



Agenda: Thursday, April 5, 2018, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3<sup>rd</sup> 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 March 1, 2018
  - B. February 2018 Payables
  - C. February 2018 Financials

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

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

3. **Announcements**

4. **203 West Third Street Certification of Cost and Limited Promissory Note – Bill Belknap**

On October 6th, 2016 the Board approved an Owner Participation Agreement (OPA) with Larry Swanger who was planning to redevelop the site including the demolition of the existing structure, construction of a new diner restaurant and associated site and parking improvements. The OPA provided for Agency reimbursement of expenses related to the extension of the street frontage improvements installed in front of the EMSI project along the Salvation Army and Mr. Swanger's frontage on Jackson and 3rd Street including the installation of curbing, new expanded sidewalks, tree wells, grates and new street trees and decorative light fixtures. The OPA allowed for a reimbursement of a maximum of \$90,096 in frontage improvement expenses. The project and associated public improvements have been completed and Mr. Swanger has presented its certification of expenses for review and approval by the Board. Upon approval by the Board, the Agency will issue the limited promissory note which is the basis of reimbursement of the public improvement expenses that were incurred.

**ACTIONS:** Approve the certification of expenses and associated limited promissory note in the amount of \$90,096; or take other action as deemed appropriate.

5. **Paradise Creek Floodplain Study Phase II Preliminary Results Report – Bill Belknap**

On January 18<sup>th</sup> the Board authorized moving forward with Phase II of a flood study within a portion of the Legacy Crossing District. The study was intended to update the FEMA flood model which appeared to include three bridge structures that no longer exist and which appeared to be increasing flood elevations. There are 29 parcels, including those under contract by Thompson Development and proposed for redevelopment, that are impacted by the current floodplain boundary and 14 of those parcels are located within the Legacy Crossing Urban Renewal District. A lowering and/or reduction of

the regulatory floodplain would significantly assist in the potential redevelopment of the impacted properties. The Phase II work has been completed by Alta Science and Engineering and the analysis indicate that after the model was updated to reflect current channel conditions, the floodplain was significantly reduced and all 23 parcels located north of the Troy Highway were completely removed from the regulatory floodplain. Staff is recommending that the Study proceed to Phase III which would include the application for the Letter of Map Amendment to request the revision to the regulatory floodplain. After consultation with FEMA, it was determined that there would be no application fee for the Map Amendment as it is based upon more detailed information and/or errors within the effective Flood Insurance Study. Staff has requested a cost estimate from Alta is currently preparing a proposal for technical services necessary to support the Letter of Map Amendment request which staff will present at the meeting.

**ACTIONS:** Receive report and provide staff with further direction; or take other action as deemed appropriate.

**6. FY2019 MURA Budget Hearing Date Determination – Bill Belknap**

In accordance with state law, the Agency must notify the County Clerk's office of the date of the Agency's public hearing upon the Agency's FY2019 budget by no later than April 30th. Staff is proposing that the Agency set the hearing date for Thursday, August 2<sup>nd</sup>, 2018, which will allow adequate time for the budget development and review process. Staff is seeking Board approval to set the hearing for 7:00 AM on Thursday, August 2, 2018.

**ACTION:** Set the FY2019 Budget hearing for August 2<sup>nd</sup>, 2018; or take such other action deemed appropriate.

**7. General Agency Updates – Bill Belknap**

- Legacy Crossing District
- Alturas District
- General Agency Business

**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 TIDD 883-7019, as soon as possible so that arrangements may be made.



Minutes: Thursday, March 1, 7:00 a.m.

City of Moscow Council Chambers •

206 E 3<sup>rd</sup> Street • Moscow, ID 83843

Commissioners Present	Commissioners Absent	Also in Attendance
Steve McGeehan, Chair	Art Bettge	Bill Belknap, MURA Executive Director
Steve Drown	Trent Bice	Brittany Gunderson, MURA Treasurer
Dave McGraw		Anne Peterson, MURA Clerk
Ron Smith		
Brandy Sullivan		

Chair McGeehan called the meeting to order at 7:00 a.m.

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 February 1, 2018*

*B. January 2018 Payables*

*C. January 2018 Financials*

Sullivan moved approval, seconded by McGraw. Motion carried.

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

None.

3. **Announcements**

None.

4. **Agency FY2017 Audit Presentation – Brittany Gunderson**

*The draft 2017 MURA audit is attached and will be presented by MURA Treasurer Brittany Gunderson and the auditors, Presnell Gage PLLC.*

Nick Nicholson from Presnell Gage stated that, unlike larger organizations, the MURA has so few transactions they actually look at every transaction during their audit. Their audit opinion was “clean” meaning the financials were found to be materially correct and the internal controls over financial reporting and compliance in conformity with generally accepted accounting principles. He reviewed highlights from the year-end Statement of Activities, Balance Sheet and Fund Balances.

Riedner noted a correction in the Personnel narrative paragraph due to a staffing change at the City. Sullivan asked how the projected sale of the 6<sup>th</sup> & Jackson parcel will be reflected and Belknap said assuming the sale proceeds as planned, the net position will change when the property ceases to be an asset of the Agency. The revenue projects from the projected sale has

already been adjusted in the FY2018 Budget based on the executed DDA. Riedner made note that, relative to the Change in Net Position, the public right of way at Alturas had been carried on the MURA books but transferred to the City financials when Alturas closed. He also highlighted the disclosure on page 34 addressing the contingent liabilities of Alturas Owner Participation Agreements. Belknap said the majority of the net change was disbursement of excess revenues to the taxing districts after Alturas closed. Future sale of Alturas lots will go to the MURA General Fund and the lots are reflected in the financials as an asset but no sales are currently budgeted as revenue. The asset amount is based on the last fair use appraisal; if restrictions and covenants are modified in 2019 another appraisal would likely show an increased value.

Smith moved to accept the 2017 Audit with the minor amendment noted by Riedner. Sullivan seconded the motion which carried unanimously.

#### **5. 2017 MURA Annual Report – Bill Belknap**

*In Accordance with State Statute, all urban renewal agencies are required to file an annual report describing the activities of the agency for the preceding year with the local governing body by March 31<sup>st</sup> of each year. Agencies are required to hold a public meeting to report the findings of the annual report and to take comments from the public prior to filing the report with the governing body. Staff has prepared the 2017 Annual Report which has been available for public review since February 15<sup>th</sup>. The Board is now considering the annual report and providing an opportunity to accept any public comment. After approval of the Annual Report it will be presented to the City Council at their March 19<sup>th</sup> meeting.*

Belknap reviewed highlights of the Report including adoption of the Strategic Plan, launching of the new Agency website, completion of remediation at Sixth and Jackson, and partnering on numerous public infrastructure projects and private development ventures. The Report has been noticed for public review and comment.

Victoria Seever, 121 N Lilly, suggested some edits and observations (attached) and applauded the work of the MURA.

Drown moved approval of the Annual Report (with edits) and its associated Resolution. Smith seconded and the motion carried.

#### **6. Legacy Crossing Main Street Expansion Eligibility Study – Bill Belknap**

*During the recent Strategic Planning process and joint meetings with the Moscow City Council, the expansion of the Legacy Crossing District Boundary approximately one-half block to the east to include Main Street was identified as a priority project for the Agency. The City Council has identified the deteriorating public infrastructure within the Downtown as a major challenge area and amending the boundary would allow the Agency to partner with the City in future downtown streetscape and public infrastructure improvements. The first step in the process is to update the prior Eligibility Study that was completed in 2007. Staff has completed that Eligibility Study update which documents the deteriorating public infrastructure and concludes that the study area is a deteriorating area and appropriate for an urban renewal project. The*



*study is now before the Board for the Board's approval and subsequent transmittal to the City Council for their review and further direction to the Agency.*

Belknap reviewed current characteristics present along Main Street that would qualify the area's inclusion within an urban renewal district including deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, insanitary or unsafe conditions such as substandard lighting and non-compliant ADA crosswalks, significant curb and sidewalk deficiencies, and deficiency in the stormwater system which presents risk of property damage.

McGraw agreed completely with the study results, but asked why Main Street wasn't included when Legacy Crossing was initially created and thought citizens would have serious concerns with expanding boundaries ten years into the 24-year lifespan, particularly when all the problems were pre-existing. Riedner said a Main Street business owner was adamantly opposed to any form of urban renewal district so the Board at the time determined it to be most expedient in moving forward with the district to adjust the boundary to the alley west of Main Street. Riedner noted that over the life of a district situations can change, therefore one-time expansions are allowed. Drown asked what benefits an expanded district would provide Main Street businesses. Riedner said the City has greater grant success with joint applications, and Belknap added that granting agencies often want confirmation that all local options have been exhausted and renewal agencies are one of the few tools local communities have to address conditions such as this. Sullivan thought an important difference of expanding Legacy versus Alturas is the property is already built out rather than new development, so it provides the opportunity to use the increment from the larger Legacy Crossing District to improve Main Street--which benefits everyone--without capturing a large additional tax increment. Drown thought downtown businesses initially worried that a renewal district would affect them negatively but the MURA has plenty of evidence to the contrary. McGeehan thought it was a good opportunity between the City, County and Agency to hopefully accomplish some much-needed downtown improvements and upgrades. Drown moved approval of the eligibility study and associated resolution to authorize transmittal of the report to Moscow City Council. Smith seconded the motion which carried unanimously.

#### **7. Rescheduling of March 15 Board Meeting – Bill Belknap**

*The upcoming March 15 meeting falls upon the week of spring break during which several Board and staff members will be absent. Staff is proposing to reschedule the March 15th meeting to March 22nd.*

McGraw moved approval of the date change, seconded by Drown, and the motion carried.

#### **8. General Agency Updates – Bill Belknap**

- Legacy Crossing District
  - None.
- Alturas District
  - None.
- General Agency Business
  - Riedner announced HB420 would allow for electronic publication in lieu of newspaper publication. The Property Tax Rules Committee is looking at property tax exemptions allowable by counties and what happens when it expires if the property is within an urban

renewal district. RAI is seeking clarification. There is also legislation in committee regarding public/private development of arenas. Typically public buildings cannot be financed with tax increment dollars.

The meeting adjourned at 8:10 AM.

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Steve McGeehan, Agency Chair

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Date

DRAFT



**Balance Sheet**  
**February 28, 2018**

	<u>Total Funds</u>
<b>ASSETS</b>	
Cash	32,522
Investments-LGIP	408,628
Investments-Zions Debt Reserve	44,361
Taxes Receivable	2,425
Other assets	5,260
Land Held For Resale	531,256
Land	<u>679,420</u>
Total Assets	<u><u>1,703,871</u></u>
<b>LIABILITIES</b>	
Accounts Payable	
Deposits Payable	5,000
Series 2010 Bond - due within one year	28,000
Latah County payback agreement - due within one year	3,500
Series 2010 Bond - due after one year	319,000
Latah County payback agreement - due after one year	<u>101,537</u>
Total Liabilities	<u>457,037</u>
<b>FUND BALANCES</b>	
Net Assets Invest. Cap Assets	332,420
Restricted Fund Balance	44,312
Unrestricted Fund Balance	<u>858,616</u>
Total Fund Balance	<u>1,235,348</u>
<b>Retained Earnings:</b>	<u><u>11,486</u></u>
<b>Total Fund Balance and Retained Earnings:</b>	<u><u>1,246,833.97</u></u>
<b>Total Liabilities, Fund Balance and Retained Earnings:</b>	<u><u>\$1,703,871</u></u>

# Checks by Date - Detail by Check Date

User: bgunderson  
 Printed: 3/6/2018 10:37 AM



## February 2018

Check Number	Description	Check Date	Check Amount
4527	UAVISTA	2/9/2018	
	98317		57,383.63
	Jan 2018		16.97
Total for Check Number 4527:			57,400.60
4528	UCITYMOS	2/9/2018	
	1/17/18		15.50
	Feb 2018		3,978.42
	Jan 2018		203.14
Total for Check Number 4528:			4,197.06
4530	UROSAUER	2/9/2018	
	03-429954		4.90
	10-1422492		6.48
Total for Check Number 4530:			11.38
4531	U409SJac	2/16/2018	
	Pymt #1		7,995.45
Total for Check Number 4531:			7,995.45
4532	UANDERSO	2/16/2018	
	1stHalfPymt2017		8.48
	2ndHalfPymt2016		8.48
Total for Check Number 4532:			16.96
4533	UCITYMOS	2/16/2018	
	City of Moscow		

Checks by Date - Detail by Check Date

User: bgunderson  
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February 2018

Check Number	Description	Check Date	Check Amount
478B	Nameplate for Gunderson- Purchase on Bill's CC-Refund to City		15.50
Total for Check Number 4533:			15.50
4534 UDAROLDL	Darold L Bigham Living Trust	2/16/2018	
Pymt #1	Limited Promissory Note Payment		1,580.85
Total for Check Number 4534:			1,580.85
4535 UELAMBUR	Elam & Burke	2/16/2018	
171734	Sangria DDA Review		595.00
Total for Check Number 4535:			595.00
4536 UGRITMAN	Gritman Medical Park LLC	2/16/2018	
Pymt #1	Limited Promissory Note Payment		4,881.52
Total for Check Number 4536:			4,881.52
Total Bills for February 2018:			<u>\$ 76,694.32</u>

# Accounts Payable

## Checks for Approval

User: bgunderson

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Check	Check Date	Fund Name	Vendor	Void	Amount
4527	02/09/2018	Moscow Urban Renewal Agency	Avista		57,383.63
4527	02/09/2018	Moscow Urban Renewal Agency	Avista		16.97
4528	02/09/2018	Moscow Urban Renewal Agency	City of Moscow		15.50
4528	02/09/2018	Moscow Urban Renewal Agency	City of Moscow		3,978.42
4528	02/09/2018	Moscow Urban Renewal Agency	City of Moscow		203.14
4529	02/09/2018	Moscow Urban Renewal Agency	Precision Engraving	15.50	0.00
4530	02/09/2018	Moscow Urban Renewal Agency	Rosauers		4.90
4530	02/09/2018	Moscow Urban Renewal Agency	Rosauers		6.48
4531	02/16/2018	Moscow Urban Renewal Agency	409 S. Jackson LLC		7,995.45
4532	02/16/2018	Moscow Urban Renewal Agency	Anderson Group, LLC		8.48
4532	02/16/2018	Moscow Urban Renewal Agency	Anderson Group, LLC		8.48
4533	02/16/2018	Moscow Urban Renewal Agency	City of Moscow		15.50
4534	02/16/2018	Moscow Urban Renewal Agency	Darold L Bigham Living Trust		1,580.85
4535	02/16/2018	Moscow Urban Renewal Agency	Elam & Burke		595.00
4536	02/16/2018	Moscow Urban Renewal Agency	Gritman Medical Park LLC		4,881.52
Report Total:				15.50	76,694.32

\_\_\_\_\_  
Steve McGeehan, Chairperson

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

\_\_\_\_\_  
Bill Belknap, Executive Director

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Brittany Gunderson, Treasurer

# General Ledger Revenue Analysis

User: bgunderson  
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Period 05 - 05  
Fiscal Year 2018

**February 2018**



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Variance	Uncollected Bal	% Avail/Uncollect	% Received
<b>890</b>	<b>Moscow Urban Renewal Agency</b>							
890-000-00-410-00	Property Taxes - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-410-01	Property Taxes - Legacy	\$ 228,980.00	\$ 3,135.06	\$ 128,289.29	\$ 100,690.71	\$ 100,690.71	43.97%	56.03%
890-000-00-431-11	EPA Clean-up Grant - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-471-00	Investment Earnings	\$ 1,000.00	\$ 475.81	\$ 2,299.89	\$ (1,299.89)	\$ (1,299.89)	-129.99%	229.99%
890-000-00-478-10	Sale of Land - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-478-11	Sale of Land - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
<b>890</b>	<b>Moscow Urban Renewal Agency</b>	<b>\$ 229,980.00</b>	<b>\$ 3,610.87</b>	<b>\$ 130,589.18</b>	<b>\$ 99,390.82</b>	<b>\$ 99,390.82</b>	<b>43.22%</b>	<b>56.78%</b>
<b>Revenue Total</b>		<b>\$ 229,980.00</b>	<b>\$ 3,610.87</b>	<b>\$ 130,589.18</b>	<b>\$ 99,390.82</b>	<b>\$ 99,390.82</b>	<b>43.22%</b>	<b>56.78%</b>

# General Ledger

## Exp to Bud

User: bgunderson  
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 Period 05 - 05  
 Fiscal Year 2018



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890	Moscow Urban Renewal Agency						
880	URA - General Agency						
890-880-10-642-00	Administrative Services	\$ 47,741.00	\$ 3,978.42	\$ 19,892.10	\$ 27,848.90	\$ 27,848.90	41.67%
890-880-10-642-10	Professional Services-Exec Dir	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-880-10-642-15	Professional Services-Other	\$ 6,000.00	\$ -	\$ 850.00	\$ 5,150.00	\$ 5,150.00	14.17%
890-880-10-642-20	Professional Services-Auditing	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
890-880-10-642-30	Professional Services-Computer	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-644-10	Marketing Expense-General	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-668-10	Liability Insurance-General	\$ 1,650.00	\$ -	\$ 1,507.00	\$ 143.00	\$ 143.00	91.33%
E02	Contractual	\$ 62,391.00	\$ 3,978.42	\$ 22,249.10	\$ 40,141.90	\$ 40,141.90	35.66%
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%
890-880-10-644-15	Alturas Marketing/Maintenance	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	0.00%
890-880-10-647-10	Travel & Meetings-General	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
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	\$ 42.38	\$ 68.07	\$ 431.93	\$ 431.93	13.61%
E03	Commodities	\$ 7,500.00	\$ 42.38	\$ 68.07	\$ 7,431.93	\$ 7,431.93	0.91%
880	URA - General Agency	\$ 69,891.00	\$ 4,020.80	\$ 22,317.17	\$ 47,573.83	\$ 47,573.83	31.93%



# General Ledger

## Exp to Bud

User: bgunderson

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Period 05 - 05

Fiscal Year 2018



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890	Urban Renewal Agency						
890-890-10-642-10	Professional Services-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-642-12	Land Sale Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-644-10	Marketing Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E02	Contractual	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-647-10	Travel & Meetings-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-658-10	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-669-10	Misc. Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E03	Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-770-73	Improvements-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-800-00	Termination Plan	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E20	Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -	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%

# General Ledger

## Exp to Bud

User: bgunderson

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Period 05 - 05

Fiscal Year 2018



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890-890-10-900-01	Contingency - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E90	Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890	Urban Renewal Agency	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
895	URA - Legacy Crossing						
890-895-10-642-10	Professional Services-Legacy	\$ 10,000.00	\$ 595.00	\$ 7,614.95	\$ 2,385.05	\$ 2,385.05	76.15%
890-895-10-642-12	Land Sale Expense-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-644-10	Marketing Expense-Legacy	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
E02	Contractual	\$ 12,000.00	\$ 595.00	\$ 7,614.95	\$ 4,385.05	\$ 4,385.05	63.46%
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	\$ 2,000.00	\$ 220.11	\$ 938.16	\$ 1,061.84	\$ 1,061.84	46.91%
890-895-10-658-10	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-658-51	Development Participation	\$ -	\$ 57,383.63	\$ 63,753.63	\$ (63,753.63)	\$ (63,753.63)	0.00%
890-895-10-669-10	Misc. Expense-Legacy	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	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	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	100.00%
890-895-10-676-17	Jackson St Owner Part. Agr.	\$ 21,385.00	\$ 14,474.78	\$ 14,474.78	\$ 6,910.22	\$ 6,910.22	67.69%
890-895-10-676-20	Agreement Cost	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E03	Commodities	\$ 30,635.00	\$ 72,078.52	\$ 82,666.57	\$ (52,031.57)	\$ (52,031.57)	269.84%

# General Ledger

## Exp to Bud

User: bgunderson

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Period 05 - 05

Fiscal Year 2018



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890-895-10-770-35	1% Public Art	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-770-71	Land-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-770-73	Improvements-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-770-97	Infrastructure Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-676-10	Bond Issuance Cost	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E05	Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-890-00	Transfer To: General Fund	\$ 65,391.00	\$ -	\$ -	\$ 65,391.00	\$ 65,391.00	0.00%
890-895-10-890-01	Transfer To: Capital Fund	\$ 232,310.00	\$ -	\$ -	\$ 232,310.00	\$ 232,310.00	0.00%
E10	Transfers To	\$ 297,701.00	\$ -	\$ -	\$ 297,701.00	\$ 297,701.00	0.00%
890-895-10-900-01	Contingency - Legacy	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
E90	Contingency	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
895	URA - Legacy Crossing	\$ 355,336.00	\$ 72,673.52	\$ 90,281.52	\$ 265,054.48	\$ 265,054.48	25.41%

# General Ledger

## Exp to Bud

User: bgunderson

Printed: 03/06/18 11:15:39

Period 05 - 05

Fiscal Year 2018



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
899	Dept						
890-899-11-790-01	Bond Principal - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-11-791-01	Bond Interest-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-790-01	Bond Principal - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-791-01	Bond Interest - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E05	Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-10-990-00	Ending Fund Bal Unassigned	\$ 18,681.00	\$ -	\$ -	\$ 18,681.00	\$ 18,681.00	0.00%
890-899-10-990-01	Ending Fund Balance Alturas	\$ 26,400.00	\$ -	\$ -	\$ 26,400.00	\$ 26,400.00	0.00%
890-899-11-990-00	End Fund Bal Assigned-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-11-990-01	End Fund Bal Res-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-990-00	End Fund Bal Assigned-Legacy	\$ 55,443.00	\$ -	\$ -	\$ 55,443.00	\$ 55,443.00	0.00%
890-899-12-990-01	End Fund Bal Res-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E95	Ending Fund Balance	\$ 100,524.00	\$ -	\$ -	\$ 100,524.00	\$ 100,524.00	0.00%
899	Dept	\$ 100,524.00	\$ -	\$ -	\$ 100,524.00	\$ 100,524.00	0.00%
890	Moscow Urban Renewal Agency	\$ 525,751.00	\$ 76,694.32	\$ 112,598.69	\$ 413,152.31	\$ 413,152.31	21.42%

## LIMITED RECOURSE PROMISSORY NOTE

This Limited Recourse Promissory Note (the "Note") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the MOSCOW URBAN RENEWAL AGENCY, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") ("Borrower"), and Larry A. Swanger, or his assigns ("Lender").

### WITNESSETH:

For One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

**1. Definitions.** As used in this Note, the following terms shall have the indicated meanings:

- (a) "Agreement" means that Owner Participation Agreement between Borrower and Lender dated October 6, 2016.
- (b) "Private Development" means the new development initiated and completed by Lender consisting of the land and improvements located at 203 W. Third Street, Moscow, Idaho as defined in the Agreement which generates additional assessed value and ad valorem taxes in excess of the base value, and for purposes of this Note is fifty percent (50%) of the revenue allocation (tax increment) funds actually received specifically from the land and improvements located at 203 W. Third Street, Moscow, Idaho.
- (c) "Resolution" means Resolution No. 2016-06, adopted by the Borrower on October 6, 2016, and as supplemented or restated, pursuant to which this Note was authorized.
- (d) "Revenue Allocation Area" means all taxable real and personal property within the Urban Renewal Project Area as described in the Urban Renewal Plan as adopted by the Moscow Urban Renewal Agency and approved by the Mayor and the City Council of the City of Moscow, Idaho.
- (e) "Urban Renewal Plan" shall mean that certain document entitled "Legacy Crossing Urban Renewal District Redevelopment Plan" adopted by the City pursuant to the Act and City Ordinance and as amended from time to time.
- (f) "Urban Renewal Project" means the Project improvements and other costs identified in the Urban Renewal Plan, including design, engineering, consulting, insurance, audit, planning, and administration costs of the Borrower.

**2. Promise to Pay.** Borrower promises to pay in lawful money of the United States of America, to the order of Lender, at such place as Lender may from time to time designate, the total

principal sum not to exceed NINETY THOUSAND AND NINETY SIX DOLLARS (\$90,096.00), upon completion of the Project Improvements and Verification of Costs as defined in the executed Agreement, and continuing until December 31, 2032. The principal sum shall bear no interest.

The Borrower shall repay the principal sum to Lender in two methods, including an one-time payment in the amount of fifty percent (50%) of the principal sum within sixty (60) days of acceptance of the Project improvements by the City, and any other state or local agency having jurisdiction, and upon the Agency's issuance of the Verification of Costs Statement, or upon resolution of any dispute regarding the Certification of Costs, pursuant to Section III.(I) of the Owner Participation Agreement. The one-time payment shall not to exceed FORTY FIVE THOUSAND AND FORTY EIGHT DOLLARS (\$45,048.00).

The remaining FORTY FIVE THOUSAND AND FORTY EIGHT DOLLARS (\$45,048.00) of the principal sum shall be reimbursed as set forth in Exhibit 1 attached hereto, and shall include semi-annual payments of fifty percent (50%) of the tax revenue allocation proceeds from the Private Development as defined in subsection 1(b), commencing from the first date the Agency receives tax increment monies received specifically from the land and improvements located at 203 W. Third Street, Moscow, Idaho, following acceptance of the Project improvements by the City, and any other state or local agency having jurisdiction, and upon the Agency's issuance of the Verification of Costs Statement, or upon resolution of any dispute regarding the Certification of Costs pursuant to Section III.(I) of the Agreement, until the total principal sum has been paid, or December 31, 2032, whichever occurs first. Agency shall have no obligation to make tax increment payments to the Participant for taxes collected and paid to Agency from the Private Development beyond the term described herein.

Borrower may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

3. **Default.** Provided that Borrower has received revenue allocation proceeds from the Private Development sufficient to make semi-annual payments of fifty percent (50%) of the tax revenue allocation proceeds from the Private Development, if any payment required under this Note is not made when due and within forty-five (45) days after notice is given by Lender to Borrower that the same is due, the entire unpaid principal balance hereof, shall, at the option of the Lender, become due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower and all endorsers, guarantors, sureties, accommodation parties, and other persons at any time liable for all or any portion of the indebtedness evidenced hereby
4. **Limited Recourse, Collection of Revenue Allocation.** Notwithstanding anything contained in this Note to the contrary, the recourse of Lender for payment of any amounts due hereunder shall be limited solely to fifty (50%) of the revenue allocation proceeds, from the Private Development, as the same are generated from time to time for the period necessary to obtain full payment of all principal payable under this Note. As of December 31, 2032 (or earlier period if redeemed), and upon Borrower's performance of its obligations to receive and disburse revenue allocation generated during such periods to Lender, Lender's obligations

under this Note shall cease, and said Note shall be deemed canceled and fully satisfied. In any event, Lender shall not be entitled to receive more than the outstanding principal balance of this Note. The Borrower's obligations hereunder are specifically limited to the obligations contained in Exhibit 1 attached hereto and incorporated herein by reference.

5. **Assignment of Revenue Allocation.** Borrower hereby absolutely, unconditionally, and irrevocably transfers, assigns, and sets over to Lender fifty percent (50%) of the tax revenue allocation proceeds from the Private Development for the term of this Note until such time as all such amounts due hereon are paid in full, or until December 31, 2032, whichever is earlier.
6. **Non-general Obligation.** As provided by Idaho Code Section 50-2910, the obligations of Borrower hereunder shall not constitute a general obligation or debt of the Borrower, the City of Moscow, the State of Idaho, or any of its political subdivision or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of principal on this Note.
7. **Miscellaneous.** Time is of the essence with respect to all obligations of the parties hereunder. The unenforceability or invalidity of any provisions hereof shall not affect the enforceability or validity of any other provisions hereof. The terms hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Note is delivered in Moscow, Idaho, and shall be governed by Idaho law.
8. **General Provisions.** Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Borrower, to the extent allowed by law, waives presentment, demand for payment, protest, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, Borrower shall not be released from liability.
9. **Subordination.** Lender specifically acknowledges, recognizes, and consents to the subordination of this Note to Agency's other obligations as listed herein:
  - Legacy Crossing Bond Series 2010
  - Obligation to Latah County for Reimbursement of Tax Increment Revenues per the Release Settlement Agreement

IN WITNESS WHEREOF, this Note has been entered into as of the date and year first above written.

BORROWER:  
MOSCOW URBAN RENEWAL AGENCY

By: \_\_\_\_\_  
Steve McGeehan, MURA Chair

ATTEST:

By: \_\_\_\_\_  
Anne Peterson, MURA Clerk

LENDER:  
LARRY A SWANGER

By: \_\_\_\_\_  
Larry A. Swanger



Exhibit 1 to the Promissory Note  
Description of Financing of  
Project Improvements

A. Obligation of the Agency to Pay Participant Revenue Allocation (Tax Increment) Proceeds

The Agency covenants and agrees to pay to the Participant a portion of the revenue allocation (tax increment) monies which the Agency shall actually receive specifically from the land and improvements located at 203 W. Third Street, Moscow, Idaho following the construction of the Project by the Participant according to the terms and conditions described herein. The revenue allocation proceeds are to be used to reimburse the Participant for the eligible costs of the Project, which the Participant has agreed to construct as described within this Agreement.

1. Tax Increment Monies Are Sole Source of Agency Funding

Agency and Participant agree that the only source of monies available to Agency to pay the Participant herein described are the revenue allocation proceeds to be received by Agency from the Private Development within the Project Area based upon the value of the Private Development to be constructed by Participant. Only the revenue allocation proceeds from the Private Development Site shall be used to make the payments due under this provision of the Agreement. No payments shall be made by Agency to Participant from other revenue allocation proceeds which Agency may receive from time to time from other portions of the Project Area or other redevelopment project areas which have been or may hereinafter be established, designated, or adopted by Agency and City at some future time.

2. Contingencies of Payment

Participant understands that Agency is entitled to receive revenue allocation proceeds pursuant to Idaho Code § 50-2908, which are to be paid to the Agency by Latah County. Participant understands that the revenue allocation proceeds shall become available to Agency only if and when the Private Development to be constructed by Participant on the Site is completed and accepted by the City and has a current year assessed value which is greater than the assessed value of the Project Area “base year” established at the time the Urban Renewal Plan was adopted. Participant further understands that Agency is not a taxing agency under Idaho law, has no power to levy a property tax on real or personal property located within the Project Area, or to set a mill levy or rate of tax levy on real or personal property within the Site. Agency is entitled to receive tax increment funds from the Site for the period established by the Law, the Act, and the Urban Renewal Plan. Participant has investigated the provisions of Idaho laws governing the receipt of revenue allocation proceeds by Agency and assumes all risk that the anticipated revenue allocation proceeds derived from the Private Development to be constructed by Participant on the Site and in conformance with the Urban Renewal Plan will be paid to Agency and, if paid, that the amount of revenue allocation proceeds will be sufficient to repay the obligation of Agency to Participant according to the terms and conditions contained in this Agreement. Participant further assumes the risk that no changes or amendments will be made in the provisions of the Law, the Act, or other tax statutes which would affect or impair either Agency’s right or ability to receive the aforesaid revenue allocation proceeds and to pay the indebtedness created by execution of the Agreement, the length of time said monies can be received,

or the percentage or the amount of the revenue allocation proceeds paid to or anticipated to be received by Agency based upon the current statutes.

3. Limitation on Making Payments

It is the intention of the parties that upon completion, Participant shall only be paid from the revenue allocation proceeds, if any, which are paid or are payable to Agency as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the revenue allocation proceeds anticipated to be received by Agency as a direct result of the Private Development to be constructed by Participant on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, Agency shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which Agency has or might hereinafter receive.

4. Percentage of Tax Increment Payment

Agency agrees to pay to Participant fifty percent (50%) of the revenue allocation proceeds received by Agency from the Private Development Site, which Agency receives as set forth in the Act, Agency adopted policy, or Urban Renewal Plan, commencing upon receipt of revenue allocation proceeds received by Agency from the Private Development Site, after the completion, acceptance, and verification of the of the Agency Funded Public Improvements and the associated Private Development, and fifty percent (50%) thereafter for a period through December 31, 2032, or until the principal amount is retired, whichever occurs first. Because of the limitation on available funds, no amortization schedule shall be prepared or used by the parties. Rather, Agency's obligation is to pay Participant fifty percent (50%) of the overall revenue allocation proceeds as actually received specifically from the Private Development Site, which Agency receives as set forth in the Act, Agency adopted policy, or the Urban Renewal Plan, for the time period specified or until the principal amount is paid, whichever occurs first. Agency's obligation to Participant shall only be to pay above-described percentages of the amounts of revenue allocation proceeds received by Agency, notwithstanding said amount may be reduced, curtailed, or limited in any way, and there shall be no interest, compounding of interest or amounts added to the principal in the event the revenue allocation proceeds are reduced, curtailed or limited in any way.

5. Time and Terms of Tax Increment Payments

a. For any funds to which Participant is entitled, the payments received each year by Agency from the ad valorem taxes paid by taxpayers to the County Treasurer on the Site following acceptance of the Project improvements by the City, and any other state or local agency having jurisdiction, and upon the Agency's issuance of the Verification of Costs Statement, or upon resolution of any dispute regarding the Certification of Costs pursuant to Section III.(I) of the Agreement, shall be paid to Participant within thirty (30) days following receipt of said funds by Agency. Agency anticipates receipt of these funds in January and July of each year from the ad valorem taxes paid by property owners each year.

b. The Act, as amended, provides that Agency will be paid tax increment funds contingent on the amount of assessed value as determined by the Latah County Assessor each year

and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Latah County Assessor.

c. The revenue allocation proceeds resulting from the incremental increase in assessed value of the Site as a result of the construction of the Private Development on the Site by Participant (as determined from the assessment records of the Latah County Assessor and the payment records of the Latah County Treasurer) shall be paid to Participant if and only as they are paid to Agency by Latah County, the entity which has the legal responsibility to collect property taxes.

d. Agency agrees to make semi-annual payments of the revenue allocation proceeds, commencing from the first date Agency receives tax increment monies from the Site following acceptance of the Project improvements by the City, and any other state or local agency having jurisdiction, and upon the Agency's issuance of the Verification of Costs Statement, or upon resolution of any dispute regarding the Certification of Costs pursuant to Section III.(I) of the Agreement for the period as described in the Agreement, or until the principal amount or the amount adjusted, has been paid; whichever occurs first. Agency shall have no obligation to make tax increment payments to Participant for taxes collected and paid to Agency beyond December 31, 2032.

e. The payments to Participant are secured solely by a pledge of Agency of the revenue allocation proceeds that are produced by the Private Development that are constructed on the Site by Participant, and Participant shall have no other recourse to Agency or City and no recourse whatever to any other party for payment.

#### 6. Interest & Fees

Agency shall pay no interest on Participant Advance and shall not be subject to any fees or charges resulting from any activity authorized in this Agreement.

#### 7. Default

As set forth in the Agreement, if the Participant defaults or breaches any of its obligations contained in the Agreement, and does not timely cure such default or breach as provided in the Agreement, or if Participant fails to obtain acceptance of the Project improvements by the City, or any other state or local agency having jurisdiction, or no Verification of Costs Statement, or upon resolution of any dispute regarding the Certification of Costs pursuant to Agreement is reached because the Private Development is not timely completed or is not completed according to the approved plans, the obligation to pay Participant the tax increment payment shall be voidable at the option of Agency until such time as the default is cured and/or acceptance by the City, or other state or local agency having jurisdiction, and verification of costs has occurred. Notwithstanding the foregoing, if Participant is using its best efforts to cure any such delay or default and such delay or default is enforced beyond the Participant's control, then the obligation of Agency to pay the tax increment shall not be voidable for so long as Participant is using its best efforts to cure such default or delay.

Larry Swanger  
Varsity Diner, Inc.  
PO Box 730  
Troy, ID 83871  
(208) 310-1522

**RECEIVED**

**MAR 22 2018**

**City of Moscow**

Bill Belknap  
Community Development Director  
Moscow Urban Renewal Agency  
221 E. Second Street  
Moscow, ID 83843  
(208) 883-7011

Bill,

Here is the corrected breakdown of the cost for putting in the new sidewalks and landscaping.

**Quality Construction:**

Varsity Diner Lot	\$64065.00	
	11000.00	
	2280.00	
		<b>\$77345.00</b>

Salvation Army	15030.00	
		<b>15030.00</b>

**Guardian Landscaping:**

Purchase Trees	838.32	
Labor (11445.00 x .30)	3433.50	
		<b>4271.82</b>

**Statewide Rent A Fence**

(1930.30 x .30)	581.00	
		<b>581.00</b>

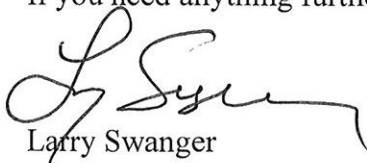
**Hodge & Associates**

(8495.00 x 30)	2548.00	
		<b>2548.50</b>

<b>Total</b>		<b>\$99776.32</b>
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Enclosed is the corrected invoice from Quality Construction. The only thing we got from Living Waters Landscaping was purchasing the trees. The extra labor expense from Guardian was running water lines to each tree, planting, fresh soil, bark, heavy boards for safety. Kyle from the city told us there was a change on the grates so we could not purchase them, and they had to manufacture a safety measure with heavy boards in the short run.

If you need anything further please let me know. Thank you.

  
Larry Swanger

1311 Brush Creek Rd.  
 Deary, ID 83823  
 T: 208.877.1600  
 F: 208.298.3852  
 webb@quality-contractors.com



**RECEIVED**  
 WA Contractor Lic#: QUALICL912P2  
 PWGL 010331PA8-4 (15400)  
 ID Contractor Lic#: RCE-26872  
 ID Plumbing Lic#: PLB-C-13416  
 MT Contractor Lic#: 162939  
 City of Moscow

Submitted To
Larry Swanger

## Pay Request

Date	Invoice #
11/23/2016	16-344

		P.O. No.	Terms	Project		
				Diner		
Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Building foundation according to drawings by John Paul dated 9/13/16. Includes labor only for setting weld plates (provided by owner)		25,838.00		100.00%	100.00%	25,838.00
Complete sitework package to include demolition of existing building, new utilities, new site concrete, paving and all associated excavation according to drawings provided by Hodge and Associates dated 9/14/16. Excludes new curb and gutter along 3rd street per Scott Becker. Owner to provide temporary power. Owner to provide disposal site for all inert waste (concrete, asphalt, dirt etc.) to contractor at no cost. Owner to obtain and pay for all permits required for this work. Owner to provide construction fencing and portable restroom. Owner to provide construction staking. This proposal excludes all handrails and guard rails, landscaping, any electrical or gas work, connecting any utilities to the new structure, materials testing and any Signage. Excludes Hazardous material abatement. Payment will be as work progresses on a monthly basis with a 25% deposit upon mobilization.	0	140,380.00	71.24%	0.00%	71.24%	0.00
Work in Jackson Street ROW directly adjacent to Swanger's property.	0.35	64,065.00		35.00%	35.00%	22,422.75

Total

Current Amount Due



**RECEIVED**

1311 Brush Creek Rd.  
 Deary, ID 83823  
 T: 208.877.1600  
 F: 208.298.3852  
[webb@quality-contractors.com](mailto:webb@quality-contractors.com)



**MAR 22 2016**  
 Lic#: QUALICL912P2  
 PWCL: 010331-A-3-4 (15400)  
 ID Contractor Lic#: RCE-26872  
 ID Plumbing Lic#: PLB-C-13416  
 MT Contractor Lic#: 162939

Submitted To
Larry Swanger

## Pay Request

Date	Invoice #
11/23/2016	16-344

P.O. No.		Terms		Project		
				Diner		
Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Work in Jackson Street ROW directly adjacent to Salvation Army.	0.35	15,030.00		35.00%	35.00%	5,260.50
Sidewalk improvements along 3rd street.	0.35	11,000.00		35.00%	35.00%	3,850.00
				22.38%	22.38%	57,371.25
CO#1: Change waterline to 1 1/2" pipe, add second sewer tap.		2,100.00		100.00%	100.00%	2,100.00
CO#2: Add 120' of curb along 3rd Street.	120	@ 19.00		100.00%	100.00%	2,280.00
Sales tax item for sales in Idaho		6.00%				0.00

<b>Total</b>	\$61,751.25
<b>Current Amount Due</b>	\$61,751.25

Larry Swanger  
Varsity Diner, Inc.  
PO Box 730  
Troy, ID 83871  
(208) 310-1522

Bill Belknap  
Community Development Director  
Moscow Urban Renewal Agency  
221 E. Second Street  
Moscow, ID 83843  
(208) 883-7011

Bill,  
Here is the breakdown of the cost for putting in the new sidewalks, landscaping,  
and lights.

**Quality Construction:**

Varsity Diner lot	\$64065.00	
	19.00	<b>\$64084.00</b>
Salvation Army	15030.00	
	5600.00	<b>20630.00</b>

**Guardian Landscaping:**

Trees	838.32	
Labor (11445.00 x .30)	3433.50	<b>4271.82</b>

**Statewide Rent A Fence**

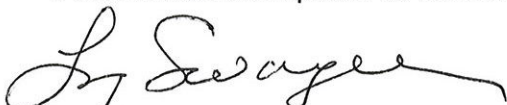
(1930.30 X .30)	581.19	<b>581.00</b>
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**Hodge & Associates**

(8495.00 X .30)	2548.50	<b>2548.50</b>	<b>\$92115.32</b>
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The lighting expense in which Gropp Electric did the work came in on bid at  
**\$36696.00**. Under our agreement as I understand the city would reimburse  
from the City's Street Light Improvement Program this amount separate.  
Enclosed are invoices or check reimbursements.

If this isn't sufficient please let me know. Thank you.

  
Larry Swanger

Concur the above expenses where  
paid out of Washington Trust Bank  
checking account.

  
VP Washington Trust Bank

**RE: reimbursement agreement**

From: "Bill Belknap" <bbelknap@ci.moscow.id.us>

10/04/16 16:45

To: "Larry Swanger (Inswanger@turbonet.com) (Inswanger@turbonet.com)" <Inswanger@turbonet.com>

Attachments: 203 E Third Owner Participation Agreement 10-4-2016.pdf (583.7 kB);

---

Larry here is the agreement. Let me know if you have any questions.

Have a good evening,

Bill

Bill J. Belknap  
Community Development Director  
City of Moscow  
Executive Director  
Moscow Urban Renewal Agency  
221 E. Second Street  
Moscow, ID 83843  
(208) 883-7011

**From:** Bill Belknap

**Sent:** Tuesday, October 04, 2016 12:06 PM

**To:** Larry Swanger (Inswanger@turbonet.com) (Inswanger@turbonet.com) <Inswanger@turbonet.com>

**Subject:** RE: reimbursement agreement

Larry, I also wanted to run the basic arrangement past you as well as the costs are coming in a bit higher than anticipated. Previously, the City had estimated the total project cost including lighting at \$88,163 based upon the unit costs that EMSI had paid during their project. That was a couple years ago and construction costs have seen significant increases recently. As I understand it, the concrete cost is \$90,096 and the lighting bid from Gropp was \$36,696, for a total project cost of \$126,792. The City will be picking up the lighting expense out of the City's street light improvement program. Assuming the certified costs match the current bids, the URA would reimburse you one half of the remaining cost (\$45,048) upon completion and acceptance of the improvements while you would cover the other half. The Agency will then reimburse you for the amount that you paid to you over time by rebating 50% of the taxes received from your project back to you until the obligation is fulfilled. Once I get confirmation on the legal entity that you want to use on the agreement I will send you the full agreement for your review.

Bill

Bill J. Belknap  
Community Development Director  
City of Moscow  
Executive Director  
Moscow Urban Renewal Agency  
221 E. Second Street  
Moscow, ID 83843  
(208) 883-7011



1311 Brush Creek Rd.  
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 T: 208.877.1600  
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[webb@quality-contractors.com](mailto:webb@quality-contractors.com)



WA Contractor Lic#: QUALICL912P2  
 PWCL: 010331-A-3-4 (15400)  
 ID Contractor Lic#: RCE-26872  
 ID Plumbing Lic#: PLB-C-13416  
 MT Contractor Lic#: 162939

Submitted To
Larry Swanger

## Pay Request

Date	Invoice #
4/26/2017	16-379

		P.O. No.	Terms	Project		
				Diner		
Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Building foundation according to drawings by John Paul dated 9/13/16. Includes labor only for setting weld plates (provided by owner)	0	25,838.00	100.00%	0.00%	100.00%	0.00
Complete sitework package to include demolition of existing building, new utilities, new site concrete, paving and all associated excavation according to drawings provided by Hodge and Associates dated 9/14/16. Excludes new curb and gutter along 3rd street per Scott Becker. Owner to provide temporary power. Owner to provide disposal site for all inert waste (concrete, asphalt, dirt etc.) to contractor at no cost. Owner to obtain and pay for all permits required for this work. Owner to provide construction fencing and portable restroom. Owner to provide construction staking. This proposal excludes all handrails and guard rails, landscaping, any electrical or gas work, connecting any utilities to the new structure, materials testing and any Signage. Excludes Hazardous material abatement. Payment will be as work progresses on a monthly basis with a 25% deposit upon mobilization.	0	140,380.00	77.11%	0.00%	77.11%	0.00
Work in Jackson Street ROW directly adjacent to Swanger's property.	0.65	64,065.00	35.00%	65.00%	100.00%	41,642.25

Total
Current Amount Due

1311 Brush Creek Rd.  
 Deary, ID 83823  
 T: 208.877.1600  
 F: 208.298.3852  
 webb@quality-contractors.com



WA Contractor Lic#: QUALICL912P2  
 PWCL: 010331-A-3-4 (15400)  
 ID Contractor Lic#: RCE-26872  
 ID Plumbing Lic#: PLB-C-13416  
 MT Contractor Lic#: 162939

Submitted To
Larry Swanger

## Pay Request

Date	Invoice #
4/26/2017	16-379

*Salvation Army*

		P.O. No.	Terms	Project		
				Diner		
Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Work in Jackson Street ROW directly adjacent to Salvation Army.	0.65	15,030.00	35.00%	65.00%	100.00%	9,769.50
Sidewalk improvements along 3rd street.	0.65	11,000.00	35.00%	65.00%	100.00%	7,150.00
CO#1: Change waterline to 1 1/2" pipe, add second sewer tap.	0	2,100.00	100.00%	22.85%	22.85%	58,561.75
CO#2: Add 120' of curb along 3rd Street.	0	19.00	100.00%	0.00%	100.00%	0.00
CO#3 Additional concrete and asphalt work at Salvation Army entrance.		5,600.00				5,600.00
CO#4 Upsize waterline to 2" pipe and re-install.		450.00				450.00
CO#5 Sawcut, excavate and backfill for 6" fire suppression line. Patch 3rd Street three times, twice with cold patch and once with concrete. Excludes final demo and patch of 3rd street.		15,860.00				15,860.00
CO#6 Additional concrete to the North of diner between the building and the sidewalk.		4,100.00				4,100.00
CO#7 Add access ramp at South entry of diner for food service deliveries.		850.00				850.00
CO#8 Enlarge dumpster pad.		3,100.00				3,100.00
CO#9 Increase existing wall cap width to from 8" to 12".		490.00				490.00
Sales tax item for sales in Idaho		6.00%				0.00

Total	\$89,011.75
Current Amount Due	\$89,011.75



2101 Nursery Street  
Moscow, ID 83843

Palouse Hospitality of Idaho  
PO Box 730  
Troy, ID 83871

# Invoice

Invoice #:	154566
Date:	9/1/2017
Account #:	NC179
Balance Due:	\$3,950.00

THANK YOU FOR YOUR BUSINESS

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

## Guardian Property Services, LLC

2101 Nursery Street  
Moscow, ID 83843

Service Address:  
Palouse Hospitality of Idaho  
PO Box 730  
Troy, ID 83871

Date:	9/1/2017
-------	----------

Description	Amount
Landscaping - Varsity Diner	3,950.00
<p>Payment is due by the 25th of the month. * Please include the invoice # on your check * (If you have received this invoice after your payment - Thank you!)</p>	

pd 11/9/17  
\$ 1239.00  
\$ 3950

Randy McNeel: 208-596-0146

Jeff Mix: 208-669-1060

Office: 208-882-3511

Subtotal	\$3,950.00
Sales Tax (6.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$3,950.00

If you have any comments, questions or requests,  
please feel free to send back a note or call us anytime.

We appreciate the opportunity to serve you.

sent previous check # 12/16/16 \$7495



# INVOICE #929170428

Services Rendered At VARSITY DINER

Page # 1

Moscow ID 83501

DATE	DESCRIPTION	AMOUNT
04/28/17	Poly Tree Chain	
04/28/17	6 treated stakes	10.00
04/28/17	30 Fert Pellets	42.00
04/28/17	100' Drip	15.00
04/28/17	2- 1 3/4 Maple - Red Point	30.00
04/28/17	1 - 1 3/4 Oak- Red	400.00
04/28/17	Labor	200.00
	Site Visit, Plant Select, calls w/ Curtis/City	100.00
//	Idaho, Latah County - Nonntaxable Labor	
//	Idaho, Latah County - Tax on Materials	0.00
		41.82
		Total Amount Due
		\$ 838.82

PT 5/24/17  
H 1073(07)  
\$ 838.82

\*\*\*WE ARE A FULL SERVICE LAWN & LANDSCAPE COMPANY\*\*\*  
VISIT US ON FACEBOOK @ Living Waters Lawn and Landscape  
\*\*\*\*\*SEE OUR WEBSITE AT: [www.lwlawn.com](http://www.lwlawn.com)\*\*\*\*\*

Living Waters

# STATEWIDE RENT - A - FENCE INC.

13728 BEACON COAL MINE ROAD SOUTH  
SEATTLE, WASHINGTON 98178-5204  
1-800-448-7772

## INVOICE

DATE

INVOICE #

9/21/16

34270

BILL TO:

Larry Swanger  
PO Box 730  
Troy, ID 83871

**PAID**  
**09/21/16**

Job Site:  
Old Chevron Station  
203 W 3rd St  
Moscow, ID

P.O. NUMBER	TERMS	PROJECT
	Due on rece...	R/A E80565

QUANTITY	DESCRIPTION	RATE	AMOUNT
264	ft. of 6' x 12' Panels, Rental for up to 6 mos//job minimum  rental period 09/13/16-03/13/17	1.89394	500.00T
Sales Tax (6.0%)			\$30.00
Thank you for your business.			TOTAL \$530.00

# STATEWIDE RENT - A - FENCE INC.®

13728 BEACON COAL MINE ROAD SOUTH  
SEATTLE, WASHINGTON 98178-5204  
1-800-448-7772

## INVOICE

DATE INVOICE #  
**4/30/17 35682**

BILL TO:

**Larry Swanger  
PO Box 730  
Troy, ID 83871**

**Job Site:  
Old Chevron Station  
203 W 3rd St  
Moscow, ID**

P.O. NUMBER	TERMS	PROJECT
	<b>Due on rece...</b>	<b>R/A E80565</b>

QUANTITY	DESCRIPTION	RATE	AMOUNT
<b>4</b>	<b>Destroyed Panels</b>  <b>final pullout was done on 04/21/17</b>	<b>125.00</b>	<b>500.00T</b>
		<b>Sales Tax (6.0%)</b>	<b>\$30.00</b>
<b>We appreciate your prompt payment.</b>		<b>TOTAL</b>	<b>\$530.00</b>

*Handwritten notes:*  
5/23/17  
\$530  
#1068(07)



13728 BEACON COAL MINE ROAD SOUTH  
SEATTLE, WASHINGTON 98178-5204  
1-800-448-7772

DATE	INVOICE #
Date	Invoice #
<b>3/30/17</b>	<b>35479</b>

Larry Swanger  
PO Box 730  
Troy, ID 83871

**Job Site:**  
**Old Chevron Station**  
**203 W 3rd St**  
**Moscow, ID**

QUANTITY Quantity	DESCRIPTION Description	RATE Rate	AMOUNT Amount
264	ft. of 6' x 12' Panels, Rental for up to 3 mos	0.4875	128.70T
265	ft. of 6' x 10.6' Panels, Rental for up to 3 mos	0.4875	129.19T
auto renewal 03/13/17-06/13/17			
		Sales Tax (6.0%)	\$15.47
We appreciate your prompt payment.		Total TOTAL	\$273.36

13728 BEACON COAL MINE ROAD SOUTH  
SEATTLE, WASHINGTON 98178-5204  
1-800-448-7772

DATE	INVOICE #
<b>11/2/16</b>	<b>34571</b>

**Larry Swanger**  
**PO Box 730**  
**Troy, ID 83871**

**Job Site:**  
**Old Chevron Station**  
**203 W 3rd St**  
**Moscow, ID**

QUANTITY	DESCRIPTION	RATE	AMOUNT
265 ft. of 6' x 10.6' Panels	dropped panels at an existing job site on 10/24/16 rental expires 03/13/17	2.15	569.75T
		Sales Tax (6.0%)	\$34.19
Thank you for your business.		TOTAL	\$603.94



**Hodge & Associates, Inc.**  
Engineers Planners Surveyors Landscape Architects

# MONTHLY PAY REQUEST

INCLUDES CHARGES THROUGH:	INVOICE #
7/25/2016	3850-08-16

BILL TO
Larry Swanger 102 Mt. View Troy, ID 83871

PO Box 8728, 405 South Washington  
Moscow, ID 83843  
(208) 882-3520

PROJECT NUMBER & NAME	DATE CREATED	CUSTOMER PO #
3850- Swanger Site Plan	08/26/2016	

DATE	ITEM	DESCRIPTION	QTY./HRS.	RATE	AMOUNT
7/14/2016	2 on Crew	Preliminary Topo	3.5	150.00	525.00
7/15/2016	2 on Crew	Preliminary Topo	2	150.00	300.00
7/21/2016	Assistant	Draw rough site map in field notes	0.5	60.00	30.00
7/26/2016	2 on Crew	Topo points	0.5	150.00	75.00
8/5/2016	Principal	Design	2	110.00	220.00
8/6/2016	Principal	Design	0.5	110.00	55.00
8/8/2016	Principal	Design	1	110.00	110.00
8/8/2016	Drafting	Topo/ cd's	0.5	60.00	30.00
8/9/2016	2 on Crew	Additional topo in some spots	2	150.00	300.00
8/9/2016	Drafting	Topo/ cd's	1.5	60.00	90.00
8/10/2016	Drafting	Topo/ cd's	4.5	60.00	270.00
8/11/2016	Drafting	Topo/ cd's	3.5	60.00	210.00
8/15/2016	Drafting	Topo/Cd's	4	60.00	240.00
8/17/2016	Principal	Design	1	110.00	110.00
8/17/2016	2 on Crew	Topo additional points for Shawn	2	150.00	300.00
8/24/2016	Drafting	CD's	4	60.00	240.00
8/24/2016	2 on Crew	Prop pin search, additional topo shots	1	150.00	150.00
8/25/2016	2 on Crew	Topo additional points for Shawn	2	150.00	300.00
8/25/2016	Drafting	CD's	4	60.00	240.00

Project Manager \_\_\_\_\_

Principal  \_\_\_\_\_

**Total for this Invoice** \$3,795.00

*Handwritten:* 9/7/16  
# 3459 (24)  
# 3795

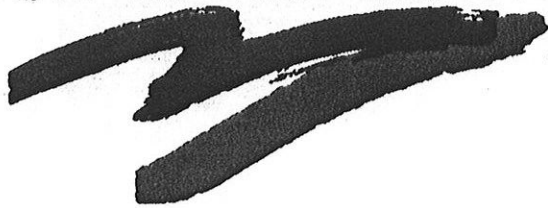
Phone #

Please refer to the project number when paying this invoice.

Subject to a finance charge of 2.0% if not paid within 30 days.

**Hodge & Associates, Inc.**  
Engineers Planners Surveyors Landscape Architects

# MONTHLY PAY REQUEST



PO Box 8728, 405 South Washington  
Moscow, ID 83843  
(208) 882-3520

INCLUDES CHARGES THROUGH:	INVOICE #
9/25/2016	3850-09-16

BILL TO
Larry Swanger 102 Mt. View Troy, ID 83871

PROJECT NUMBER & NAME		DATE CREATED	CUSTOMER PO #		
3850- Swanger Site Plan		09/26/2016			
DATE	ITEM	DESCRIPTION	QTY./HRS.	RATE	AMOUNT
8/26/2016	Drafting	CD's	1	60.00	60.00
9/8/2016	Drafting	City Comments	7	60.00	420.00
9/9/2016	Drafting	City Comments	7.5	60.00	450.00
9/12/2016	Drafting	City Comments	1.5	60.00	90.00
9/13/2016	Drafting	City Comments	3.5	60.00	210.00
9/14/2016	Drafting	City Comments	1	60.00	60.00
9/20/2016	Crew Chief	Verify foundation plan	0.5	80.00	40.00
9/22/2016	EIT	Quantity takeoff	1.5	60.00	90.00
9/22/2016	Principal	Design	1	110.00	110.00
9/23/2016	Drafting	City Comments	2	60.00	120.00
9/23/2016	Principal	Design	1	110.00	110.00
Project Manager _____			Total for this Invoice \$1,760.00		
Principal _____					

Phone #

Please refer to the project number when paying this invoice.

Subject to a finance charge of 2.0% if not paid within 30 days.

PL  
# 2939(92)  
\$ 1760.00  
10/5/16

**Hodge & Associates, Inc.**  
Engineers Planners Surveyors Landscape Architects

# MONTHLY PAY REQUEST

INCLUDES CHARGES THROUGH:	INVOICE #
10/25/2016	3850-10-16

BILL TO
Larry Swanger 102 Mt. View Troy, ID 83871

PO Box 8728, 405 South Washington  
Moscow, ID 83843  
(208) 882-3520

PROJECT NUMBER & NAME		DATE CREATED		CUSTOMER PO #	
3850- Swanger Site Plan		10/26/2016			
DATE	ITEM	DESCRIPTION	QTY./HRS.	RATE	AMOUNT
9/26/2016	Drafting	FF Revisions	5.5	60.00	330.00
9/26/2016	Crew Chief	Bld calcs/ Foundation verification	1	80.00	80.00
9/27/2016	Drafting	FF Revisions	3	60.00	180.00
9/27/2016	Principal	Design	0.5	110.00	55.00
9/27/2016	Survey Tech	Calc Points and file transfers	1	60.00	60.00
9/27/2016	2 on Crew	Set control, shot CB	1	150.00	150.00
9/28/2016	2 on Crew	Set control, shot CB	2.5	150.00	375.00
10/3/2016	2 on Crew	Stake building corner	2	150.00	300.00
10/3/2016	Principal	Design	0.5	110.00	55.00
10/4/2016	Principal	Design	0.5	110.00	55.00
10/6/2016	Drafting	ITD Revision	4	60.00	240.00
10/7/2016	Survey Tech	Calc CB	0.5	60.00	30.00
10/7/2016	1 on Crew	Stake CB	1	110.00	110.00
10/7/2016	Drafting	ITD Revision	1.5	60.00	90.00
10/13/2016	Survey Tech	Calc Curb	2.5	60.00	150.00
10/13/2016	Drafting	ITD Revision	0.5	60.00	30.00
10/14/2016	Survey Tech	Check plans	2	60.00	120.00
10/20/2016	2 on Crew	Re-set hubs for CB	1	150.00	150.00
Project Manager _____			Total for this Invoice \$2,560.00		
Principal _____					

Phone #

Please refer to the project number when paying this invoice.

Subject to a finance charge of 2.0% if not paid within 30 days.

11/16/16  
#102(13)  
\$2560.00

*Hodge & Associates, Inc.*  
Engineers Planners Surveyors Landscape Architects

# MONTHLY PAY REQUEST

INCLUDES CHARGES THROUGH:

12/27/2016

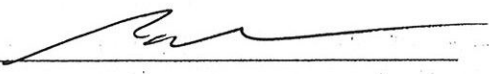
INVOICE #

3850-12-16

PO Box 8728, 405 South Washington  
Moscow, ID 83843  
(208) 882-3520

**BILL TO**

Larry Swanger  
102 Mt. View  
Troy, ID 83871

PROJECT NUMBER & NAME		DATE CREATED		CUSTOMER PO #	
3850- Swanger Site Plan		12/27/2016			
DATE	ITEM	DESCRIPTION	QTY./HRS.	RATE	AMOUNT
11/28/2016	2 on Crew	Light pole base	0.5	150.00	75.00
11/29/2016	Principal	URA walk design	1.5	110.00	165.00
12/13/2016	Survey Tech	Calc C&G and walk	1	60.00	60.00
12/13/2016	Crew Chief	Grading calcs and checks	1	80.00	80.00
Project Manager _____			<b>Total for this Invoice</b> \$380.00		
Principal 					

Phone #

Please refer to the project number when paying this invoice.

Subject to a finance charge of 2.0% if not paid within 30 days.

P 11/10/17  
# 1021 (07)  
\$380.00



P O Box 8929  
Moscow, ID  
83843  
208-882-7672

# Invoice

Date	Invoice #
11/17/2016	69160

Bill To
Larry Swanger PO Box 730 Troy, ID 83871

Ship To
203 W 3rd St Moscow, ID 83843

S.O. No.	Due Date	Project
J1890	12/17/2016	203 W 3rd St

Item	Description	Invoiced	Rate	Amount
Electrical Project L...	Progressive Billing #1 re: bid for 3rd & Jackson Street Lighting	1	25,687.20	25,687.20

Thank you for your business!

**Total** \$25,687.20

**Payments/Credits** \$0.00

**Balance Due** \$25,687.20

# 25687.20  
# 1015(07)  
12/14/16



P O Box 8929  
Moscow, ID  
83843  
208-882-7672

# Invoice

Date	Invoice #
12/20/2016	69522

Bill To
Larry Swanger PO Box 730 Troy, ID 83871

Ship To
203 W 3rd St Moscow, ID 83843

S.O. No.	Due Date	Project
J1890	1/19/2017	203 W 3rd St

Item	Description	Invoiced	Rate	Amount
Electrical Project L...	Progressive Billing #2 per bid for 3rd & Jackson Street Lighting	1	7,339.20	7,339.20

Thank you for your business!

**Total** \$7,339.20

**Payments/Credits** \$0.00

**Balance Due** \$7,339.20

*Handwritten:*  
7339.20  
1/10/17  
#1022(02)



P O Box 8929  
Moscow, ID  
83843  
208-882-7672

# Invoice

Date	Invoice #
6/27/2017	71896

Bill To
Larry Swanger PO Box 730 Troy, ID 83871

Ship To
203 W 3rd St Moscow, ID 83843

S.O. No.	Due Date	Project
J1890	7/27/2017	203 W 3rd St

Item	Description	Invoiced	Rate	Amount
Electrical Project L...	Progressive Billing #3 Per Bid @ 100% Re: 3rd & Jackson St. Lighting	1	3,669.60	3,669.60

Thank you for your business!

**Total** \$3,669.60

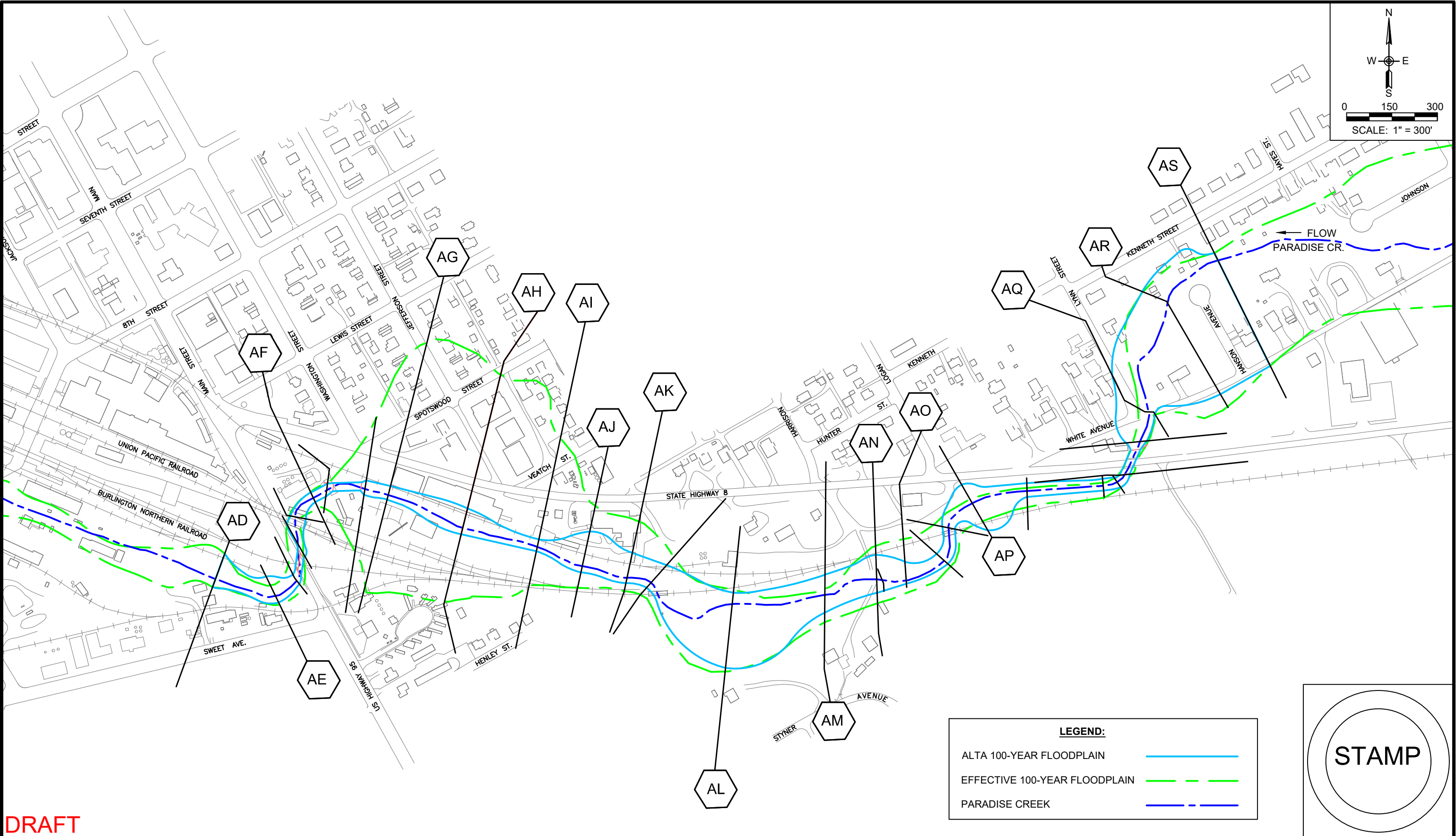
**Payments/Credits** \$0.00

**Balance Due** \$3,669.60

pd. 7/14/17  
\$ 3669.60  
# 1120(02)



P:\Engineering\City of Moscow FEMA 95-HWY8\02\_CAD\Floodplain Boundaries\Moscow\_FEMA\_Study\_US95 - HWY8\_Floodplains\_2018-03-16.dwg 3/16/2018



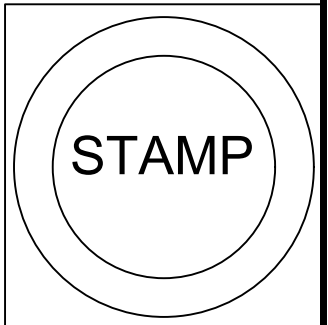
DRAFT

NO.	DATE	REVISIONS	BY	CHK	DRAFTER:	B. DAVIS	COORDINATE SYSTEM:	NAD83, ISP WEST, US FT
					DESIGNER:	S. FIROR	SCALE:	1" = 500'
					CHECKED:	S. FIROR	APPROVED:	X. XXXX
					DATE:	XX/XX/XXXX	DATE:	XX/XX/XXXX



CITY OF MOSCOW FEMA  
STUDY - US95 TO HWY8  
MOSCOW, IDAHO

PRELIMINARY 100-YEAR  
FLOODPLAIN BOUNDARIES



SHEET:	FIGURE 1
DATE:	3/16/2018
PROJECT NO.:	17837
SHEET NO.:	1 OF 2