



Meeting Agenda: Thursday, July 19, 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 June 26, 2018
  - B. June 2018 Financials
  - C. June 2018 Payables

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

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

3. **Selection of Respondent and Approval of Exclusive Negotiation Agreement for Alturas Lots 2 & 3, Block 1 of the Alturas Technology Park Phase II– Bill Belknap**

On June 9<sup>th</sup> and 16<sup>th</sup> the Agency published a request for proposals for Lots 2 & 3, Block II of the Alturas Technology Park Phase II Addition to the City of Moscow. One response was received from Shane and Janet Needham to acquire the lots to construct an additional building to facilitate Alturas Analytics continued growth and expansion. Staff has prepared a draft Exclusive Negotiation Agreement (ENA) that will allow the Agency and Needhams to negotiate the purchase of the two lots through a Disposition and Development Agreement (DDA). Staff recommends that the Board formally accept the proposal from Shane and Janet Needham and approve the proposed ENA.

**ACTIONS:** Accept the proposal from Shane and Janet Needham and approve the proposed ENA; or take other action as deemed appropriate.

4. **Proposed Conditional Use Permit for a Drive-up Window at 625 S. Jackson Street – Bill Belknap**

The Agency received notice of a public hearing that will be conducted on July 30<sup>th</sup> related to a Conditional Use Permit application for a drive-through coffee/espresso stand to be located adjacent to the south of the Sixth and Jackson property on the prior Anderson Property located at 625 S. Jackson Street. Staff is bringing the matter before the Board to determine if the Board desires to provide any comment upon the application.

**ACTIONS:** Receive report and provide staff with direction as deemed appropriate.

5. **Agency Policy Development Discussion – Bill Belknap**

Staff will lead the continuing discussion regarding the development of more formal Agency policies related to administrative matters, financial management and development participation.

**ACTIONS:** Receive report and provide staff with direction as deemed appropriate.

**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.

**6. South District Update – Bill Belknap**

Staff will provide an update on the status of the south Moscow district discussion.

**ACTIONS:** Accept report and provide staff with direction as deemed appropriate.

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



Special Meeting Minutes: TUESDAY, June 26, 2018, 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	Brandy Sullivan	Bill Belknap, MURA Executive Director
Art Bettge		Anne Peterson, MURA Clerk
Trent Bice		Brittany Gunderson, Treasurer
Steve Drown		
Dave McGraw		
Ron Smith		

Chair McGeehan called the meeting to order at 7:10 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 June 7, 2018
- B. May 2018 Financials
- C. May 2018 Payables

Bettge moved approval, seconded by Smith. Motion carried.

- 2. Public Comment for items *not on agenda*:** Three minute limit.  
None.

- 3. Announcements**  
None.

- 4. Draft FY2019 Capital Improvement Plan and Draft FY2019 Budget – Bill Belknap**

*During the Agency's strategic planning process that occurred last year, a 5-year capital improvement plan (CIP) was developed that was intended to set a framework for long-term financial planning related to capital public investments within the Legacy Crossing District. The CIP is updated each year to reflect new and projects that have been identified and to keep the CIP current. Staff has prepared an update to the CIP for the 2018-2022 fiscal years along with the draft FY2019 budget document for the Board's review and direction. The public hearing on the Agency's FY2019 budget has been set for the Agency's upcoming August 2<sup>nd</sup> meeting.*

Belknap reviewed capital projects completed in FY2017, completed/planned projects for FY2018, and projects anticipated at this time for FY2019-2022. Discussion regarding the Draft FY2019 budget included that proceeds from the sale of Alturas property will go to the Agency, and that the City holds the escrow account on 6<sup>th</sup> & Jackson. The Finance Committee recommended approval of both documents and the Agency Board concurred.

- 5. Discussion Regarding Agency Alturas Lots – Bill Belknap**

*As staff reported previously, the Agency has received recent interest in a potential lot sale within Alturas. In addition, the City recently amended the Zoning Code to broaden the uses allowed within Alturas and remove some ambiguous language that existed previously, and the current private restrictive covenants*

*will be available for potential amendment beginning in January of 2019. In light of these recent activities and events, Staff wishes to seek direction from the Board regarding the lot sale process and the allocation of lot sale proceeds for the Agency-owned lots located within the Alturas Technology Park.*

Belknap provided a very brief overview of the Alturas District history and the current status of Phase II properties (Alturas Analytics bought one and the Agency owns six). The most recent (2009) fair use value of the lots is \$2.34/sf which takes into account the zoning and covenant restrictions. In 2015, the District closed and excess tax increment revenues were disbursed to the taxing districts, less \$45,000 for on-going marketing and maintenance of the six remaining lots. A zoning code amendment approved in May broadened the definition of allowable uses in the RTO. In addition, the private covenants in Phase II become eligible for amendment in January 2019, so Belknap advised it was a good time to negotiate with the other Phase II owner what changes might be prudent. If the current covenant restrictions are removed, a new fair use appraisal will be required to account for the increased land value in response to the restriction removal. Belknap expects the rate to move much closer to regular market rates.

Belknap discussed the disposition of lots with Agency counsel and determined it should follow the same process as if the District was still in effect (i.e., publish an RFP, negotiate with the selected respondent, enter into a DDA, etc.) What is unclear is the fate of those proceeds. Idaho Code authorizes proceeds from the sale of assets remaining beyond the District termination to remain with the Agency, but the 2005 Amended and Restated Alturas Plan stated that any money remaining in the District at the time of its termination would be distributed to the taxing districts. Belknap noted it was likely not anticipated at the time the Plan was written that unsold lots would remain when the District closed. Belknap thought it would be in the Agency's best interest to return the proceeds to the taxing districts to avoid the appearance of holding onto the property until after District closure and removal of the restrictions in order to sell at a higher price. Smith suggested the sale proceeds could pay off the 6<sup>th</sup> & Jackson debt. Belknap said a transfer of funds between districts is not allowed (except for loans), and he thought it was important to consider the origin of those funds. McGraw said the lots were purchased with tax money so he thought the proceeds needed to go back to the taxing districts. Smith thought it prudent to keep some of it to remain solvent in case 6<sup>th</sup> & Jackson doesn't sell. Bettge agreed in principle with McGraw's point, but he thought the sale of lots with restrictions should go to the Agency, but those without restrictions should definitely go back to taxing districts because it would be more of a free-market approach. McGraw pointed out if the remaining lots had sold prior to closure the proceeds would have been in the Alturas fund balance and disbursed to the taxing districts. Belknap thought it important for the Agency to hold a consistent position for all lots. McGeehan thought the Plan contained the most compelling language supporting the proceeds going back to the taxing districts. Smith pointed out this will mean the Agency will not be able to help with some direct-expense projects while the fund balance is low. Staff was directed to prepare a Resolution outlining this Agency policy decision.

## **6. Agency Policy Development Discussion – Bill Belknap**

*Staff will lead the continuing discussion regarding the development of more formal Agency policies related to administrative matters, financial management and development participation.*

Belknap introduced the draft policy document and presented the administrative and development participation sections of the policy document. The Board agreed with the overall direction of the policy document. Belknap stated that the financial management section will be presented for review at the next meeting.

## **7. Turnstone Flats Streetscape Improvement Request – Bill Belknap**

*Over the last year, the City of Moscow and the owners of the Turnstone Flats Building have been working toward a joint project to a current non-compliant ADA access condition existing at the southeast corner of Third and Jackson as well as replacement of deficient sidewalk adjacent to the property. The project has been broken into two phases. Phase I of the project includes replacement of the existing deteriorated sidewalk with new walk, brick pavers, tree wells and decorative light fixtures. Phase II will include the replacement of the existing pedestrian drop and curb bulb construction to address ADA access at the*

intersection corner. The City and owner of the Turnstone Flats Building desire to construct Phase I this summer to address the significant deteriorated sidewalk conditions. Phase II will be funded by a grant from the Idaho Transportation Department for construction in 2019. The total project cost for Phase I is estimated at \$73,365 and the City and owners have requested the Agency to assist with the installation of the historic decorative lights, decorative brick pavers and tree wells. The requested elements are consistent with the current streetscape themes and anticipated future brick paver installations within downtown. Staff is recommending a project contribution in the amount of \$33,500. The Agency budgeted \$15,000 for streetscape improvements and \$40,000 in placemaking improvements (\$7,000 of which is being utilized to fund the South Main Pedestrian Underpass Study) within the current fiscal year which could be available to fund the requested participation.

Drown moved approval of the project contribution in the amount of \$33,500. Bice seconded the motion which carried unanimously.

#### **8. Northwest River Supply Tax Exemption Request – Bill Belknap**

*Northwest River Supply (NRS) is proposing a significant renovation and expansion of the prior Tidyman's building located at 1638 S. Blain Street to meet their growing needs and centralize their operations. The project is estimated as a \$13 Million dollar investment, and NRS has requested a property tax exemption from the Latah County Board of Commissioners as authorized under Idaho Code for certain eligible economic development projects to assist and support their expansion project. Under the proposed tax exemption agreement, the County would exempt 75% of the increased property value resulting from the project from property taxes for a period of five years and NRS is obligated to make the \$13 Million dollar investment and create 20 new jobs. After the initial five-year exemption period, the exemption would be removed and the full value would become taxable. The Agency received notice of a public meeting of the Latah County Board of County Commissioners that will occur on Wednesday, June 27<sup>th</sup> at 11:00 AM to discuss the proposed property tax exemption agreement. The proposed project is outside of the Legacy Crossing District boundary and therefore is not anticipated to have a direct impact upon the Agency or increment tax reviews received by the Agency. Staff is seeking direction from the Board regarding whether the Board wishes to provide any comment upon the proposed request to the Latah County Board of County Commissioners.*

Smith said he considered it appropriate for the MURA to support NRS and its contribution to the community. McGraw said there shouldn't be much, if any, City infrastructure costs and he had no concern that NRS would take advantage of the tax reduction and then leave the community. Bettge said the retail enhancement would be great for the community. Belknap will draft a letter of support for the Chair's signature.

#### **9. South District Update – Bill Belknap**

Item deferred to next meeting.

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

Item deferred to next meeting.

The meeting adjourned at 8:32 AM.

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Steve McGeehan, Agency Chair

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Date



**Balance Sheet**  
**June 30, 2018**

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**ASSETS**

Cash	10,403
Investments-LGIP	352,733
Investments-Zions Debt Reserve	44,361
Other assets	5,260
Land Held For Resale	531,256
Land	679,420
Total Assets	<u>\$ 1,623,433</u>

**LIABILITIES**

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	101,537
Total Liabilities	<u>452,037</u>

**FUND BALANCES**

Net Assets Invest. Cap Assets	332,420
Restricted Fund Balance	44,312
Unrestricted Fund Balance	858,616
Total Fund Balance	<u>1,235,348</u>

**Retained Earnings:** (63,952)

**Total Fund Balance and Retained Earnings:** 1,171,396

**Total Liabilities, Fund Balance and Retained Earnings:** \$ 1,623,433

June-18  
Checks by Date



Check Number	Vendor	Description	Check Date	Check Amount
4558	UAVISTA	Avista	6/15/2018	
	May 2018	6th & Jackson Service		47.17
Total for Check Number 4558:				47.17
4559	UCITYMOS	City of Moscow	6/15/2018	
	May 2018	City Utilities		204.25
	June 2018	City Admin Services		3,978.42
Total for Check Number 4559:				4,182.67
4560	UELAMBUR	Elam & Burke	6/15/2018	
	173900	Alturas Disposition		140.00
	173901	General Legal Fees Leg. Crossing		469.55
Total for Check Number 4560:				609.55
4561	UROSAUER	Rosauers	6/15/2018	
	02-786013	Meeting Materials		3.49
Total for Check Number 4561:				3.49
<b>Total bills for June 2018:</b>				<b>\$ 4,842.88</b>

June-18

Accounts Payable Checks for Approval



Check	Check Date	Fund Name	Vendor	Void	Amount
4558	06/15/2018	Moscow Urban Renewal Agency	Avista		47.17
4559	06/15/2018	Moscow Urban Renewal Agency	City of Moscow		3,978.42
4559	06/15/2018	Moscow Urban Renewal Agency	City of Moscow		204.25
4560	06/15/2018	Moscow Urban Renewal Agency	Elam & Burke		140.00
4560	06/15/2018	Moscow Urban Renewal Agency	Elam & Burke		469.55
4561	06/15/2018	Moscow Urban Renewal Agency	Rosauers		3.49
			Report Total:	<u>0.00</u>	<u>4,842.88</u>

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Steve McGeehan, Chairperson

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Bill Belknap, Executive Director

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.

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Brittany Gunderson, Treasurer



# General Ledger

## Expense vs. Budget

June-18



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	\$ 35,805.78	\$ 11,935.22	\$ 11,935.22	75.00%
890-880-10-642-10	Professional Services-Exec Dir	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-880-10-642-15	Professional Services-Other	\$ 6,000.00	\$ -	\$ 2,350.00	\$ 3,650.00	\$ 3,650.00	39.17%
890-880-10-642-20	Professional Services-Auditing	\$ 5,000.00	\$ -	\$ 4,800.00	\$ 200.00	\$ 200.00	96.00%
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	\$ -	\$ 57.00	\$ 943.00	\$ 943.00	5.70%
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	\$ 44,519.78	\$ 17,871.22	\$ 17,871.22	71.36%
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	\$ 140.00	\$ 1,380.00	\$ 3,120.00	\$ 3,120.00	30.67%
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	\$ 3.49	\$ 100.97	\$ 399.03	\$ 399.03	20.19%
E03	Commodities	\$ 7,500.00	\$ 143.49	\$ 1,480.97	\$ 6,019.03	\$ 6,019.03	19.75%
880	URA - General Agency	\$ 69,891.00	\$ 4,121.91	\$ 46,000.75	\$ 23,890.25	\$ 23,890.25	65.82%

# General Ledger

## Expense vs. Budget

June-18



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

## Expense vs. Budget

June-18



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	\$ 469.55	\$ 22,362.16	\$ (12,362.16)	\$ (12,362.16)	223.62%
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	\$ 469.55	\$ 22,362.16	\$ (10,362.16)	\$ (10,362.16)	186.35%
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	\$ 251.42	\$ 1,952.03	\$ 47.97	\$ 47.97	97.60%
890-895-10-658-10	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-658-51	Development Participation	\$ -	\$ -	\$ 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	Owner Participation Agreements	\$ 21,385.00	\$ -	\$ 59,522.78	\$ (38,137.78)	\$ (38,137.78)	278.34%
E03	Commodities	\$ 30,635.00	\$ 251.42	\$ 128,728.44	\$ (98,093.44)	\$ (98,093.44)	420.20%

General Ledger  
Expense vs. Budget

June-18



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	\$ 720.97	\$ 151,090.60	\$ 204,245.40	\$ 204,245.40	42.52%

# General Ledger

## Expense vs. Budget

June-18



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	\$ -	\$ -	\$ 6,504.54	\$ (6,504.54)	\$ (6,504.54)	0.00%
E05	Debt Service	\$ -	\$ -	\$ 6,504.54	\$ (6,504.54)	\$ (6,504.54)	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	\$ -	\$ 6,504.54	\$ 94,019.46	\$ 94,019.46	6.47%
890	Moscow Urban Renewal Agency	\$ 525,751.00	\$ 4,842.88	\$ 203,595.89	\$ 322,155.11	\$ 322,155.11	38.72%

General Ledger  
Revenue Analysis

June 2018



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Variance	Uncollected Bal	% Avail/Uncollec	% 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	\$ 2,622.43	\$ 135,233.47	\$ 93,746.53	\$ 93,746.53	40.94%	59.06%
890-000-00-431-11	EPA Clean-up Grant - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-471-00	Investment Earnings	\$ 1,000.00	\$ 542.41	\$ 4,410.57	\$ (3,410.57)	\$ (3,410.57)	-341.06%	441.06%
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>\$ 3,164.84</b>	<b>\$ 139,644.04</b>	<b>\$ 90,335.96</b>	<b>\$ 90,335.96</b>	<b>39.28%</b>	<b>60.72%</b>
<b>Revenue Total</b>		<b>\$ 229,980.00</b>	<b>\$ 3,164.84</b>	<b>\$ 139,644.04</b>	<b>\$ 90,335.96</b>	<b>\$ 90,335.96</b>	<b>39.28%</b>	<b>60.72%</b>

**LEGAL NOTICE  
REQUEST FOR PROPOSALS/  
DEVELOPMENT OPPORTUNITY**

Solicitation of a purchase and development proposal leading to a disposition and development agreement (DDA) for: Lots 2-3 (Block 1) within Alturas Technology Park, Phase II, Moscow, ID.

The Moscow Urban Renewal Agency (MURA), the urban renewal agency for the City of Moscow, Idaho, a public body corporate and politic, invites developers to submit a proposal with accompanying qualifications for the purpose of disposition and development of lots 2-3 (Block 1) within Alturas Technology Park, Phase II, Moscow, ID.

The developer selected through this RFP process will enter into an exclusive right agreement and subsequently, a disposition and development agreement. Interested individuals and firms are invited to obtain submission instructions from the MURA. Submission packets are available beginning June 11, 2018. The deadline for responses is 5:00 p.m. on July 11, 2018.

For further information, please contact the Agency's Broker, Justin Rasmussen at Palouse Commercial Real Estate at (208) 882-3800. Responses received after the deadline will be considered during the next award period. The disposition and development opportunity will be awarded to the firm or firms which, in the sole opinion of MURA, is the best qualified to successfully develop the project(s). The right is reserved to reject any or all submittals not conforming to the intent and purpose of this Request for Proposals whenever such action appears in the best interests of MURA. Submission of a statement of qualifications does not constitute business terms under an eventual agreement. MURA will not pay costs incurred in responding to this Request for Proposals. MURA may cancel this process at any time prior to the execution of any agreement without liability. More specific information as well as terms and conditions will be forwarded to those individuals and firms seeking to participate in the RFP process.

Publish: June 9, 2018 & June 16, 2018

## **MOSCOW URBAN RENEWAL AGENCY REQUEST FOR PROPOSALS:**

### **DISPOSITION AND DEVELOPMENT OF 1-2 LOTS IN ALTURAS TECHNOLOGY PARK II, MOSCOW, ID**

The Moscow Urban Renewal Agency (MURA) is pleased to announce the availability of two (2) lots for disposition and development in Moscow's Alturas Technology Park II. The Alturas Technology Park II is located adjacent to and to the east of Alturas Technology Park I, south of State Highway 8 and between Blaine Street and Mountain View Road, Moscow, Idaho.

The MURA invites developers to submit proposals for disposition and development of one (1) or more of the lots in conformance with pertinent zoning restrictions, real estate covenants, conditions and restrictions, and the Second Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005 (the Urban Renewal Plan).

This competitive bid process is intended to allow interested developers to respond to development opportunities in Alturas Technology Park. The MURA will negotiate an agreement with selected developer(s) for purchase of lot(s) and negotiation of a Disposition and Development Agreement (DDA).

1. **Project Summary:** Two (2) lots located in Alturas Technology Park II located near the intersection of State Highway 8 and Mountain View Road, Moscow, Idaho.

- Legal Description: Lots 2 and 3, Block 1, Alturas Business Park Phase II, Moscow, Idaho.
- Current Use: Undeveloped lots ready to build. Fully serviced with all utilities. Road and sidewalks installed.
- Current Zoning: Research, Technology and Office (RTO).
- Ownership: Moscow Urban Renewal Agency.
- Intended Use: Uses in conformance with the Urban Renewal Plan, City of Moscow RTO Zone and recorded conditions, covenants and restrictions.
- Price: To be negotiated, but in no case less than the fair value for uses in accordance with the urban renewal plan as determined by a fair use appraisal.

2. **Background:** In 1996, the Moscow Urban Renewal Agency adopted the City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 1996. The plan was designed to promote the location of clean, technology based businesses in a quality subdivision with other similar businesses. This plan was approved and Alturas Technology Park I was developed. Alturas I had six (6) commercial lots and one (1) lot devoted to a public park. Building on the success of Alturas I, the MURA proceeded with the development of Alturas Technology Park II. Alturas II has seven (7) lots



of which two (2) are now available for purchase through this disposition and development process.

3. **Project Objective:** The MURA is seeking business owners and developers who are prepared to pay no less than the fair use market price for lots and who are willing to develop those lots for purposes and uses in conformance with the Second Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005. The MURA envisions the development of an esthetically pleasing and efficient research and technology park including prototype manufacturing and office uses as allowed by current zoning regulations and real estate covenants, conditions and restrictions, along with compliance with the Urban Renewal Plan.
4. **Development Requirements:** The development will conform to the requirements of the real estate covenants, conditions and restrictions, and all development and zoning regulations along with the Urban Renewal Plan.
5. **Submittal Requirements:**

The proposer shall:

- Submit a cover letter which outlines the relevant details of the development proposed to be constructed on the lot, including, but not limited to: type of business to be conducted, business plan, size of structure, basic design, including one or two story configuration;
- Identify funding sources;
- Identify business partners, principals, etc.;
- Be willing to execute a DDA; and
- Execute release documents as attached at time of submission of proposal.

Two (2) copies of the proposal, including the executed release documents, should be submitted to Moscow Urban Renewal Agency, in care of Bill Belknap, Executive Director, PO Box 9203, 221 East Second Street, Moscow, Idaho, 83843. All proposals shall be clearly marked “Alturas Lot Proposal”. Project proposals may be received at any time during regular business hours (8:00 a.m. through 5:00 p.m. Monday through Friday, except holidays). No facsimile or email delivery will be accepted.

The MURA reserves the right to reject any and all proposals submitted, or to waive any minor formalities of this request if, in the judgment of the MURA, the best interest of the MURA would be served.

6. **Proposal 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 Alturas Technology Park II area as outlined in the Urban Renewal Plan.
  - Compliance of the proposed development with pertinent zoning restrictions, real estate covenants, conditions and restrictions and the Urban Renewal 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.

**7. Target Dates and Timelines:**

Notice published and RFP issued	6/9/2018
Proposals due to MURA	7/11/2018
Review of proposals completed by MURA	7/25/2018
Selection and Execution of Exclusive Negotiation Agreement (ENA)	8/2/2018
Negotiation of Disposition and Development Agreement (DDA)	8/31/2018
Execution of DDA	9/6/2018

8. **Other Information:** All questions regarding this RFP should be directed to MURA Executive Director at (208) 883-7011. Only written responses from the MURA will be deemed official responses.
9. **MURA Discretion and Authority:** MURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the Urban Renewal Plan, or it may proceed with further selection processes, or it may reject any and all submissions. MURA will determine from the information submitted in the responses, the most qualified developer to meet the stated duties as evaluated under the criteria set forth herein. Final selection will be made by the MURA Commission.

The issuance of the RFP and the receipt and evaluation of submissions does not obligate the MURA to select a developer and/or enter into the Exclusive Right to Negotiate Agreement. Submissions do not constitute business terms under any eventual Exclusive Right to Negotiate Agreement. The MURA will not pay costs incurred in responding to this RFP. The MURA may cancel this process at any time prior to the execution of an Exclusive Right to Negotiate Agreement without liability.

**Proposal for Purchase and Development  
Alturas Technology Park Phase II  
Lots 2 and 3 of Block 1  
Submitted by: Shane and Janet Needham ("Buyer")**

**RECEIVED**

**JUN 28 2018**

**City of Moscow**

**1. OBJECTIVE OF OFFER AND USE**

Buyer to purchase Lots 2 and 3 of Block 1, Alturas Technology Park Phase II. Our Business Plan is to purchase the two lots adjacent to the Alturas Analytics, Inc. building and construct a similar building(s) to expand the existing operation of Alturas Analytics, Inc.; of which we are shareholders and officers. The land and building will be owned by us as husband and wife (or an Idaho limited liability company owned by us) and leased back to Alturas Analytics Inc. for its business purposes described herein this Proposal. This Proposal outlines our business plan and proposal for purchase by the Buyer and the general operations of Alturas Analytics, Inc., as the tenant of the Buyer, all in compliance with the rules and regulations of the Urban Renewal Agency of Moscow, Idaho (MURA), City of Moscow, State of Idaho, as adopted and an amendments thereto.

**A. DETAILS OF OFFER**

- Price of each Lot:      Lot 2: \$68,824.00 (\$2.34 per sq/ft X 29,412 sq/ft)  
                                    Lot 3: \$66,386.00 (\$2.34 per sq/ft X 28,370 sq/ft)
- Terms of Sale:           Cash
- Closing Date:           As soon as possible
- Closing Fees:           Split Equally between Buyer and Seller
- Property Tax:           Property tax, if any, to be prorated between Buyer and Seller
- Title Insurance:        To be furnished by Seller at Seller expense  
                                    Latah County Title Company preferred
- Building Financing:   Commercial Lender of Buyer's selection
- Construction:          Commencing in 2018 or 2019 building season.

**B. VESTING**

- Buyer or Idaho limited liability company to be formed by Buyer owned by Buyer as its sole and only members upon the date of Closing.

**2. EXECUTIVE SUMMARY OF ALTURAS ANALYTICS, INC.**

- Alturas Analytics, Inc. is an Idaho Sub-S corporation, organized in May, 2000.
- Alturas Analytics, Inc. owned by:
  - Robin Woods
  - Mike Pearson
  - Shane Needham
  - Janet Needham
- Alturas Analytics, Inc. provides LC-MS/MS and GC-MS/MS analytical testing services to the biotech and pharmaceutical industries.

### **3. ABOUT ALTURAS ANALYTICS, INC.**

Alturas Analytics, Inc. is a bioanalytical laboratory providing expert (Good Laboratory Practices) GLP and Non-GLP LC-MS/MS and GC-MS/MS bioanalysis and biomarker quantitation services in both small and large molecules. A contract research organization (CRO) specializing in quantitative bioanalytical method development, validation, and sample analysis in all biological matrices, we deliver quality results on-time in support of therapeutic development programs.

### **4. SERVICES OF ALTURAS ANALYTICS, INC.**

Our Alturas' expert staff has experience with the following applications:

- Quantitative analysis of drugs, therapeutics and biomarkers from biological fluids, tissues and other matrices

### **5. VISION AND MISSION OF ALTURAS ANALYTICS, INC.**

MISSION: LC-MS/MS and GC-MS/MS BIOANALYTICAL EXPERTS, leading the future of bioanalysis

VISION: Build an enduring company

### **6. CLIENTS OF ALTURAS ANALYTICS, INC.**

The majority of our clients are pharmaceutical and biotech companies located in numerous large metropolitan areas around the globe. Alturas Analytics operates under very strict security and confidentiality and does not disclose its client list.

### **7. LOCATION OF ALTURAS ANALYTICS, INC.**

Alturas Analytics is currently located at 1324 Alturas Drive Moscow, Idaho, in the Alturas Technology Park I.

The company looks forward to more science and technology businesses location with the park and would like us, as Buyer, to purchase the lots, construct the required improvements to be leases and then lease the same to the company. We appreciate the amenities of the Park including the nearby Paradise Path and Latah Trail, the outdoor park with fountain and fish pond, etc. as it provides a quality of life that improves recruitment and retention of employees due to pleasant work environment.

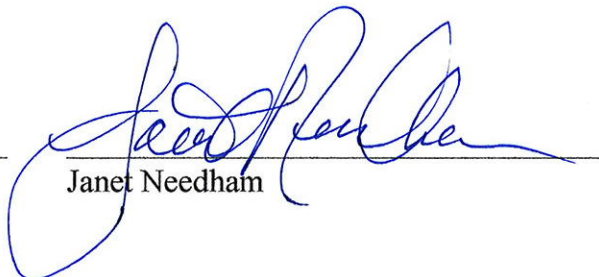
### **8. LEGAL STRUCTURE OF ALTURAS ANALYTICS, INC. AND BUYER**

Buyer: Shane and Janet Needham, husband and wife or Idaho limited liability owned by them.

Tenant: Alturas Analytics, Inc., is a Sub-chapter S Corporation.

Executed this 22, day of June 2018 by:

  
Shane Needham

  
Janet Needham



**RELEASE, WAIVER AND INDEMNITY AGREEMENT  
2018**

The undersigned has read and fully accepts the discretion and non-liability of Urban Renewal Agency of Moscow, Idaho (MURA), City of Moscow, Idaho (hereinafter "City") as stipulated herein.

**A. Discretion of City and MURA**

MURA reserves the right in its sole discretion and judgment for whatever reasons it deems appropriate to, at any time:

1. Modify or suspend any and all aspects of the process seeking interested developers for the lots located in the area known as Alturas Business Park Phase II to the City of Moscow, Latah County, Idaho, pursuant to the Second Amended and Restated City of Moscow, Idaho Research and Technology Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005 (hereinafter "Project"), herein referred to as Submissions of Interest ("SOI");
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MURA's SOI (any such person, entity, or group so responding is, for convenience, hereinafter referred to as "Developer"), and to ascertain the depth of Developer's capability and desire to purchase and/or lease and develop the property expeditiously, and in any and all other respects, to meet with and consult with any or any other person, entity, or group;
3. Waive any formalities or defects as to form, procedure, or content with respect to its SOI and any responses by any Developer thereto;
4. Accept or reject any proposal or statement of interest received in response to the SOI including any proposal or statement of interest submitted by the undersigned, or select one Developer over another;
5. Accept or reject all or any part of any materials, drawings, plans, implementation programs, schedules, phasings, and proposals or statements, including, but not limited to, the nature and type of development.

**B. Non-Liability of City and MURA**

The undersigned agrees: (1) that neither City nor MURA shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any of the following; and (2) that the undersigned has not and shall not obtain at any time, whether before or after acceptance or rejection of any statement of interest or proposal, any claim or claims against City, MURA, or any

of them, or against City property (all as hereinafter defined) or MURA, directly or indirectly, by reason of all or any of the following:

1. Any aspect of the SOI, including any information or material set forth therein or referred to therein;
2. Any modification or suspension of the SOI for informalities or defects therein;
3. Any modification of or criteria or selection or defects in the selection procedure of any act or omission of MURA with respect thereto, including, but not limited to, obtaining information from any Developer contacts or consultations with Developers who have submitted statements of interest or proposals as to any matters or any release or dissemination of any information submitted to MURA;
4. The rejection of any statement of interest or proposal, including any statement of interest or proposal by the undersigned, or the selection of one Developer over another;
5. The acceptance by MURA of any statement of interest or proposal;
6. Entering into and thereafter engaging in exclusive negotiations;
7. The expiration of exclusive negotiations;
8. Entering into any development agreement, other agreement or lease, relating to the statement of interest or proposal, or as a result thereof;
9. Any statement, representations, acts, or omissions of MURA in connection with all or any of the foregoing;
10. The exercise of MURA discretion and judgment set forth herein or with respect to all or any of the foregoing; and
11. Any and all other matters arising out of or directly or indirectly connected with all or any of the foregoing.

The undersigned further, by its execution of this Release, expressly and absolutely waives any and all claim or claims against MURA and MURA property, or City and City property, directly or indirectly, arising out of or in any way connected with all or any of the foregoing.

For purposes of this section, the terms "MURA," and "City" include their respective commissioners, appointed and elected officials, members, officers, employees, agents, selection committee, volunteers, successors, and assigns; the terms "MURA property," or "City property" include property which is the subject of the SOI and all other property of MURA and City, real, personal, or of any other kind or character; the terms "claim or claims" include any and all protests, rights, remedies, interest, objections, claims, demands, actions, or causes of actions, of every kind or character whatsoever, in law or equity, for money or otherwise including, but not limited to,

claims for injury, loss, expense, or damage, claims to property, real or personal, or rights or interests therein, and claims to contract or development rights or development interests of any kind or character, in any MURA and/or City property, or claims which might be asserted against to cloud title to MURA or City property. The words "Developer or Developers" shall include any person, entity or group responding to MURA's SOI.

C. Hold Harmless and Indemnity

The undersigned shall defend, hold harmless, and indemnify MURA and City, and each of them, from and against any and all claims, directly or indirectly, arising out of the SOI and the Undersigned's responses thereto, including, but not limited to, claims, if any, made by Undersigned or by anyone connected or associated with Undersigned or by anyone claiming directly or indirectly through Undersigned.

Respondent \_\_\_\_\_

By: \_\_\_\_\_

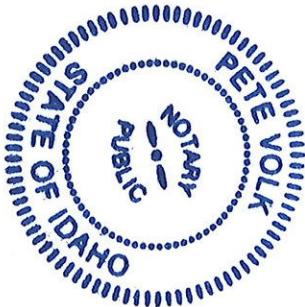
Its: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF LATAH        )

On this 28<sup>th</sup> day of June, 2018, before me, a Notary Public in and for said State, appeared Shamir Janet Needham known to me to be the person named above and acknowledged that he executed the foregoing document, in his official capacity as \_\_\_\_\_ of \_\_\_\_\_.



\_\_\_\_\_  
Notary Public for the State of Idaho

Residing at Viola, Idaho

My commission expires 13 April 2021



# **EXCLUSIVE NEGOTIATION AGREEMENT**

between

**Moscow Urban Renewal Agency**

and

**Shane and Janet Needham**

For the development of:

For the development of  
Block 1, Lots 2 & 3

Alturas Technology Park, Phase II

\_\_\_\_\_, 2018



## EXCLUSIVE NEGOTIATION AGREEMENT

This EXCLUSIVE NEGOTIATION AGREEMENT (hereinafter “Agreement” or “ENA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the MOSCOW URBAN RENEWAL AGENCY of the City of Moscow, Idaho, a public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Local Economic Development Act of 1988 as amended (hereinafter the “Act”), and Shane and Janet Needham, or its assigns (hereinafter “Developer”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

### **RECITALS**

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

WHEREAS, the City of Moscow, Idaho adopted its Ordinance No. 2005-18 on June 20, 2005, approving the Second Amended and Restated City of Moscow, Idaho Research and Technology Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005 (hereinafter the “Plan”), which includes the plans to sell lots located in the Project Area for development of Phase II of the Research and Technology Business Park and the plat for Alturas Technology Park, Phase II of the City of Moscow, Latah County, Idaho (hereinafter the “Project Area”); and

WHEREAS, Agency currently owns Lots 2 & 3, Block 1 of the Alturas Technology Park Phase II Addition to the City of Moscow, (hereinafter the “Lots”) which is within the Project Area;

WHEREAS, Agency has published a Request for Proposals for Redevelopment of the Lots in conformance with the Law and the Act (hereinafter the “Request for Proposals”); and

WHEREAS, Developer has submitted a complete and timely response to Agency’s Request for Proposals for Redevelopment of the Lots;

NOW, THEREFORE, Agency and Developer hereby agree as follows:

### **AGREEMENT**

#### **1. NEGOTIATIONS.**

1.1 **GOOD-FAITH NEGOTIATIONS.** Agency and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Disposition and Development Agreement (“DDA”) to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Lots. The Lots are more particularly described in Exhibit “A” attached hereto. Agency agrees for the period set forth below not to negotiate with any other person or any other entity regarding the development or redevelopment of the Lots.

1.2 **NEGOTIATION PERIOD.** The duration of this Agreement (the “Negotiation Period”) shall continue from the execution of this Agreement by Agency for a period of ninety (90) days. If,

upon expiration of the Negotiation Period Developer has not signed and submitted a DDA to the Agency (unless a written extension is granted by the Agency), then this Agreement shall automatically terminate. If a DDA is so signed and submitted by Developer to Agency on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by Agency for a period not to exceed sixty (60) days from the date of such submittal during which time Agency shall take all steps legally necessary to: (1) consider the terms and conditions of the proposed DDA; (2) if appropriate, take the actions necessary to authorize Agency to enter into the DDA; and (3) execute the DDA. If Agency has not executed the DDA within sixty (60) days from the date such DDA is submitted (unless written extension is granted by the Developer), then this Agreement shall automatically terminate. The Parties agree to consider reasonable requests for extensions of time of the Negotiation Period and of the approval period for action and approval by Agency; provided, however, Agency may, at its discretion, require Developer to pay an extension fee for any such extension requested by Developer. If the negotiations do not result in an executed DDA, Developer shall submit to Agency a summary of its findings and determinations regarding the proposed development. If this Agreement is terminated per this section, Developer shall not seek reimbursement for costs and expenses from Agency.

1.3 DEPOSIT. Developer agrees to provide a deposit in the amount of Five Thousand and no one/hundredths dollars (\$5,000.00) to enter into an agreement to negotiate exclusively with Agency with regards to the Lots. The deposit shall then be applied against the purchase price for the Lots as determined by the DDA.

1.4 TERMINATION. In the event Developer has not continued to negotiate diligently and in good faith, Agency shall give written notice thereof to Developer, who shall then have five (5) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of Developer to thereafter commence negotiating in good faith within such five (5) working days, this Agreement may be terminated by Agency. In the event of such termination by the Agency, Agency shall retain the deposit, and neither Party shall have any further rights against or liability to the other under this Agreement, save and except the right of Developer to contest such action by Agency. In the event Agency has not continued to negotiate diligently and in good faith, Developer shall give written notice thereof to Agency, which shall then have five (5) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of Agency to thereafter commence negotiating in good faith within such five (5) working days, this Agreement may be terminated by Developer. In the event of such termination by Developer, Agency shall immediately return the entire deposit to Developer, and neither Party shall have any further rights against or liability to the other under this Agreement. Upon automatic termination of this Agreement at the expiration of the Negotiation Period or any extension thereof or other termination, then concurrently therewith, the deposit shall be paid by Agency to Developer, and neither Party shall have any further rights against or liability to the other under this Agreement. If a DDA has been executed by the Agency and Developer, the DDA shall thereafter govern the rights and obligations of the Parties with respect to the development of the Property.

## 2. DEVELOPMENT CONCEPT.

2.1 SCOPE OF DEVELOPMENT. Within the time set forth in Exhibit B, Schedule of Performance, Developer shall submit to Agency Developer's specific proposed scope of development regarding the use of the Lots (hereinafter referred to as the "Project"). Upon Agency's execution of this Agreement, Developer shall begin immediately the process of preparing

a development plan for the Lots (“Development Plan”). The Development Plan shall include basic concept drawings for the Project and an implementation program including scheduling. Specific parts of the Development Plan will include, but not be limited to, perspective renderings, site plan, elevations/sections, narrative description, and critical path analysis. The critical path analysis will cover the entire Lots development through completion, including occupancy. Submittal of the Development Plan initiates a two-phase review process outlined as follows:

Phase 1: Conditional approval of the initial plan submittal acknowledges Agency’s endorsement of the Development Plan for the described Project. Developer is encouraged to refine and supplement the Development Plan submittals and to work with Agency toward successful completion of the second review, if required, which will culminate in compliance with the provisions of the Moscow City Zoning Ordinance and related local government requirements.

Phase 2: Within the times set forth in the Schedule of Performance, Agency shall either approve or disapprove the Development Plan. In the event the Development Plan and submittal are initially disapproved, Agency shall set forth the reasons for disapproval. Developer shall then have thirty (30) days to resubmit information to satisfy the reasons for disapproval; provided, however, in the event the Development Plan is again disapproved, this Agreement shall be terminated.

In the event at any time during the Negotiation Period the Developer determines that it is not feasible to proceed with development of the Lots, this Agreement shall be terminated upon ten (10) days’ written notice to Agency. Likewise, in the event at any time during the Negotiation Period the Agency determines that it is not feasible to proceed to the development of the Lots, this Agreement shall be terminated upon ten (10) days’ written notice to Developer. In the event of such termination, Agency shall return the deposit to Developer, and neither Party shall have any further rights against or liability to the other under this Agreement. Developer acknowledges and consents that in the event this Agreement is terminated for nonperformance by Developer, or Developer’s conclusion that the Project is not feasible, or the Project is terminated for any reason hereunder, Agency has the right and authority to enter into an exclusive right to negotiate agreement with any other interested developer.

2.2 CONSISTENT PLANS. Developer’s Development Plan shall recognize and be consistent with Agency’s Plan, subject to the provisions defined in this Agreement.

2.3 COORDINATION WITH ADJACENT DEVELOPMENT. During the Negotiation Period, Developer shall use its best efforts to coordinate its Development Plan and design with the adjacent development.

2.4 PROGRESS REPORTS. Upon reasonable notice, as from time to time reasonably requested by Agency, Developer agrees to make progress reports advising Agency on all matters and all studies being made by Developer.

3. PURCHASE PRICE. The purchase price to be paid by Developer under the DDA will be established by Agency after preliminary negotiations with Developer. Such purchase price shall be established by Agency during the Negotiation Period. Based on the Development Plan, Agency will prepare and provide Developer with a reuse appraisal. Such purchase price will be based upon such factors as market conditions, density of development, costs of development, risks of Agency, risks of

Developer, Developer participation in the funding of public facilities and amenities, and estimated or actual Developer profit. Developer recognizes that under the Law, the purchase price cannot be less than the fair value for uses in accordance with the Plan. The purchase price and DDA shall be subject to approval by Agency. During the Negotiation Period, Agency and Developer will negotiate the schedule for the disposition and development of the Lots.

#### 4. DEVELOPER'S RESPONSIBILITIES.

4.1 NATURE OF THE DEVELOPER. Developer is Shane and Janet Needham, or their assigns. Notwithstanding any other provision of this Agreement, Developer reserves the right, at Developer's discretion and without prior written consent of Agency, to join and associate with other entities for the purpose of acquiring and developing the Lots, provided that Developer maintains operating control of such entities and remains fully responsible to Agency as provided in this Agreement with respect to the Lots. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

4.2 PRINCIPAL OFFICE OF THE DEVELOPER. The mailing address of Developer is [REDACTED], Moscow, ID 83843.

4.3 DEVELOPER'S DEVELOPMENT TEAM. "Development Team" is defined as the Developer together with all contracted professionals and principal associates identified pursuant to this Section. The Developer's architect, attorney, project manager and other members of the development team will be identified at a later date and will be incorporated into the DDA.

4.4 DEVELOPER'S LEGAL COMPLIANCE. Developer recognizes it will be required to comply with all applicable laws, including, but not limited to: all applicable federal and state labor standards; antidiscrimination standards; affirmative action standards; nondiscrimination and non-segregation standards; laws; pre-existing legal, use, and all development and zoning regulations, and any applicable covenants and restrictions; and regulations in development, rental, sale, or lease of the Lots.

4.5 DEVELOPER'S FINANCIAL CAPACITY. Developer acknowledges that the DDA will require that Developer submit to Agency satisfactory evidence of Developer's plan for financing the Project sufficient to permit Agency to determine Developer's ability to finance and complete the Project. The timing of submittal and forms of such evidence of financing shall be addressed in the DDA. The evidence of financing may include evidence of the approval for construction financing for the Developer's portions of the development of and long-term financing for the Property.

#### 5. AGENCY'S RESPONSIBILITIES.

5.1 AGENCY ASSISTANCE AND COOPERATION. Agency shall cooperate fully in providing Developer with appropriate information and assistance.

5.2 REAL ESTATE COMMISSIONS. Agency shall only be liable for any real estate commission or brokerage fees which may arise here from in accordance with the Agency's Commercial Real Estate Services Agreement with Palouse Commercial Real Estate dated June 7, 2017. Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

5.3 LIMITATIONS AND CONDITIONS OF THIS AGREEMENT. By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by Agency, the City, or any agency or department thereof; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency, including, but not limited to, environmental clearance and historic preservation approval. This Agreement does not constitute a disposition of property or exercise of control over property by Agency or City of Moscow, Idaho.

6. GENERAL PROVISIONS.

6.1 REMEDIES AND DAMAGES. Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse, and Agency's only recourse and security for those obligations shall be the recovery of possession of the Lots, the recovery of attorney fees and costs incurred in the recovery of the Lots, and termination of this Agreement. Nothing stated in this section shall be deemed to have effected a release or impairment of Agency's fee title to the Lots. If a dispute arises out of or relates to this Agreement or the breach thereof and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the northwestern states or otherwise, as the Parties may mutually agree before resorting to litigation or to arbitration. In the event of any action or proceeding described in this section between any of the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of any Party hereunder, the unsuccessful Party to such proceeding shall pay the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

6.2 NO RECORDATION. In no event shall any Party record this Agreement or any memorandum hereof or otherwise encumber the Lots by reason of the selection process, this Agreement, or the negotiations contemplated hereby.

6.3 FORCE MAJEURE. Time periods provided for performance of the obligations set forth in this Agreement shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire, or other casualty, litigation by third parties, the elements or acts of God, or other causes, other than financial, which are beyond the reasonable control of the Party having the relevant obligation.

6.4 SUCCESSORS AND ASSIGNS. Except as specifically authorized in this agreement, no Party may assign or delegate its obligations under this Agreement without the consent of each other Party hereto, which consent may be withheld in the discretion of that Party. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

6.5 NUMBER AND GENDER. In constructing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.6 NO THIRD-PARTY BENEFICIARY. This Agreement is not intended to create, does not create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

6.7 COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date this Agreement is signed by Agency.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

AGENCY: Moscow Urban Renewal Agency, Moscow, Idaho

By \_\_\_\_\_  
Steve McGeehan, Chair

#### ACKNOWLEDGMENT

STATE OF IDAHO            )  
                                      ) ss.  
COUNTY OF LATAH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said State, appeared Steve McGeehan, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for the Urban Renewal Agency of Moscow, Idaho.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

DEVELOPER: Shane and Janet Needham

By \_\_\_\_\_  
Shane Needham

By \_\_\_\_\_  
Janet Needham

#### ACKNOWLEDGMENT

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF LATAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said State, appeared Shane Needham, known to me to be the person named above and acknowledged that he executed the foregoing document.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

#### ACKNOWLEDGMENT

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF LATAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said State, appeared Janet Needham, known to me to be the person named above and acknowledged that she executed the foregoing document.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

## EXHIBIT A

### PROPERTY DESCRIPTION

Lots 2 & 3, Block 1 of the Alturas Technology Park Phase II Addition to the City of Moscow

## EXHIBIT B

### SCHEDULE OF PERFORMANCE

#### ACTION

#### DATE

1. Deposit. The Developer shall deliver the Deposit to the Agency. No later than July 31, 2018.
2. Submission of Development Plan. The Developer shall submit Development Plans to Agency for approval. No later than September 15, 2018.
3. Submittal of Draft Disposition and Development Agreement (DDA). The Agency staff and Developer shall have completed a draft DDA in a sufficiently final form to permit review by the Agency Board and to proceed through the required approval process. No later than October 15, 2018.
4. DDA Consideration. The Agency Board shall consider and approve if appropriate the DDA. No later than November 15, 2018.



# NOTICE OF PUBLIC HEARING

Proposal for Conditional Use Permit at 625 S Jackson Street  
Permit Application LUP2018-20

A public hearing at which you may be present and speak will be conducted before the Board of Adjustment of the City of Moscow at which time the following proposals will be considered:

Conditional Use Permit application for a Drive-Through Coffee/Espresso Stand located at 625 S. Jackson Street within the Urban Mixed Commercial (UMC) Zoning District per Moscow City Code 4-3-4.

**HEARING DATE:** Monday, July 30, 2018

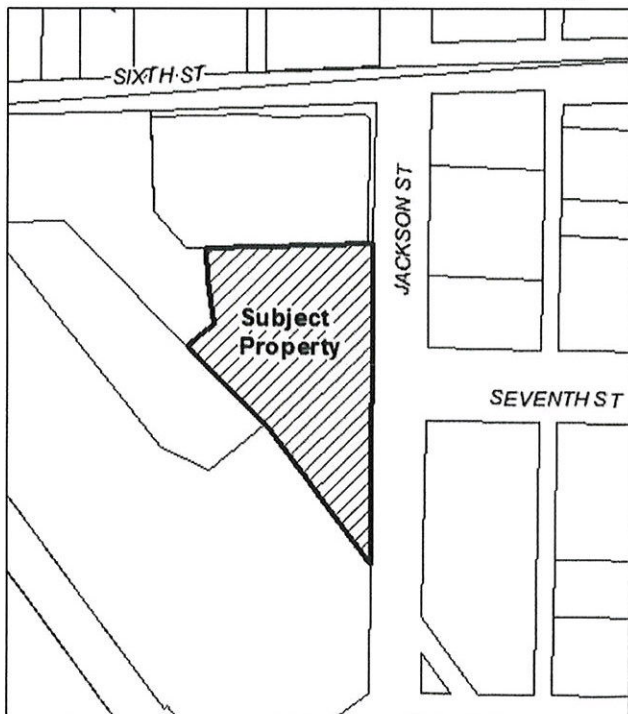
**HEARING LOCATION:** Council Chambers on the Second Floor of Moscow City Hall  
206 East Third Street, Moscow, Idaho

**MEETING TIME:** 7:00pm

*Note:* Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at:



<http://id-moscow.civicplus.com/593/Public-Hearing-Notices>

Laurie Hopkins,  
Moscow City Clerk

  
Anne Peterson, Deputy City Clerk

Publish: Saturday, July 7, 2018