



Meeting Agenda: Thursday, February 7, 2019, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3<sup>rd</sup> Street • Moscow, ID 83843  
(A) = Board Action Item

1. **Consent Agenda (A)**- 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 January 17, 2019

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

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

3. **Presentation of Sixth and Jackson Proposals (A) – Bill Belknap**

On September 8, 2018, the Agency published a request for proposals for the disposition and development of the portions of the Sixth and Jackson property that would remain after the development of Hello Walk. Three proposals were received by the submission deadline of December 21, 2018. The respondents have been invited to present their proposals to the Board and answer any questions that the Board may have. After the proposal presentations, an opportunity for brief public comments will be provided.

**ACTION:** Receive the proposal presentations and accept any public comment provided; or take other action as deemed appropriate.

4. **Exclusive Negotiation Agreement for Lots 1, 2, 3 & 4, Block 2 of Alturas Technology Park Phase II (A) – Bill Belknap**

On December 8, 2018, the Agency published a require for proposals for the development and disposition of Lots 1, 2, 3 & 4, Block 2, of the Alturas Technology Park Phase II. One proposal was received from Economic Modeling, LLC which conducts business as EMSI, a technology and data analysis company located in Moscow. EMSI is proposing to develop a new 50,000 sf office facility upon the subject lots within the Alturas Technology Park. Staff has prepared an Exclusive Negotiation Agreement with Economic Modeling, LLC for the Board's consideration and approval.

**ACTION:** Approve the proposed Exclusive Negotiation Agreement with Economic Modeling, LLC; or take such other on deemed appropriate.

5. **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.



## Meeting Minutes: December 20, 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, Chair		Bill Belknap, Executive Director
Art Bettge		Anne Peterson, Clerk
Trent Bice		Brittany Gunderson, Treasurer
Steve Drown		
Dave McGraw		
Ron Smith		
Brandy Sullivan		

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

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

*A. Minutes from December 20, 2018*

*B. December 2018 Financials and Payables*

Bettge moved approval, seconded by Smith. Motion carried.

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

Victoria Seever, 121 Lilly, speaking as a citizen rather than a member of the Planning & Zoning Commission, commented on the parking problems caused by the Identity project on South Main, the Evolve project in downtown Pullman, and downtown residents in general whose use of public parking impacts commerce and customers. Given all those already-existing problems, she didn't want to see another student-centered project on the 6<sup>th</sup> and Jackson lot that would adversely impact town mobility and business.

- Election of Officers for 2019 (A) – Chairperson McGeehan**

*Per the Agency's bylaws, annual officer elections are to be held at the first meeting in January. The Agency will need to elect and appoint officers for the positions of Chairperson, Vice Chairperson and Secretary.*

**ACTION:** *Elect and appoint the 2019 officers for the positions of Chairperson, Vice Chairperson and Secretary.*

Smith moved to elect the incumbents to another term, seconded by McGraw. All incumbents were willing to continue serving. Motion carried unanimously. (McGeehan, Chair; Sullivan, Vice-Chair; Bettge, Secretary)

- Amendment to the Schedule of Performance for the Needham Exclusive Negotiation Agreement (A) – Bill Belknap**

*On July 19th, 2018 the Board approved an Exclusive Negotiation Agreement (ENA) with Shane and Janet Needham for the disposition and development of Lots 2 and 3, Block 1, Alturas Business Park Phase II. On September 6th, the Board approved Mr. Needham's request to*

*amend the schedule of performance under the ENA, extending the date for submission of his development plans from November 15, 2018 to January 15, 2019. On December 26, 2018, Staff received an additional extension request from Mr. Needham, requesting the extension of that date to April 15, 2019 due to unavailability of local design professionals and required facility design research. The proposed Second Amended ENA is attached for the Board's review and approval.*

**ACTION:** *Approve the proposed Second Amended ENA and associated schedule of performance; or take such other action deemed appropriate.*

Following the above introduction by Belknap, Bettge commented that planning a laboratory is not a speedy endeavor and needs to be done correctly. McGraw said specialized architects are difficult to contract right now. McGeehan agreed that Needham's due diligence is important. Smith moved approval of the Seconded Amended ENA. Bettge seconded the motion and it carried unanimously.

#### **5. Sixth and Jackson Request for Proposal Report and Discussion (A) – Bill Belknap**

*On September 8, 2018 the Agency published a request for proposals for the disposition and development of the portions of the Sixth and Jackson property that would remain after the development of Hello Walk. Three proposals were received by the submission deadline of December 21, 2018. Staff will provide an overview of the anticipated review and selection process for the Board's discussion and direction, which is anticipated to include proposal presentations at the Board's February 7<sup>th</sup> meeting and final selection at the Board's February 21<sup>st</sup> meeting.*

**ACTION:** *Receive report and provide Staff with direction; or take other action as deemed appropriate.*

Belknap reviewed how the 2014/15 RFP review process was done, and recommended following a similar process but this time allow presentations by each respondent, each Board member would conduct an individual review of each proposal, and time would be allotted for public input. Bettge thought this high-profile project deserved public input but cautioned about not letting it carry on for hours. Belknap suggested the public input should follow the respondent presentations and Agency Q&A, by which time most comments and questions will likely have already been addressed. Sullivan suggested it would also help to have staff's design review made available to the public ahead of time. McGraw was interested in knowing the number of new jobs each proposal will add to the community. Belknap said that wasn't requested in the RFP but could be asked during the presentations. Board members agreed to the suggested selection process and schedule (attached). Belknap will provide the RFP instructions and scoring matrix to Agency members by the end of next week.

#### **6. Strategic Plan Update Review (A) - Bill Belknap**

*In 2017 the Board adopted the current strategic plan intended to establish goals and objectives to guide and direct the activities of the Agency. It was anticipated that the plan would be updated on a biennial basis. Staff began the discussion regarding the 2019 plan update with the Board at the December 20th meeting and will continue the discussion with a review of the draft capital improvement plan.*

**ACTION:** *Discuss the anticipated 2019 Strategic Plan update and provide Staff with direction as deemed appropriate.*

Belknap reviewed all the projects identified to date on the attached spreadsheet. Designed to provide a basis for planning and scheduling project funding, Belknap cautioned that things come up unexpectedly so this framework will help identify which projects could be rescheduled and which contributions the Agency won't be able to participate in. Belknap reminded the Board

that a “pinch year” is already anticipated when the 6<sup>th</sup> & Jackson property is sold (currently estimated in FY2020) because the bond debt payment and Hello Walk contribution will occur the same year. Belknap encouraged Agency members to review the CIP for further discussion.

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

- Alturas
  - Belknap received one proposal for the four remaining lots which he will present to the Board at the next meeting.
- General
  - Belknap is continuing discussions regarding the South Industrial District and thinks property owners will be more interested in annexation as soon as a specific project is identified.

The meeting adjourned at 7:52 AM.

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Steve McGeehan, Agency Chair

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Date



## **MOSCOW URBAN RENEWAL AGENCY REQUEST FOR PROPOSAL (RFP)**

The Moscow Urban Renewal Agency (MURA) is pleased to announce the redevelopment offering of two (2) undeveloped parcels (Parcels) located at the southwest corner of the intersection of Sixth Street and Jackson Street in Moscow, Idaho.

The MURA invites developers to submit redevelopment proposals for disposition and development of one (1) or more of the Parcels in conformance with pertinent zoning regulations, Legacy Crossing Overlay District Design Guidelines and the Legacy Crossing Urban Renewal District Redevelopment Plan of June 2, 2008 (Legacy Crossing Plan).

This competitive proposal process is intended to allow interested developers to respond to public-owned development opportunities. The MURA will negotiate an Exclusive Negotiation Agreement (ENA) agreement with the selected developer(s) to guide discussions leading to the preparation of a Disposition and Development Agreement (DDA).

### **Project Summary:**

**Property Description:** The Parcels are generally located at the Southwest corner of the intersection of Sixth Street and Jackson Street within the City of Moscow, Idaho.

#### North Parcel

The North Parcel is approximately sixteen thousand two hundred forty nine square feet (16,249 sf) in size and fronts on Sixth Street, with the Parcel location and dimensions generally shown and described in Exhibit A.

#### South Parcel

The South Parcel is approximately eleven thousand and twelve square feet (11,012 sf) in size and fronts on Jackson Street, with the Parcel location and dimensions also generally shown and described in Exhibit A.

Both Parcels are adjacent to property to be retained by the MURA and intended to be developed as a pedestrian walkway. An electronic copy of the Parcel boundaries is available on the MURA website at [www.moscowura.com](http://www.moscowura.com) for use in the preparation of responses to this RFP. The Parcels are subject to the Special Conditions noted below.

**Special Conditions:** The Parcels underwent recent environmental remediation pertaining to agricultural fertilizer contamination pursuant to the Voluntary Remediation Agreement between the MURA and the Idaho Department of Environmental Quality, dated May 21, 2014. The Agency was issued a Certificate of Completion and Covenant Not to Sue in April of 2017. The final closeout report and Covenant Not to Sue are available for review on the MURA website at [www.moscowura.com](http://www.moscowura.com). The MURA intends to retain responsibility for the maintenance and operation of the existing groundwater treatment system on the property until compliance is reached, unless otherwise negotiated with the successful respondent(s) to this Request for Proposals.

Following the selection of a developer, MURA and the selected developer(s) shall enter into an agreement to negotiate exclusively the terms of the sale of the Parcel(s).

Current Use:	Undeveloped
Current Zoning:	Urban Mixed Commercial Zone/Legacy Crossing Overlay District
Ownership:	Moscow Urban Renewal Agency
Intended Use:	Uses in conformance with the Urban Mixed Commercial zone, Legacy Crossing Overlay District, Legacy Crossing Plan, Legacy Crossing Overlay District Design Guidelines and other applicable regulations.
Development Timeline:	Construction of improvements must be commenced within 6 months of closing and completed within 18 months of closing.
Price:	To be negotiated, but in no case less than the fair value for uses in accordance with the Legacy Crossing Plan as determined by a fair use appraisal.

**Background:** In 2008 the City of Moscow adopted the Legacy Crossing Plan. The Plan was designed to address economic underdevelopment and physical deterioration and to promote the redevelopment of properties within the Legacy Crossing area which are underserved by a lack of public improvements and deteriorating public improvements, including, but not limited to, streets, sidewalks, pedestrian paths, and water and sewer utilities. The Legacy Crossing Plan, specifically within the Legacy Crossing Overlay District, is intended to provide an improved environment for new commercial and mixed use-developments, eliminate unsafe and hazardous conditions, improve multi-modal transit and multi-modal parking opportunities, prevent the extension of blight and deterioration, promote sustainable development intended to minimize environmental impacts, and promote wise use of natural resources, including water resources.

The redevelopment of the Legacy Crossing area, specifically in the Legacy Crossing Overlay District, is generally anticipated to include a wide range of mixed uses, including retail, artist studios, eating and drinking establishments, limited light manufacturing where appropriate, professional office space and residential dwelling units. Pedestrian connectivity is also a priority because of the unique location of the Legacy Crossing area lying between the University of Idaho Campus and Moscow's downtown and Central Business District.

**Project Objective:** The MURA is seeking developers who are prepared to pay no less than the fair re-use amount for the Parcel(s) and who are willing to develop the Parcel(s) for purposes and uses in conformance with the Legacy Crossing Plan, Urban Mixed Commercial Zone, Legacy Crossing Overlay District and Legacy Crossing Overlay District Design Guidelines. The MURA envisions urban development of an esthetically pleasing and efficient mixed-use project that complements downtown and incorporates the intent of the Legacy Crossing Plan and Legacy Crossing Overlay District Design Guidelines. The subject property is a keystone location and key focal point linking the downtown area with the University of

Idaho campus. Proposed developments are encouraged to take advantage of this unique site and incorporated entertainment and/or eating and drinking establishments and residential and/or hospitality uses that will create energy and excitement and activate this key location.

**Development Requirements:** The development will conform to the requirements of all development and zoning regulations, including the Urban Mixed Commercial zone, Legacy Crossing Overlay zone, Legacy Crossing Overlay Zone Design Guidelines and the Legacy Crossing Plan.

### **Submittal Requirements**

All responses to this RFP shall include the following items:

1. Cover letter introducing the respondent, development partners, design team and other relevant development team members including a brief description of the experience of the respondent and development team members with similar successful mixed use development projects;
2. Preliminary development concept package including detailed description of proposed project, total square footage of proposed uses, the number and type of residential units (ownership, rental, bedrooms, etc.) for any proposed residential uses, parking plan, concept site plan, concept floor plans and building elevations, and any proposed project phasing including proposed phasing timelines;
3. Preliminary project pro-forma demonstrating project viability including project funding sources, project revenue estimates, and relevant financial and market assumptions;
4. Statement that Respondent is willing and able to execute a Disposition and Development Agreement (DDA) upon selection; and
5. Executed release documents.

One printed and one digital copy of the proposal, including the executed release documents, should be submitted to the MURA in care of Bill Belknap, Executive Director, 221 East Second Street, Moscow, Idaho, 83843. All proposals shall be clearly marked "Legacy Crossing 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 e-mail 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 Board of Commissioners, the interest of the MURA would be served.

**MURA Selection Criteria:** The MURA will select the preferred development proposal based on the following criteria:

1. How the proposed development meets the MURA's goals and objectives for the Legacy Crossing area as outlined in the Legacy Crossing Plan.

2. Compliance of the proposed development with the Urban Mixed Commercial zoning regulations, Legacy Crossing Overlay District, Legacy Crossing Overlay District Design Guidelines and the Legacy Crossing Plan.
3. Probability of the proposed development's success – based upon the stability of the developer, market analysis, business plan, and timeline.
4. Developer's expectations of the MURA for the project's success.

**Target Dates and Timelines:**

- |   |                   |
|---|-------------------|
| ○ RFP issued  | 9-8-2018          |
| ○ Notice published  | 9-8-2018          |
|   | 9-15-2018         |
|   | 9-22-2018         |
| ○ <b>Proposals due to MURA by 5:00 PM Local Time</b>                  | <b>12-21-2018</b> |
| ○ Review of proposals completed by MURA (est.)                        | 1-18-2019         |
| ○ Execution of Exclusive Negotiation Agreement (ENA) Agreement (est.) | 2-21-2019         |
| ○ Execution of DDA Agreement (est.)                                   | 3-21-2019         |
- **Other Information:** All questions regarding this RFP should be directed to the Executive Director. Only written responses from the MURA will be deemed official responses.
  - **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 Legacy Crossing 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 developer(s) most qualified to meet the stated duties as evaluated under the criteria set forth herein. Final selection will be made by the MURA Board.

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.

# Rusty Olps and Austin Storm

931 Harold St. • Moscow, ID 83843 • Phone: 208.301.4029  
E-Mail: rdolpsjr@gmail.com

Date: December 20th, 2018

## “Moscow Flatiron” Mixed Use Development Proposal

Dear MURA Board and Mr. Belknap:

Co-developers R.D. “Rusty” Olps, Jr. and Austin Storm are pleased to submit another proposal for MURA’s consideration. We anticipate you will find the proposal historically sensitive, responsible, sustainable and creative. We are thrilled about the prospect of making this project a reality within the next two years, city allowing, and we humbly invite your constructive feedback regarding this proposal.

By way of introduction, Mr. Storm and Mr. Olps have been privileged to work with the City of Moscow on a number of development projects over the last few years. These projects include The Anchor on Main (with tenants Lodgepole and Humble Burger) under Mr. Storm’s leadership, and a number of Almon and Asbury infill residential projects under the leadership of Mr. Olps as both a developer and a builder. Our business enterprises have also included Hansel and Gretel, Acadia Property Management, The Storm Cellar, ConsignCloud, Bully for You (in Colfax) and over \$5,000,000 in income producing real estate acquisitions in the last four years alone.

This pace of development has required the participation of many local investors composing various teams under the corporate identities of Henry’s Creek, LLC, Jerry’s Crossing LLC, 515 Almon LLC, Appaloosa LLC, Jackson Street, LLC, and The Anchor on Main, LLC. Each of these enterprises implies the eager participation of several local investors, whose names can be disclosed upon request. However, I will mention Mr. Timothy van den Broek as an interested investor. Mr. van den Broek is a current real estate partner and tech and real estate investor who is also the CFO of local economic modeling firm, EMSI.

The Storm Cellar will be our retail anchor, fronting 6<sup>th</sup> St. The Storm Cellar is a hugely successful business in need of additional space. The store’s upscale, hip consignment retail has always been popular among locals and students. The Storm Cellar’s established market and reliability make it essential to this proposal’s value.

The residential component provides added stability and mixed use diversification for the entire project by creating highly desirable downtown apartments in one of the best locations in Moscow for downtown and campus life.

Also, as the concepts illustrate, we are interested in creating high end, 5<sup>th</sup> story offices with common amenities.

We are in discussions with Ned Warnick, of Design West Architects, who is eager to participate. We anticipate our final design allowing a wide birth for the Hello Walk, required parking, rustic modern aesthetics, and the unique offering of luxury apartments and offices in the ideal location of the 6<sup>th</sup> St. corridor.

We are willing and able to execute a Disposition and Development Agreement upon selection.

Sincerely,

Rusty Olps and Austin Storm

### Legacy Crossing Proforma

3 stories residential

2 stories commercial

Land

Construction

Total Cost

EGI

Expenses

NOI

Cap Rate



Cost per foot

Residential income per foot

Commercial income per foot

## RELEASE, WAIVER AND INDEMNITY AGREEMENT

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 for the Request for Proposals (hereinafter "RFP") seeking interested developers for the two (2) undeveloped parcels (Parcels) located at the southwest corner of the intersection of Sixth Street and Jackson Street in Moscow, Idaho, pursuant to the Legacy Crossing Urban Renewal District Redevelopment Plan of June 2, 2008 (hereinafter "Project")
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MURA's RFP (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 RFP and any responses by any Developer thereto, herein referred to as Submissions of Interest ("SOI");
4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Developer over another; and
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 RFP, including any information or material set forth therein or referred to therein;
2. Any modification or suspension of the RFP 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 RFP 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 RFP.



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 Undersigned's responses to the RFP, 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.

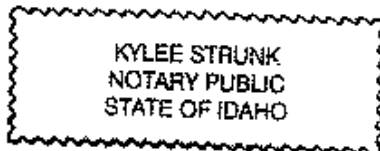
[Signature]  
Interested Developer

Date: 8/10/18

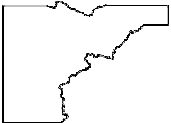
ACKNOWLEDGMENT

STATE OF IDAHO           )  
  ) ss.  
COUNTY OF LATAH       )

On this 10<sup>th</sup> day of August, 2018, before me,  
Kylee Strunk, a Notary Public in and for said State, personally appeared  
Roderick Oles, known or identified to me (or proved to me on the oath of  
  ) to be the authorized signer of Interested Developer, an  
Individual, the entity that executed the instrument or the person  
who executed the instrument on behalf of said entity and acknowledged to me that such entity  
executed the same.



[Signature]  
Notary Public for the State of Idaho  
Residing at Latah County  
My commission expires 03/09/2022



# MOSCOW FLATIRON

## -LEGACY CROSSING LOT PROPOSAL-

### THE STORM CELLAR, LOFT STUDIO APARTMENTS, & TOP FLOOR PROFESSIONAL SPACE

#### SIXTH & JACKSON, MOSCOW ID



CONSTRUCTION TYPE- IIB	
OCCUPANCY TYPE- M, B & R	
BUILDING FOOTPRINT	7380 sq ft
BUILDING HEIGHT FROM GRADE	64 ft
STORM CELLAR RETAIL	6500 sq ft
ADDITIONAL RETAIL/OTHER	6800 sq ft
RESIDENTIAL APARTMENTS	22000 sq ft
LOFT STUDIO APARTMENTS	7000 sq ft
TOTAL PROJECT	36800 sq ft

PARKING- 36 spaces across 2 lots, including 2 accessible spaces (1 van and 1 standard) and 7 compact spaces. 36 bicycle parking stalls.

#### DESCRIPTION OF STRUCTURE-

GROUND FLOOR- Retail and office space, 15ft ceilings, open plan, delivered van lift shell  
2ND, 3RD & 4TH FLOORS- Residential studio apartments, 42 total units ranging in size from 250 to 650 sq ft.  
5TH FLOOR- Office, art studio, collective work space w/ amenity, executive board room  
1 Accessible unit per floor to meet requirements for Accessible and Type A units. All other units to be Type B "adaptable".  
Insulated Concrete Form (ICF) exterior walls on footings.  
Exterior walls to be finished with hand-applied smooth stucco, white stucco with pillar and cornice details as shown. Sides by site, stone hung muller and Anderson AT100 windows to black, equivalent for upper stories, fixed pane black, sandblasted aluminum commercial windows on ground floor.

Ground floor also on grade

3rd, 4th, 5th floor systems and roof system to be constructed with engineered lumber.  
TPO roof membrane adequately sloped using shaped foam to central drains.  
Wood framed interior partition and structural walls using the rated assemblies as required.

Elevator access to all floors. Stairwells and elevator shaft constructed using 1 schedule ICF wall exposed concrete on the inside of the shafts.  
2 hour fire separations between occupancies.  
Entire building protected by automatic fire suppression sprinkler system.

#### SHEET LIST

A-1.1	Cover Sheet
A-1.2	Site/Parking Plan
A-1.3	Foundation Plan, 1
A-1.4	1st Floor Plan, 1
A-1.5	2nd-4th Floors, 1B- 5
A-1.6	5th Floor, Section 1
A-1.7	Roof Plan, Section 2
A-1.8	Perspective Overviews
A-1.9-11	Additional Renderings

MOSCOW  
FLATIRON  
PROPOSAL

Rusty Olps

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by- Luke Ryan  
12/20/2018  
2018.096.0470

12/20/2018

A-1.1



MOSCOW  
FLATIRON  
PROPOSAL

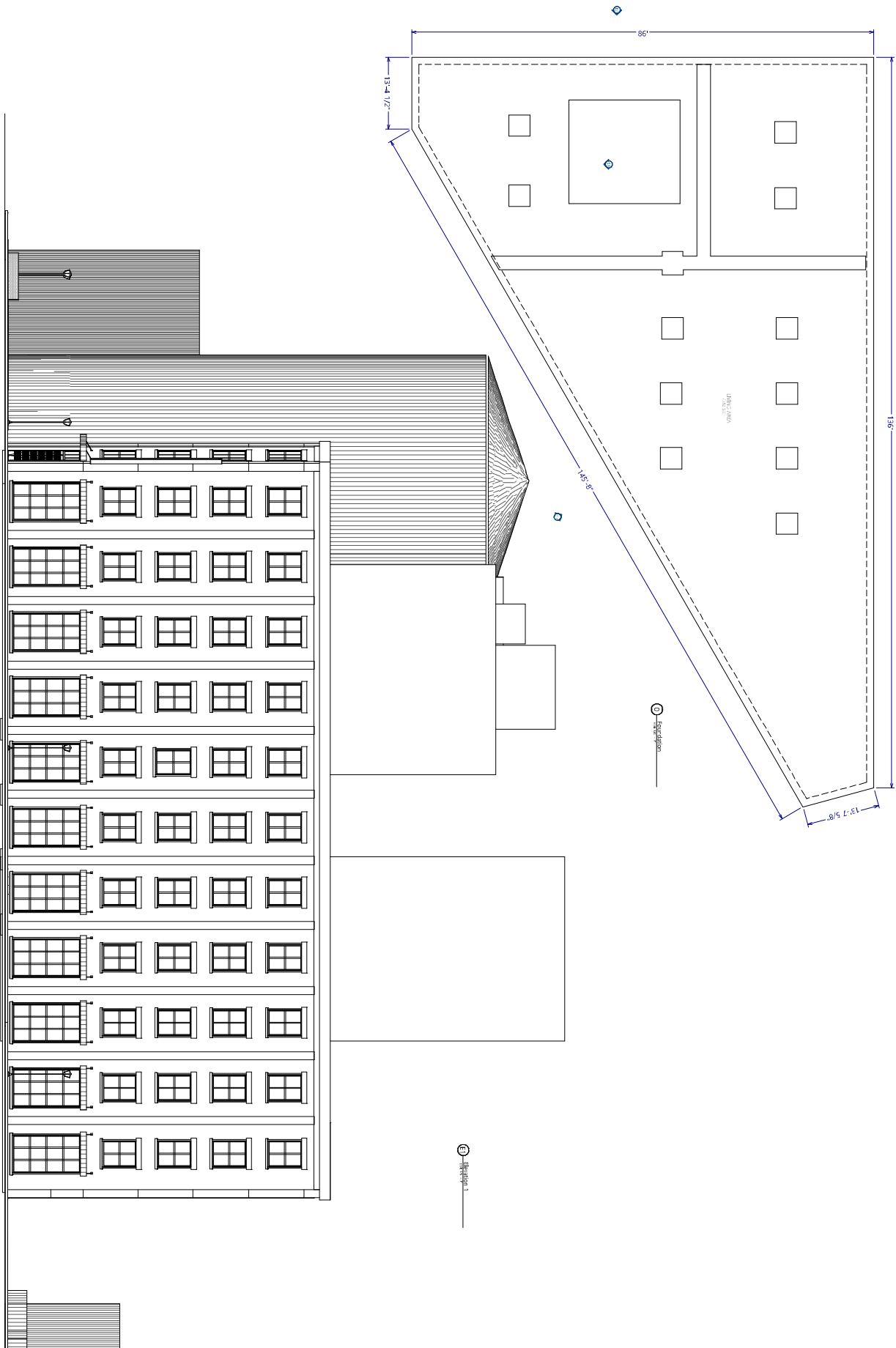
Rusty Olps

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by: Luke Ryan  
lryan@afccorp.com  
208.596.2470

12/20/2018

A-1.2



① - Elevation 1

② - Elevation

**MOSCOW  
FLATIRON  
PROPOSAL**

Rusty Olps

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by: Luke Ryan  
lryan@rustyolps.com  
208.596.2470

12/20/2018

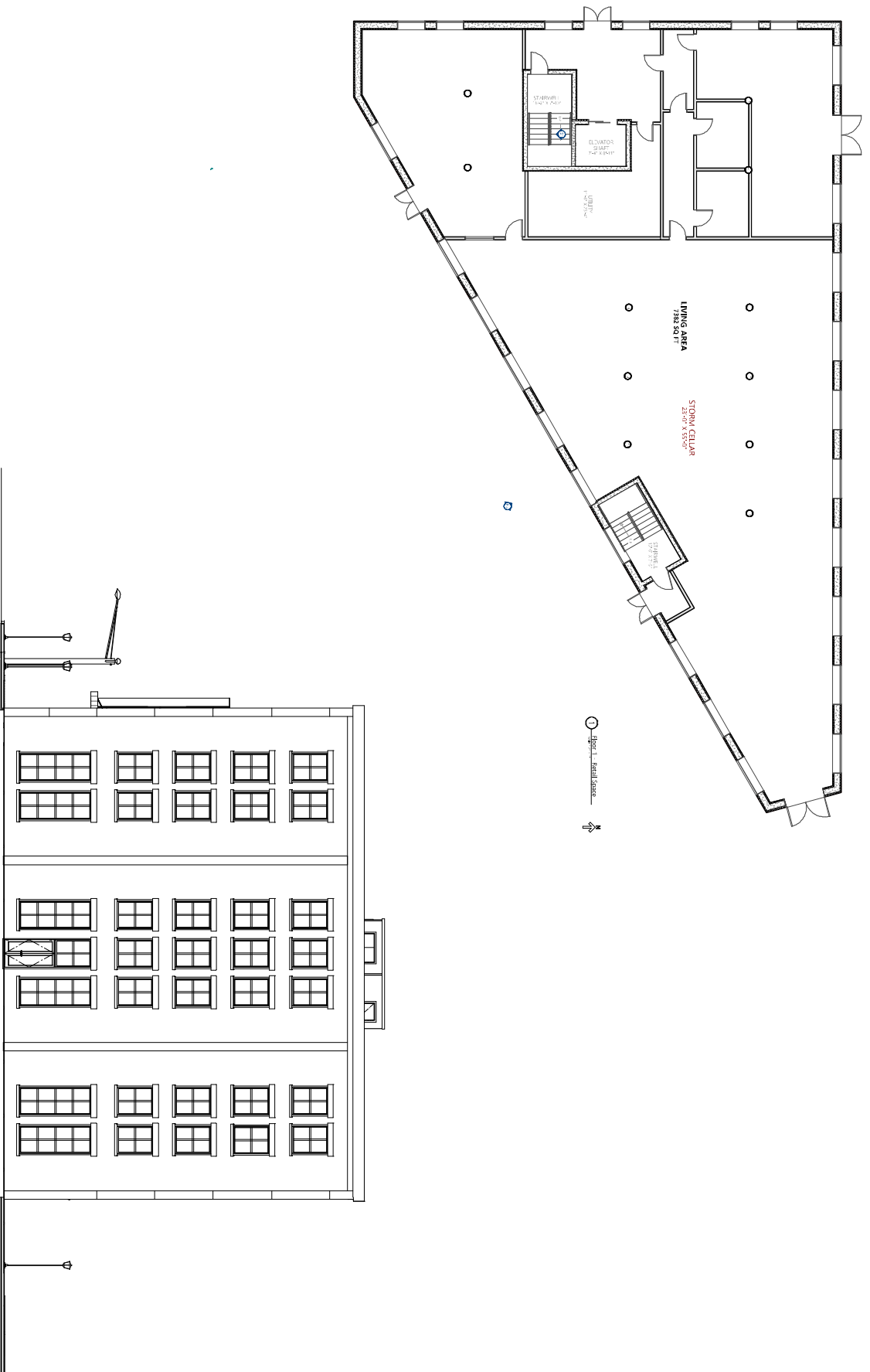


Figure 1. Aerial View

MOSCOW  
FLATIRON  
PROPOSAL

Ruby Opts

AFC  
1046 Wallen RD  
Moscow, ID  
Drawn by: Luke Ryan  
lryan@lucask.com  
208.596.2470

12/20/2018

A-1.4

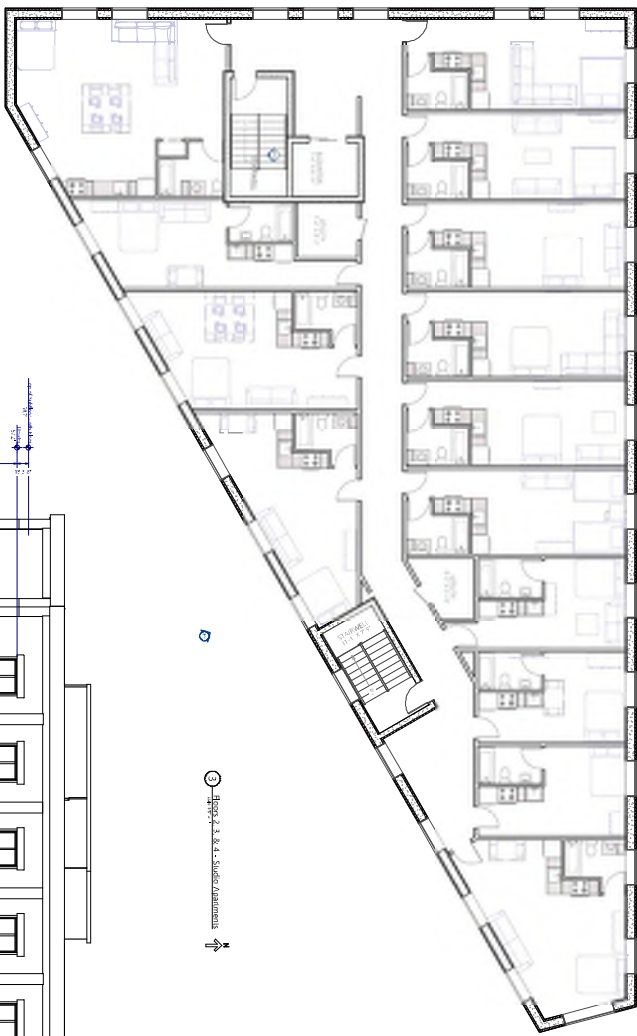


Figure 3.1. 3rd Floor Apartment

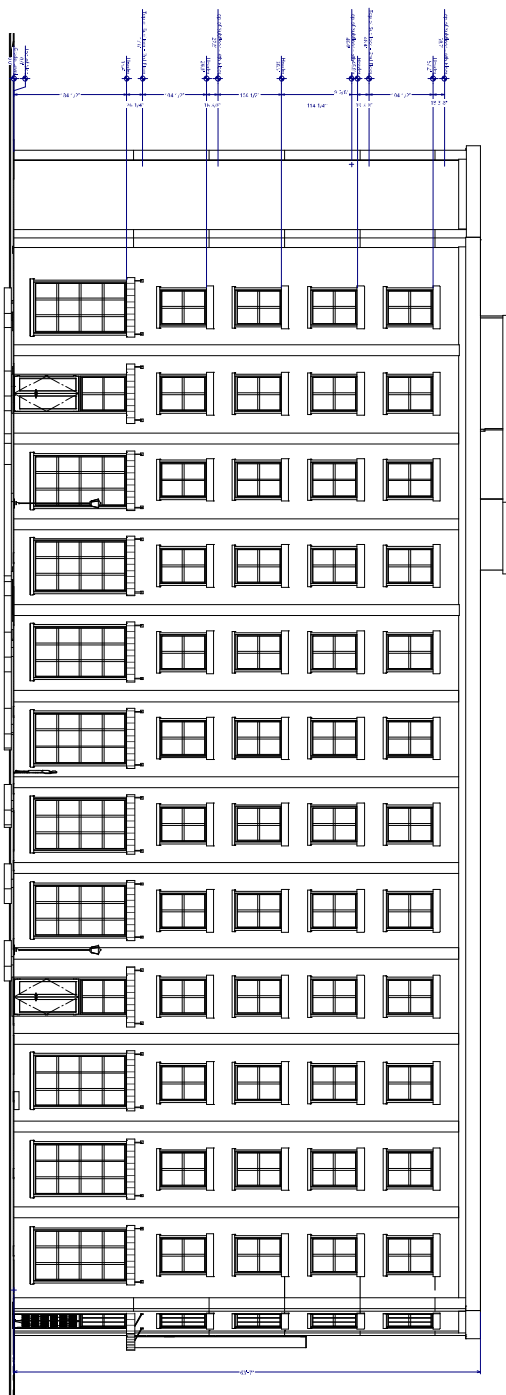


Figure 3.2. Elevation 3

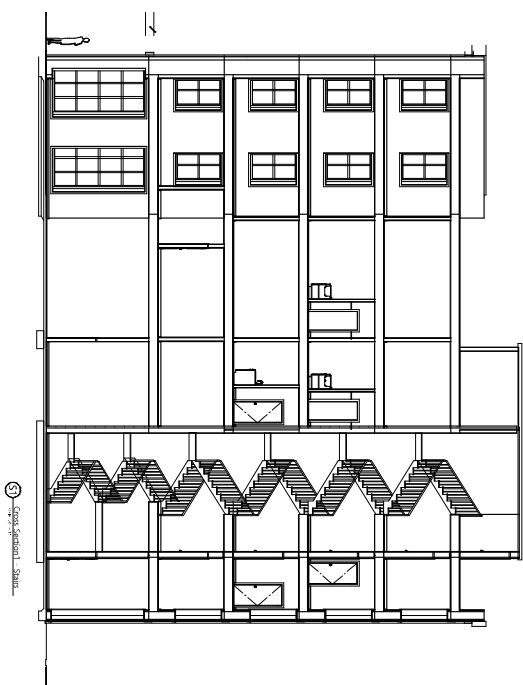
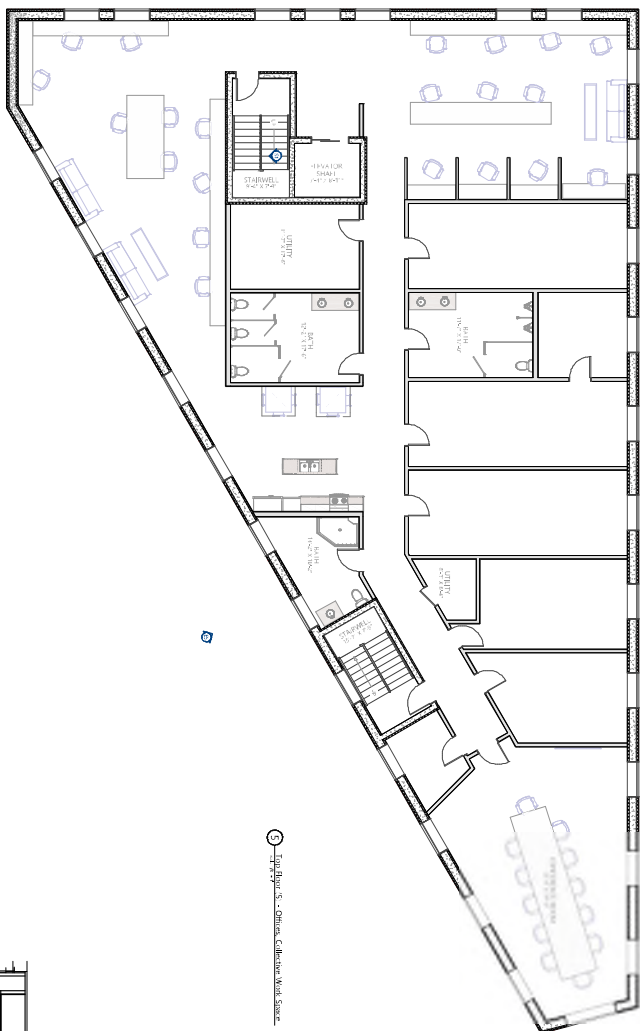
MOSCOW  
FLATIRON  
PROPOSAL

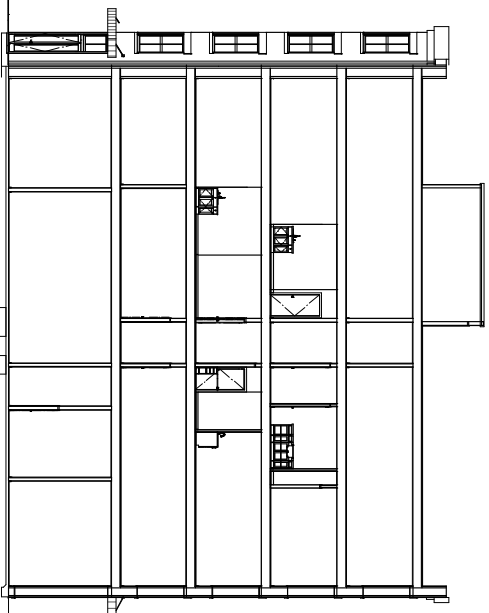
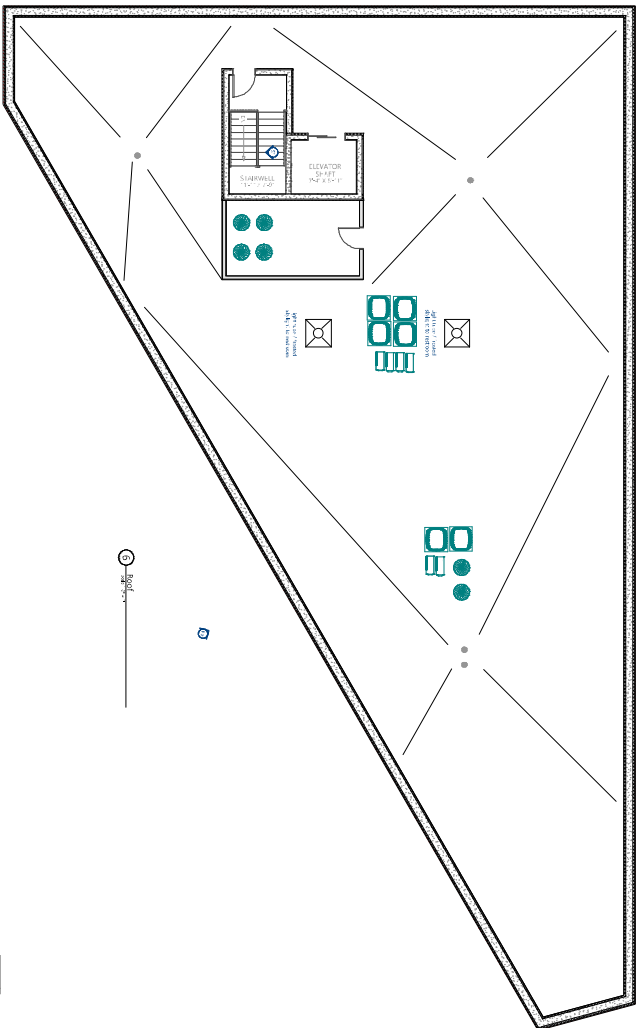
Ruby Ojps

AFC  
1046 Wallen RD  
Moscow, ID  
Drawn by: Luke Ryan  
lryan@lryan.com  
208.596.2470

12/20/2018

A-1.5





MOSCOW  
FLATIRON  
PROPOSAL

Ruby Ojps

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by: Luke Ryan  
lryan@lucyr.com  
208.596.2470

12/20/2018

A-1.7



Notes on building with ICF.

The ICF (Insulated Concrete Form) product creates a building envelope in many respects: structural steel, framing, exterior finish, interior finish, and floor finish. Benefits include reduced cost, which is only marginally higher than stick framed, less foot block or heavy timber and scale of magnitude more affordable than steel.

The building envelope attached is unparallelled energy savings effect, substantial cost saving. The nearly impenetrable vapor barrier blocks the migration of air and moisture, keeping the building envelope dry and free from exterior weathering. This allows for controlled fresh air exchange and filtration, resulting in one of the healthiest, most comfortable, possible air environments possible in an office building. ICFs are light and easy to install.

Interior and exterior finishing options are unlimited. From smooth, modern finish or stone to log cabin, the possibilities are endless. With ICF, the building can be built in one or more and a few options.

Walls are easily reinforced to meet and exceed load requirements. ICFs are known for their ability to be built in one or more and a few options. ICFs are known for their ability to be built in one or more and a few options. ICFs are known for their ability to be built in one or more and a few options.

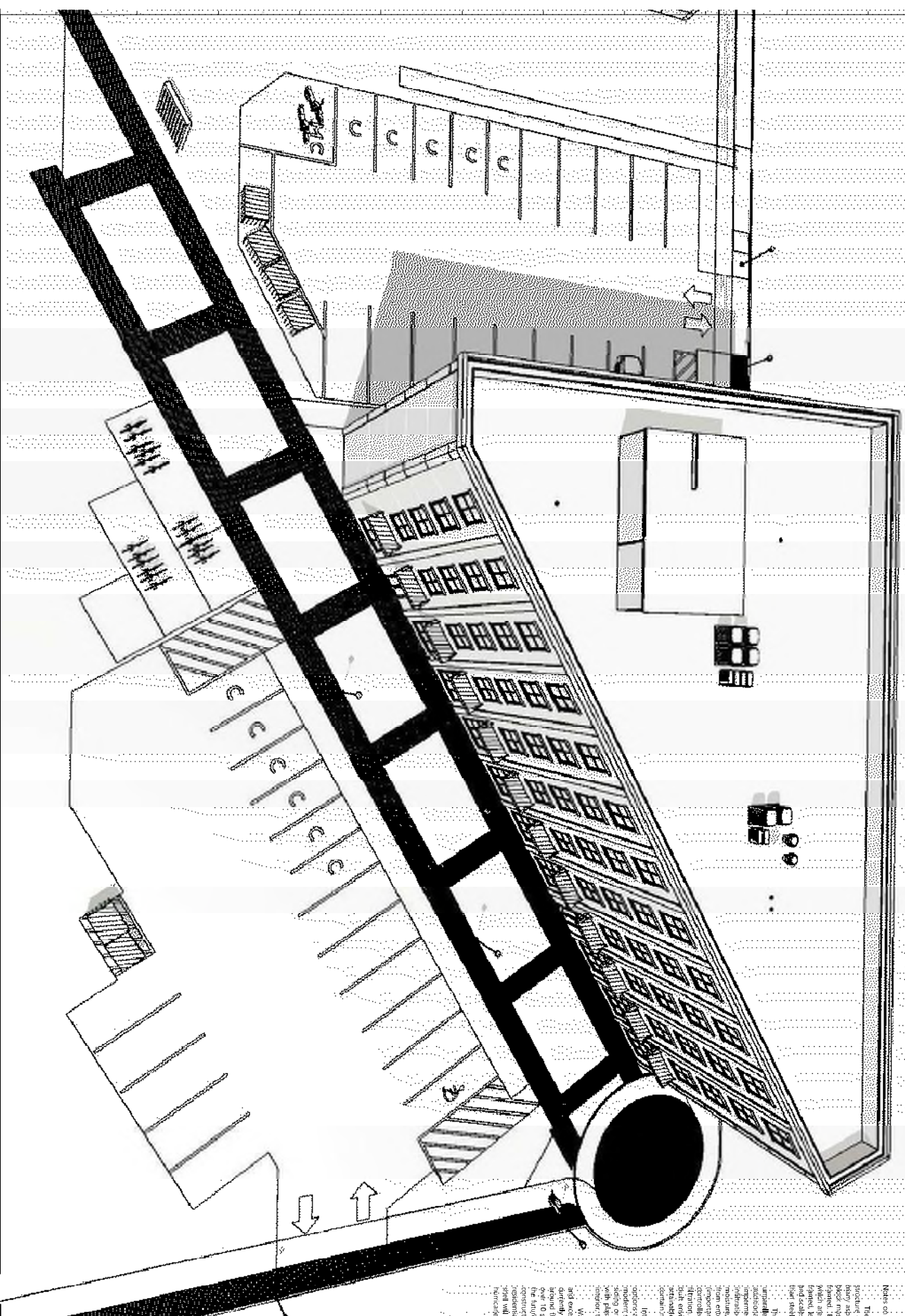
# MOSCOW FLATIRON PROPOSAL

Ruby Oaks

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by: Lisa Ryan  
2015.09.24/10

12/20/2018





MOSCOW  
FLATIRON  
PROPOSAL

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by: Luke Ryan  
lryan@luceryan.com  
208.596.2470

12/20/2018

A-1.9





MOSCOW  
PLATIRON  
PROPOSAL

Ruby City

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by: Luke Ryan  
lryan@lucyr.com  
208.596.2470

12/20/2018

A-1.10



MOSCOW  
FLATIRON  
PROPOSAL

hmkc.com

AFC  
1046 Wallen RD  
Moscow, ID

Drawn by: Luke Ryan  
lryan@hmkc.com  
208.596.2470

12/20/2018

A-1.11



# LEGACY CROSSING LOT PROPOSAL

December 21, 2018



**BIG SKY  
CM/GC**

**GINNO**  
CONSTRUCTION CO.

**RGU**  
architecture

**Emsi**

December 21, 2018

MURA  
Bill Belknap, Executive Director  
221 E 2<sup>nd</sup>  
Moscow, Idaho 83843



RE: Legacy Crossing Lot Proposal

Dear Mr. Bill Belknap:

What an exciting opportunity. We are thrilled to submit our proposal for the development of the Legacy Crossing Lot. We've put together the following key team members:

**Big Sky CM/GC & GINNO Construction**

**RGU**

**EMSI**

Our team is committed to the sustainable development of the city of Moscow. We offer the dedication, expertise, and talent to develop a project that will encourage the sharing of resources, promote pedestrian traffic, and engage patrons into the downtown Moscow core. Our proposal seeks to promote an innovative mixed-use anchor facility that provides residential and commercial rental units. Through creating residential units, we will provide an environment for service retail to flourish. Possible businesses may include child care center, rental workspace suites, convenience stores, and food and drink services. Here are some reasons why our team is a great choice:

- **Planning and Programming** – RGU, Big Sky, Ginno and EMSI offer an inclusive process, that engages users using cutting-edge technology that brings to life your project for informed decision making (this makes the hard to visualize discussions – easy). We specialize in delivering space/projects that are adaptable, expandable, functional, secure, collaborative, inviting, and practical.
- **Familiarity with Climate, Culture, and Location** – Being local and having University of Idaho graduates on our team, we feel confident that we can hit the ground running and develop a superior anchor facility.

Our team's portfolios are filled with apartment complexes, commercial mixed-use buildings, revenue forecasting, demographic studies, masterplans, office-administration workspace, higher education environments, and public-use facilities. We are experienced in working with multiple stakeholders to arrive at projects that instill pride and address all stakeholder needs. Our extensive experience in planning and programming, our knowledge of construction, and our availability make us a great choice for your project. Thank you for considering are team. We look forward to the opportunity of working with you to create a project that will create a sense of vibrancy and connectivity while generating increased economic activity.

Sincerely,



Blaine McMahan, Owner  
Big Sky CM/GC

## OUR TEAM

We have put together a high-performance team for the proposed development of Legacy Crossing. We are confident that our teams talent and skill set will result in a vibrant and sustainable development that brings increased vitality to the city of Moscow's downtown core.

Our methods, techniques, and approaches are innovative, inclusive, and data-driven. Our team consists of the of the following:

### Investor/Finance

- Private financing, Fair Market Tax Program, Developers Private funding.

### Contractor - Joint Venture

- Ginno Construction & Big Sky CM/GC Owner/Developer

### DESIGN TEAM

- RGU Architecture, Robert Uhrich, AIA, LEED-AP - Architect
- Hodge and Associates Inc., Scott Becker, P.E. - Civil Engineer
- Structural Forte Inc., Tristan Burton, P.E. - Structural Engineer
- Kartchner Engineering, Mark Kartchner, P.E. - Mechanical Engineering
- Hilliards Heating and Plumbing - HVAC Chuck Hilliard
- KWR Electrical Consulting - Electrical Engineer, Kelly Waterman, P.E.
- Landscape Architect - Clearwater Summit Group, Dwight Bershaw, L.A.
- EMSI - Economic Modeling Advisor

All team members are within close proximity to the City of Moscow. If our proposal is approved we will prioritize the use of local engineers and contractors in an effort to provide a local focus and project excellence.



Conceptual Rendering - Legacy Crossing



## GENERAL CONTRACTOR

Joint Venture between Ginno Construction of Coeur d'Alene, Idaho and Big Sky CM/GC of Lewiston, Idaho.

**Ginno Construction:** Is one of the region's premier commercial builders, Ginno provides a varied mix of commercial projects in both the private and public sectors. Their formula for success is simple: start with a solid foundation of extensive project experience; add close working relationships with some of the industry's top owners, architects, engineers and subcontractors; and combine an unparalleled commitment to quality craftsmanship and process efficiency that drives every detail of every project.

Ginno's skill-set is not limited to construction alone. As a true design-build-develop company, they are actively involved in developing projects as well as assisting clients in their development needs. They have developed over 600 apartment units. Their services including:

- Working with local and regional real estate offices to complete need assessments
- Working through entitlements with local agencies
- Coordinating third party market surveys and feasibility studies
- Preparing Performa's and financing packages
- Assisting in raising capital
- Working with and or putting together the design team
- Providing cost estimates
- Construction of the project

**Big Sky CM/GC:** Idaho based Construction Management/General Contractor (CM/GC) owned by Blaine E. McMahan. Blaine offers over 23 years of commercial construction experience. He holds a Bachelor of Science in Construction Management from Washington State University '98. His experience includes over \$580 Million dollars' worth of commercial, residential, and mixed-use construction projects throughout the Northwest.

## RGU ARCHITECTURE HISTORY

RGU is an award winning sustainable architecture firm that focuses on creating custom solutions. RGU has a 17 year history of solid projects with a record of 90% plus repeat clientele. We were founded in 2002. Our staff currently consists of 4 architects, 3 LEED-APs, 4 interns and 2 administrative professionals.

## FUNCTIONALITY

Understanding how space is used is essential to good planning and design. RGU believes in job shadowing clients in order to see first-hand the challenges they face on a day-to-day basis. This allows for solid recommendations and customized solutions focused on increasing productivity.

## TRANSCENDING

RGU designs/plans buildings and environments with the belief that they "live on" and serve indefinitely. Accomplishing this requires the careful selection and specification of materials that are not only aesthetically pleasing but convey a feeling of permanence. A key element in creating timeless architecture is understanding your vision and bringing it to life through design and craftsmanship.

## SUSTAINABILITY

RGU Architecture is a member of the U.S. Green Building Council and has completed two LEED Gold facilities and numerous LEED Silver projects. RGU is committed to designs that are responsive to the environment, as well as the owner's program requirements. Buildings impact our ecosystem but through creative and collaborative design we can make buildings more accountable and improve the built environment. Good design, construction, and sustainability go hand-in-hand.



RGU's strategy for sustainable, high performance and energy efficient buildings looks at four significant areas of design:

- Structure, site, and form
- Building envelope construction
- Systems and equipment
- Operational controls

Only those design strategies and building systems that are affordable and make sense should be implemented on any given project. Sustainable, high performance design is about saving both resources and money, initially and over the life of the building.

## **RESEARCH & EXPLORATION**

Architecture is an incredible opportunity to improve the lives of others. Creating space that inspires, while being good stewards requires listening, careful research, and exploration. Performing research and exploring other built environments has allowed us to create unique and functional facilities that typically surpass owner expectations and often set new standards.

## **INNOVATION-CREATIVITY**

RGU is constantly researching new ways to do more with less. Our design concepts incorporate flexibility, technology and the latest design methods. We believe in striving for longer life-cycles, higher returns on investments and creating spaces where people want to gather.

## **CONTEXTUALISM**

Each project is grounded in its purpose and its surroundings. We believe designs should respect the essence of its surroundings and fit in and meld within the culture of the community.



**Conceptual Rendering - Legacy Crossing**

## PROJECT CONCEPT

Zone: Urban mixed use. Legacy Crossing Overlay zone.

Zoning Guidelines: Legacy Crossing Overlay zone guidelines.

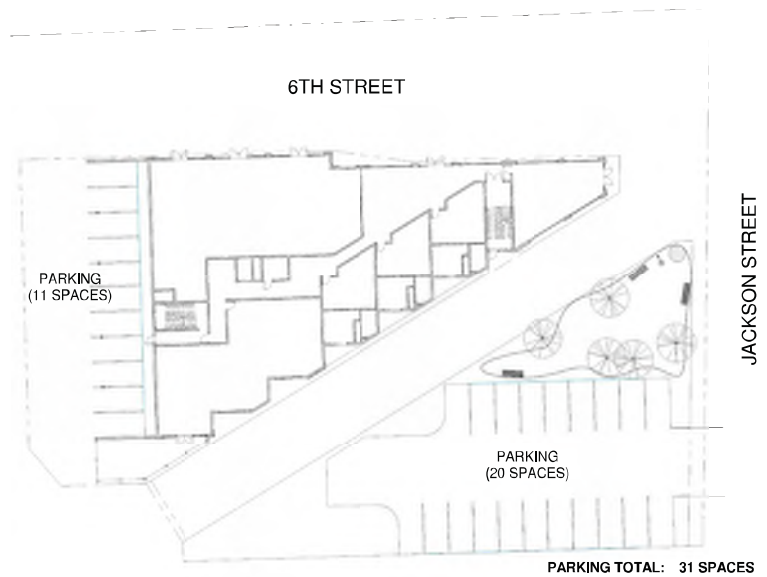
Anticipated Uses: Level One - Mixed light retail, business space, shell space for future T.I.'s and 5 apartment units with 42 apartment units above on levels 2, 3 and 4. Please see Apt. mix below. Total of 47 apartment units.

Parking Plan Provide 31 Additional Parking spots. 11 spaces under cover on the West end of building and 20 additional spaces in the South East corner of the Southern parcel.

Space	Code Req.	# Of Units	Parking Spaces
1 Bedroom	.625	36	23
2 Bedroom	.875	6	6
Retail	0	TBD	0
Total			29

Loading, Garbage and Recycling areas will be provided in Northwest corner.

Site Size: Northern triangle section 16,249 S.F. +/-  
Southern triangle section 11,012 S.F. +/-



Site Information					
		Space	# Units	SF	Total SF
Site Size	Northern Parcel Southern Parcel			16249 S.F. +/- 11012 S.F. +/-	
Building Information					
Floor 1 (Street Level)	Commercial	Child Care Workspace Center Convenience Store Shelled Space for Future TI		2,500 2,500 864 1,750	2,500 2,500 864 1,750
	Residential	1 Bedroom Units	3	582	1,746
Floor 2	Residential	1 Bedroom Units 2 Bedroom Units	11 2	580 - 656 822 - 1137	6,564 1,959
Floor 3	Residential	1 Bedroom Units 2 Bedroom Units	11 2	580 - 656 822-1137	6,564 1,959
Floor 4	Residential	1 Bedroom Units 2 Bedroom Units	11 2	580 - 656 822 - 1137	6,564 1,959
Total Revenue Generating SF					34,929

## LEGACY CROSSING

The development of “Legacy Crossing” can innovatively transform downtown Moscow. Our proposal creates a hub of connectivity between business/industry, the University of Idaho, and the existing and emerging workforce.

Our vision includes mixed-use space that promotes economic growth through eliminating barriers and providing access to the resources and tools needed for idea generation (innovation), connectivity, and production. Our project accomplishes this through providing affordable housing, child care, shared workspace and business resource rental, as well as space for light commercial and retail operations.



Site Plan

Our objective is to build a 46,000 + square foot four-story mixed-use facility that houses the following:

**FLOOR 1 (STREET LEVEL ) –** (10,000 +/- square feet) Light-Retail/Commercial, Shared On-Demand Rental Workspace, Child Care Center, and three (3) Residential Units.

### **LIGHT-RETAIL/COMMERCIAL (SIZES VARY 864SF TO 2,500SF)**

The facility will be designed on a modular system to allow for expansion and contraction based on market demands. This strategic design method will increase the adaptability of the facility to maximize current and future space utilization. Mechanical and electrical infrastructure will be designed using a similar methodology. Our team will be actively recruiting an anchor tenant who has a solid history and is willing to commit and sign a long-term lease. We anticipate filling this space with a professional service, small retail, or small drink/food service.

## SHARED ON-DEMAND RENTAL WORKSPACE (2,500SF)

Our project anticipates providing on-demand access to affordable workspace environments without the long-term commitment. Clients can rent space by the hour, day, week or month. They will have immediate access to reception, workstations, software, conference rooms, copiers, 3D printers, and presentation space. It gives work-from-home personnel, start-ups, entrepreneurs, out of town visitors, and teams of all sizes access to the resources they need to innovate, connect, be productive, and generate income.

The space will provide privacy for special projects, space for one-on-one meetings, conference room space, gathering areas to encourage idea sharing, and fully equipped workstations featuring the latest technology and software. If our proposal is approved our team will recruit a tenant who has a solid history of operating similar space in other university districts.

## CHILD CARE CENTER (2,500SF)

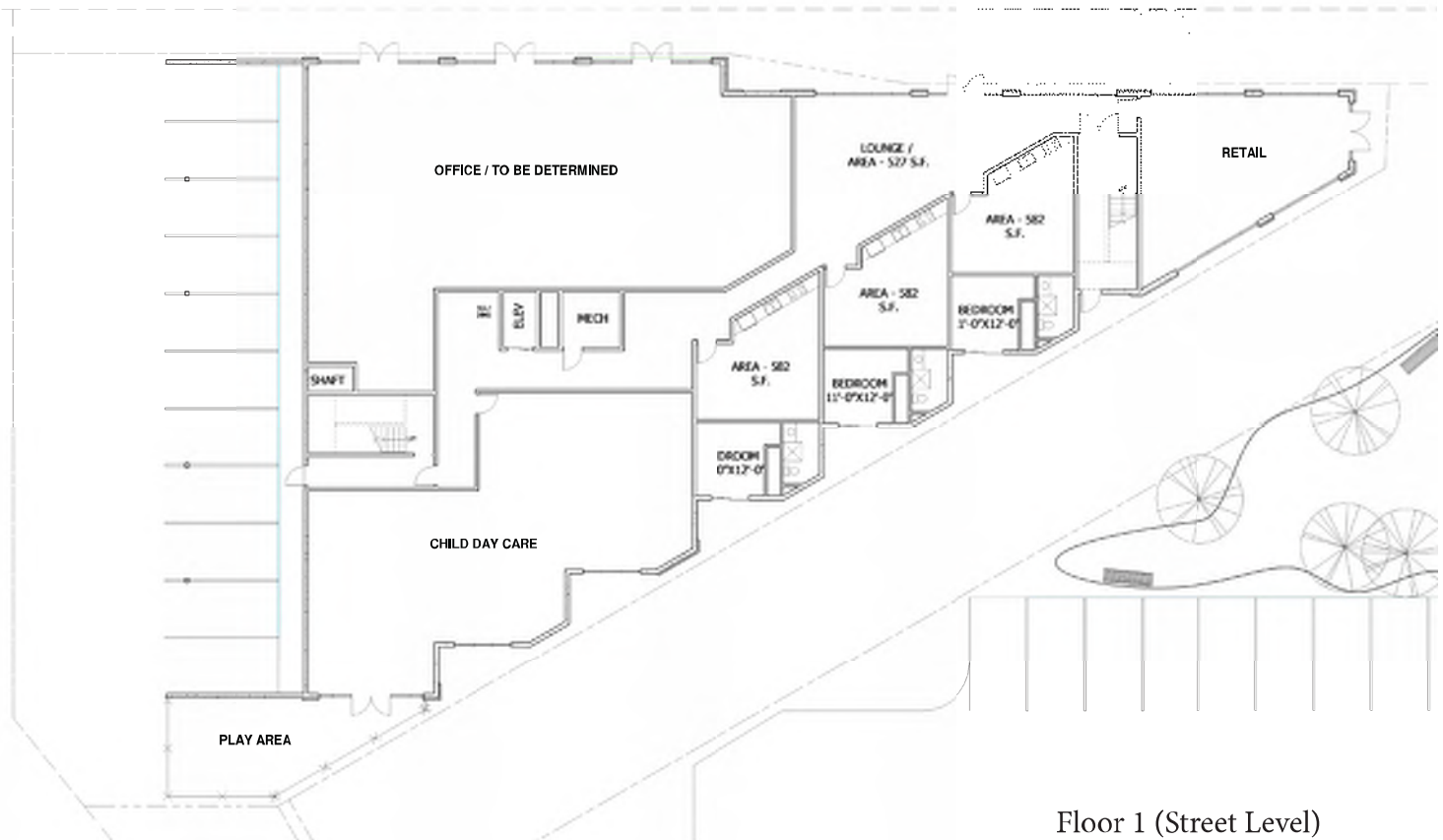
Providing daycare in the downtown core allows children to be near their parents and increases visitors, activity, and traffic to the proposed facility and area. The close proximity to the rentable workspace, residential units, University, Gritman Hospital and surrounding businesses will solidify usage. Childcare is in great demand throughout the Moscow region.

The facility will be centrally located allowing for easy drop offs and pickups. A fenced exterior play yard will be included to encourage outdoor activity and increase safety. If our concept is approved we will actively recruit a quality child care center.

## RESIDENTIAL UNITS (3@582SF = 1746SF)

The first floor will house five (5) 580sf One-Bedroom Rental Units.

The facilities will be an open living concept featuring a small kitchenette, living area and one bedroom. Each unit will contain a private bathroom and washer and dryer.



Floor 1 (Street Level)



## FLOOR 2, 3,& 4

The second through fourth floors of Legacy Crossing feature single and two-bedroom rental units. A percentage of units on each floor will be handicap accessible (ADA). The floors are accessed by an elevator and two flights.

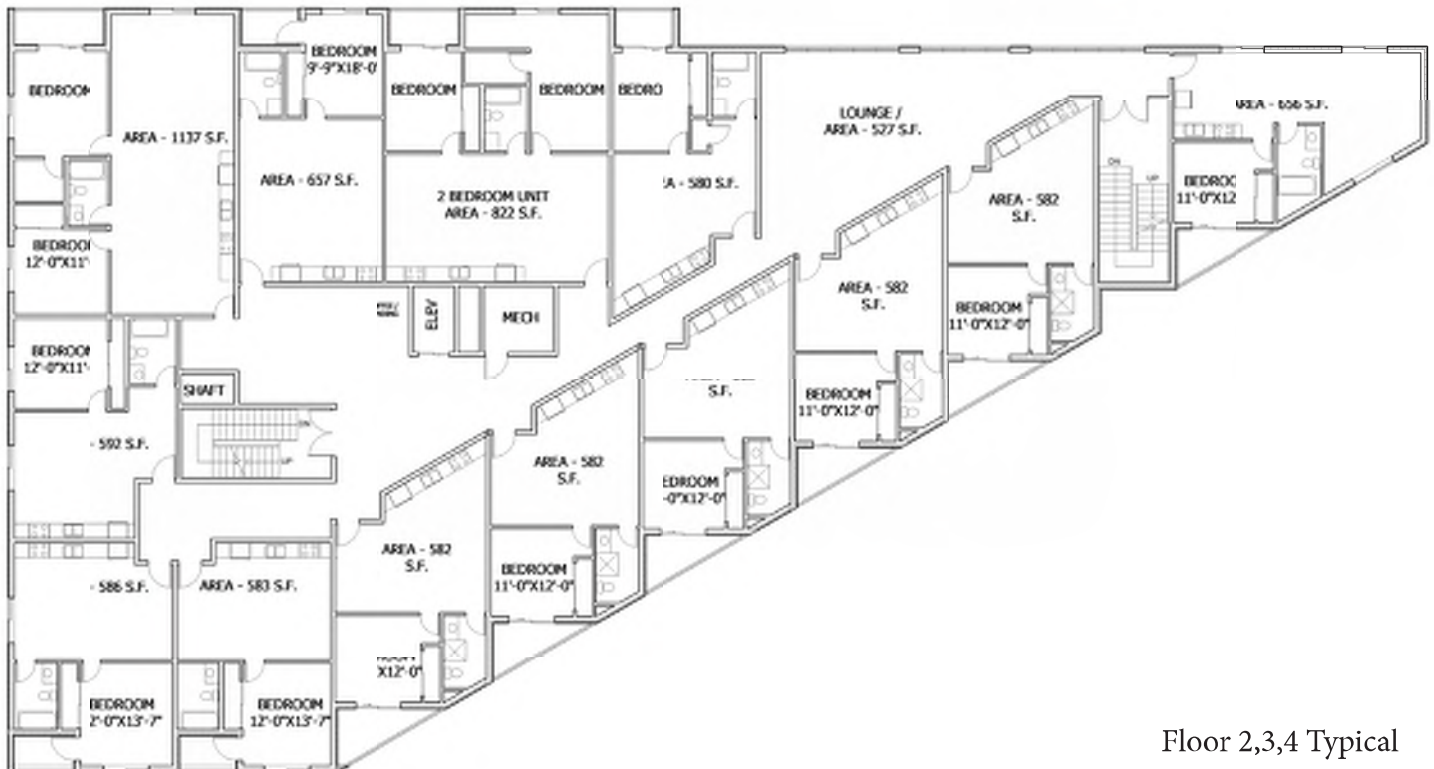
Each floor has a 527 square foot gathering area to promote connectivity, community and sharing of ideas.

### RESIDENTIAL UNITS

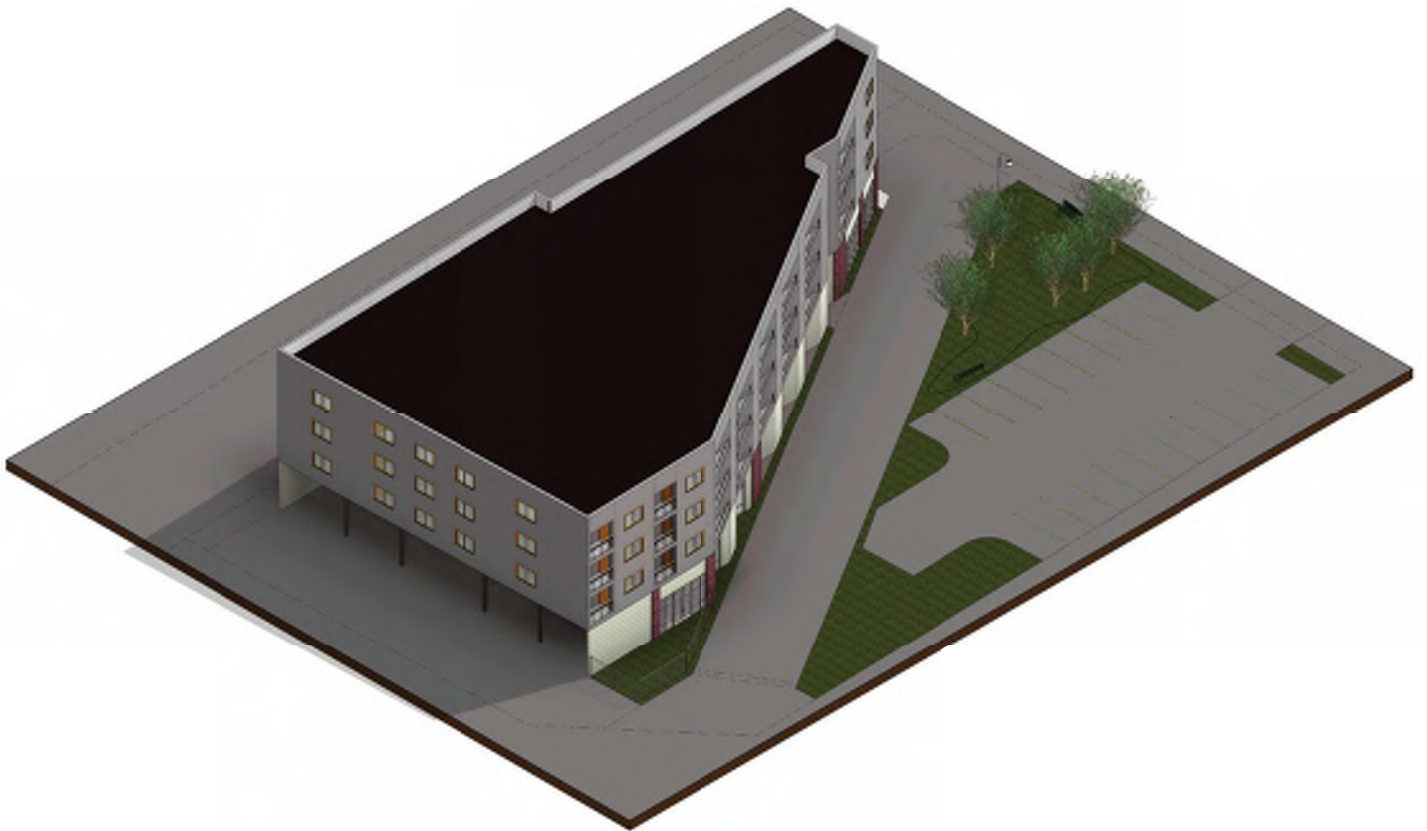
#### 1 BEDROOM UNITS (580SF TO 657SF)

#### 2 BEDROOM UNITS (822SF and 1137SF)

The single bedroom units range in size from 580 square feet to 657 square feet. The two bedroom units are 822 square feet and 1,137 square feet. Each unit provides balconies, kitchen facilities, bathrooms and a stackable washer / dryer in addition to bedrooms and dining / living areas. There are eleven (11) one bedroom units on the second, third and fourth floor.



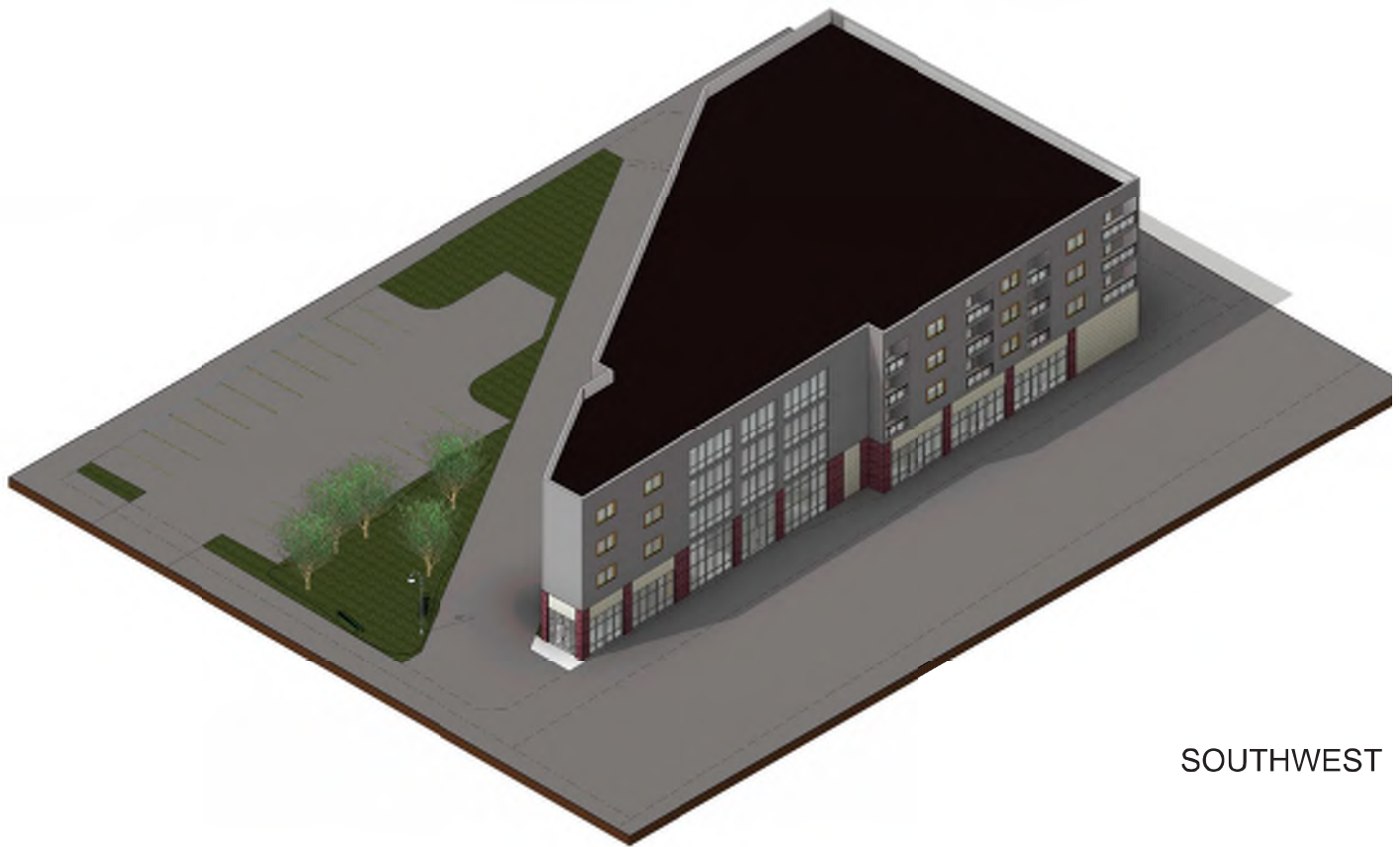
Floor 2,3,4 Typical



NORTHEAST



NORTH



SOUTHWEST

## PROPOSED SCHEDULE

<b>Feb. 2019 (4 weeks)</b>	Development Team Selection/Finalization
<b>April 2019</b>	Execution of D.D.A agreement
<b>April 2019</b>	Pre Design Schematic Design
<b>April 2019</b>	MURA / City Coordination
<b>April 2019</b>	Refine project scope
<b>April 2019</b>	Scope/Cost/Schedule review
<b>April 2019</b>	Design Development 4 weeks
<b>May 2019</b>	Finalize financing package TBD
<b>May 2019</b>	Construction Docs. 8 weeks
<b>June 2019</b>	Scope/Cost/Schedule Review
<b>June 2019</b>	Project Bidding/Contracts
<b>July 2019</b>	4 week bid period
<b>August through October 2019</b>	Construction Phase 1 - Excavation and Footings, pre-slab plumbing & ready For Spring start
<b>March 2020 through April 2021</b>	Construction Phase 2 (13 Months) Shell and Core with Roof and Windows water
<b>May 2021</b>	Substantial Completion May 10th 2021
<b>August 2021</b>	Occupancy



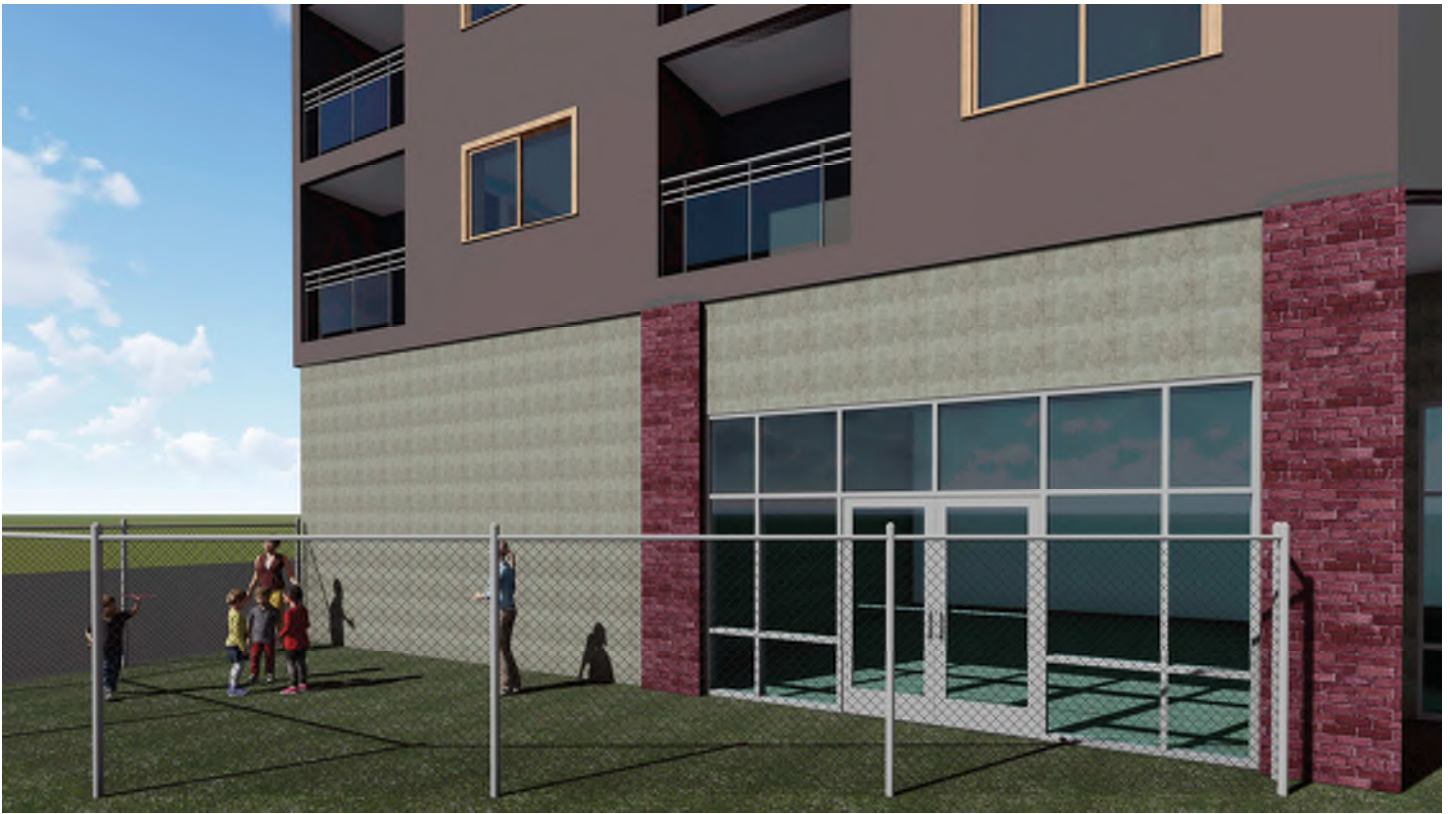


## EXTERIOR FACADE

Either a solid 8" C.I.P wall system or solid concrete filled CMU style wall skinned with panels of solid masonry (brick meeting the board's approval) spread out along the Jackson, Sixth and Hello Walk frontages. Hardie-Panel and metal siding components make up the rest of the ground floor as well as the 2,3 and 4th floors including the parapet.

Concepts provided for Hardie-panel and metal siding are the intent but may be revised slightly with due consideration.





Proposed Child Care Center



## CONNECTIVITY

Hello Path connection, pedestrian foot traffic etc. mixed retail and housing units. The diagonal “Hello Walk” creates a welcoming connection for pedestrian traffic from the City of Moscow to the U. of I.

We anticipate pedestrian (patrons) traffic to increase providing through providing in-demand services such as childcare, workspace, residential, and downtown core retail and food and drink services.

Our project will create a welcoming path complimented by a facility that is inviting and houses residential and commercial rental space that is in high-demand.

## MARKET ANALYSIS

In order to achieve maximum utility, it is critical to stakeholders that sufficient market support for this development be clearly determined and, thus, the reason why EMSI will assist the team in conducting a detailed market analysis upon approval. The market analysis will further determine the highest and best uses for this 10,000 square-foot space based on economic needs in the community.

Initial market research shows demand for downtown apartments. Integrating living space into the urban core creates a sense of vibrancy and connectivity. An influx of people living downtown coupled with a mix of retail and restaurants generates a confluence of economic activity.

There may also be demand for co-share space, meeting rooms, makerspace, and other entrepreneurial activities. Other potential uses we would like to explore include a day care center, gathering place, and a roof top garden. All of our ideas revolve around generating a sense of community and connectivity for this legacy project.

Our concepts are realistic, and the market potential will be further vetted in a detailed market analysis. The market analysis will analyze local demographic factors pertinent to developing this project and likely economic growth factors that will shape growth around Moscow.

The development will act as an anchor facility that encourages the sharing of resources, promotes pedestrian traffic, and engages patrons into interior and exterior retail environments and services. Through creating residential units we will provide an environment for service retail, child care, and other uses.

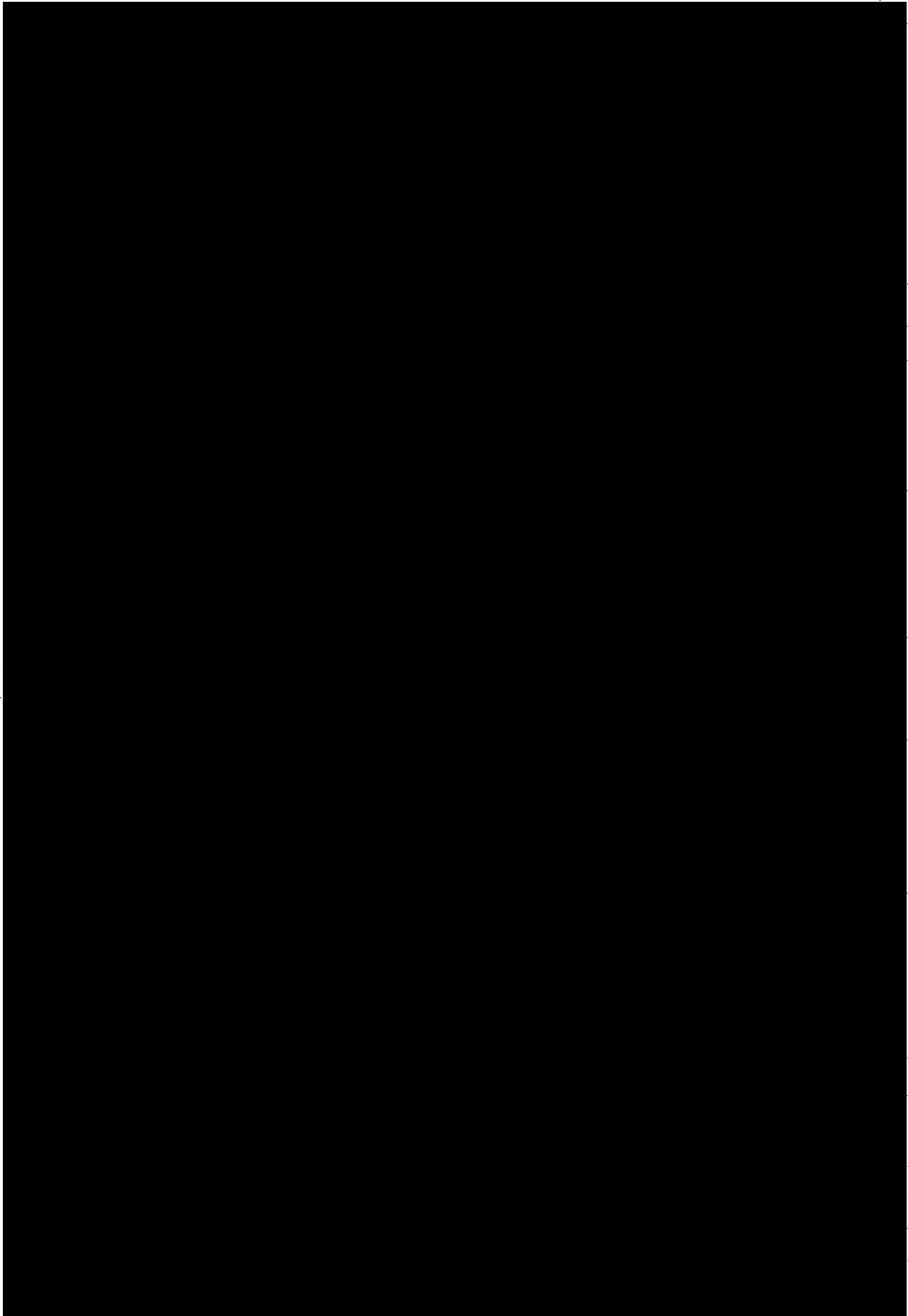
Innovative Districts share the following characteristics:

- 1. Anchor Buildings**
- 2. Technologically Wired**
- 3. Transportation – easy access**
- 4. Large Knowledge Base**
- 5. Collaborative Atmosphere and Space**

Carefully designed facilities and outside gathering areas will maximize exchanges between patrons. Capitalizing on these exchanges will lead to increased collaboration, increased exchanging of ideas and methods, innovation and advancement of ideas and entrepreneurship. Economic development will naturally follow.

To encourage these types of exchanges informal gathering areas and shared space will be strategically designed and placed. The ability to seamlessly transfer information will pave the way for efficiencies, improvements and greater income generation.

Legacy Crossing Lot  
Pro forma Worksheet



## PRO FORMA - REVENUE ASSUMPTIONS

TYPE OF UNIT	NUMBER OF UNITS OR SF	\$	MONTHLY REVENUE
1 BEDROOM UNITS	36		
2 BEDROOM UNITS	6		
RETAIL #1 CHILDCARE	2,500		
RETAIL #2 BUSINESS CENTER (WORKSPACE)	2,500		
RETAIL #3	864		
RETAIL #4	1,750		
	50%		

December 21, 2018'

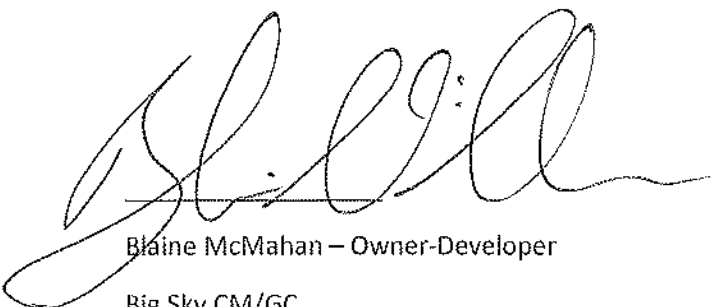
Mr. Bill Belknap City of Moscow

206 Third Street

Moscow, Idaho 83843

Re: Statement of Willingness to Execute DDA Legacy Crossing Lot Proposal.

It is our intent to (willing and able) to execute a Disposition and Development Agreement (DDA) with the Moscow Urban Renewal Agency (MURA) upon selection to develop the property located at the South East corner of the intersection of 6<sup>th</sup> and Jackson Streets in Moscow, Idaho. The MURA is to prepare with our input and review the DDA as outlined in the MURA published Summary of Disposition and Development Agreement.

  
Blaine McMahan – Owner-Developer

Big Sky CM/GC



## RELEASE, WAIVER AND INDEMNITY AGREEMENT

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 for the Request for Proposals (hereinafter "RFP") seeking interested developers for the two (2) undeveloped parcels (Parcels) located at the southwest corner of the intersection of Sixth Street and Jackson Street in Moscow, Idaho, pursuant to the Legacy Crossing Urban Renewal District Redevelopment Plan of June 2, 2008 (hereinafter "Project")
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MURA's RFP (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 RFP and any responses by any Developer thereto, herein referred to as Submissions of Interest ("SOI");
4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Developer over another; and
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:

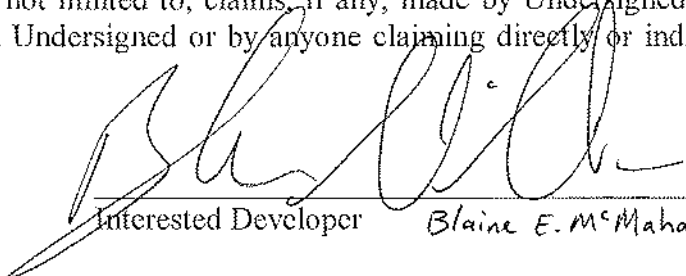
1. Any aspect of the RFP, including any information or material set forth therein or referred to therein;
2. Any modification or suspension of the RFP for informalities or defects therein;
3. Any modification of or criteria or selection or defects in the selection procedure of any act or omission of 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 RFP 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 RFP.

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 Undersigned's responses to the RFP, 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.

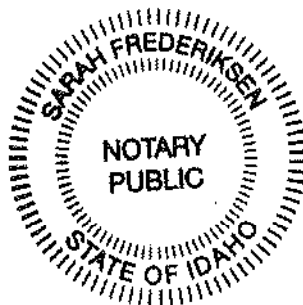
  
Interested Developer Blaine E. McMahan - Big Sky cm-6c

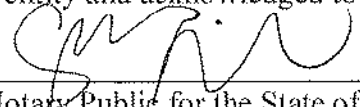
Date: 12-21-2018

ACKNOWLEDGMENT

STATE OF IDAHO            )  
                                      ) ss.  
COUNTY OF LATAH        )

On this 21<sup>st</sup> day of December, 2018, before me,  
Sarah Frederiksen, a Notary Public in and for said State, personally appeared  
Blaine McMahan, known or identified to me (or proved to me on the oath of  
\_\_\_\_\_ ) to be the \_\_\_\_\_ of \_\_\_\_\_, an  
\_\_\_\_\_, the entity that executed the instrument or the person  
who executed the instrument on behalf of said entity and acknowledged to me that such entity  
executed the same.



 Sarah Frederiksen  
Notary Public for the State of Idaho  
Residing at Nez Perce county  
My commission expires 07/08/2020



# wintzcompany, llc

Real Estate Development and Building

12.21.18

Dear Bill and MURA Board of Commissioners,

We are pleased to submit our conceptual proposal for development of MURA's 6<sup>th</sup> and Jackson site. The proposal envisions the two individual parcels developed simultaneously and architecturally cohesive but with two differing product types, financed separately with potentially differing partnerships.

**North parcel** – Hotel Moscow (presently referred to as). This building consists of approximately 39,400 sf, approximately 3,500 sf of that total being in retail uses with one storefront facing onto 6<sup>th</sup> and one storefront at the NE corner and intersection of 6<sup>th</sup> and Jackson. The remainder of the building is hotel related.

The hotel target within our hotel market is “upscale”, which is a notch above the Fairfield, La Quinta and the Best Western who would be in the midscale or upper midscale. It is expected to be an unflagged boutique, consisting of approximately 40 rooms. Half of the rooms are suites and also serve an otherwise unaddressed extended-stay demand. Exterior architecture is intended to communicate the upscale positioning, elegance and tradition without being too ostentatious and off-putting for our North Idaho market. The interior is elegant and contemporary. The lobby is a place where our guests will enjoy spending time, sitting in one of our furniture settings, reading by a fire, working or talking with friends (We would love to have a small bar open from 5pm to 10pm but all that may be required for that has not been explored at this time). The rooms are located on the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors. The 2<sup>nd</sup> floor consists of our standard rooms and levels three and four have our suites. The plan presently includes a fourth floor roof top deck with outdoor Jacuzzi, lounging area and shade structure.

Primary features of the Hotel Moscow – Upscale, extended-stay opportunities, downtown.



**South parcel** – Mixed use: Commercial and residential. This building consists of four floors; commercial on the ground with three floors of move-up apartments, totaling 30 units, above. The ground floor space will consist of approximately 4200 sf, adequate for a mid-sized restaurant. The apartments are expected to target a mature clientele who are willing to and able to pay for the amenities of a nice building at a great location.

The site is challenging yet has the potential to be a significant landmark. After a number of architectural massing renditions, we felt that achieving a balanced mass (ground floor especially impacted) and meeting the parking requirement on-site were at odds with each other. It is our opinion that the site is too valuable to compromise. Therefore, we are advancing this proposal subject to meeting the entire parking requirement by the addition of approximately 30 spaces that would be located nearby and deeded to the project.

Under this proposal, Mark Wintz would be the key contact with the MURA Director and Commissioners. Most of the work that Mark has developed has been residential, building and developing about 200 homes including several multi-million dollar estates in Southern California. In 2000, Mark developed a 220,000 sf multi-story storage facility (ground up) in Ventura, CA. In 2013-14, Mark purchased, renovated and leased the EMSI Building located at 409 S. Jackson. As a part of that project, Mark worked with MURA on the street improvements along Jackson. In 2014 – 2016 Mark developed (ground up) a 143,000 sf six story storage facility in Bellevue, WA. On these commercial projects mentioned and on numerous others, Mark has been the responsible party in the key developer role, working from concept creation, team building, financing, construction to on-going operations (or oversight of management as the case may be).

Hotel Financing - As it pertains to this project, Mark has spent most of his efforts on understanding the hotel business and discussing the financing with various parties. Financing is a challenge because requirements change for numerous and sometimes unrelated reasons. Therefore, we are not now able to say that this project will receive financing according to our expectations. Nevertheless, we believe that we have a reasonable and realistic path given our initial discussions with the financing industry. This is the way we would see the Hotel site being financed it at this point in the process:

- Mainline Bank (in first place) – 40% to 50%
- SBA 504 (in second place) – take it up to 80%
- New Markets – (third place) - 80% to 95%

Equity will be provided by the developer directly or with the association of a small group of investors. It helps (and is a requirement of New Markets) that this site is in an Opportunity Zone.

Financing of the southern Mixed-use site is expected to be a combination of Main line traditional bank and equity.

Concept design as submitted – Please consider that the design work as submitted is in an early stage that is yet to be refined with much more detailing. Additionally some inconsistencies between the floor plans, the elevations, the code and our final version make exist.

Speaking for myself and the team of professionals who would be a part of this exciting project, we look forward to the opportunity to solve any issues and build an outstanding project that will also be building great equity in our beloved town.

Very best regards,

*Mark Wintz*

Mark Wintz

As Managing Member for the Wintz Company, LLC



DESIGN BY:  
WINTZ COMPANY  
120 East Third St.  
Moscow, ID 83843  
Developer/ Designer  
Mark Wintz  
mark@wintzcompany.com  
(208) 596-5555  
Assistant Designer  
Monique Hardy  
monique@wintzpoints.com  
(208) 596-9556

6th and Jackson Development

MOSCOW, IDAHO

12/21/2018



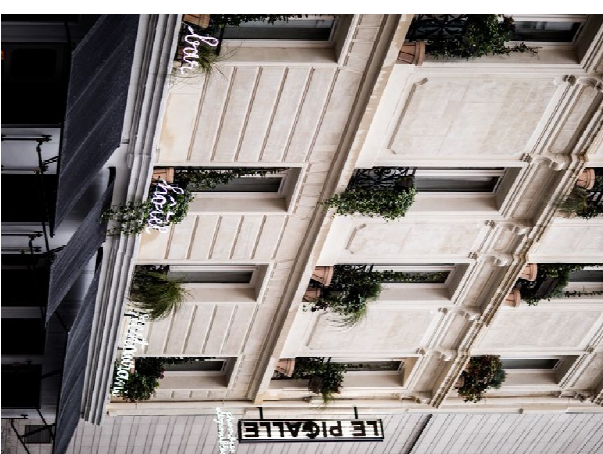
6th and Jackson Development

MOSCOW, IDAHO

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12/21/2018



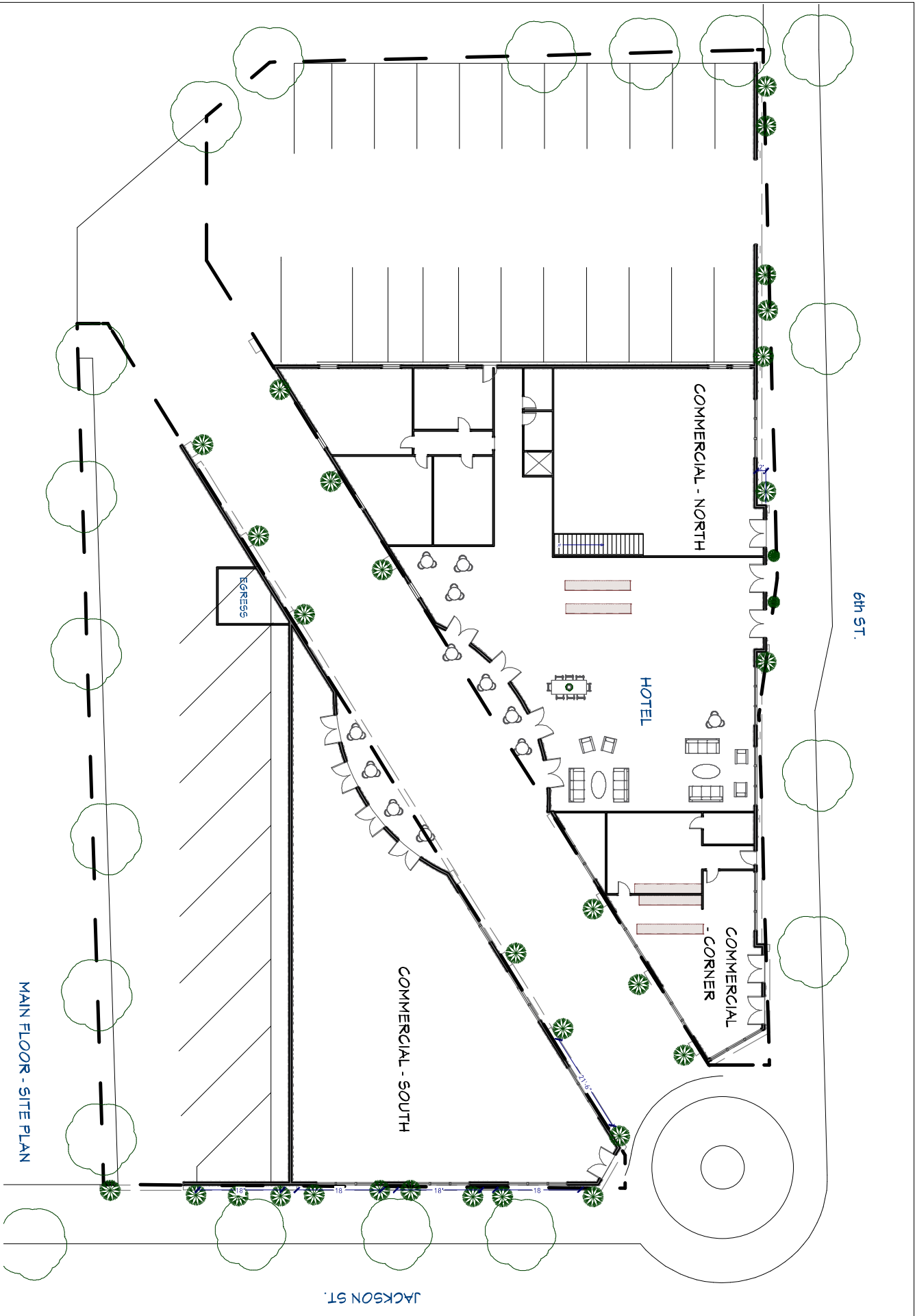


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## 6th and Jackson Development

MOSCOW, IDAHO

12/21/2018



JACKSON ST.

6th ST.

MAIN FLOOR - SITE PLAN

6th and Jackson Development

MOSCOW, IDAHO

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12/21/2018

A 4



SECOND FLOOR

DESIGN BY:  
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120 East Third St.  
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Monique Hardy  
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6th and Jackson Development

MOSCOW, IDAHO

12/21/2018

A 5





THIRD FLOOR

DESIGN BY:

WINITZ COMPANY

120 East Third St.  
Moscow, ID 83843

Developer/ Designer

Mark Winitz

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(208) 576-5555

Architect/ Designer

Monique Hardy

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## 6th and Jackson Development

MOSCOW, IDAHO

12/21/2018

A 6



FOURTH FLOOR

## 6th and Jackson Development

MOSCOW, IDAHO

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 Assistant Designer  
 Monique Hardy  
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12/21/2018

A 7

12/21/2018

**The Moscow Hotel, Moscow, ID**

Lot Square Footage  
Total Above-Grade GSF  
Less Non-Room GSF  
    Retail GSF  
    Lobby, Admin, Room Support GSF  
    Food & Beverage GSF  
    Roof top Deck, Fitness GSF  
    Function GSF  
Total Non-Room GSF  
  
Residual Room GSF (78% total GSF)  
Rentable Hotel Room SF  
Keys  
Average Room SF  
  
Parking Spots - Greater of Zoning and Market  
  
Pre-Construction Period (starts at Today's Date)  
Construction Schedule  
Months to Stabilization  
Total Project Timeline

**Total Project Cost (TPC)**  
Hard Cost & Contingency  
Parking Hard Cost & Contingency  
FF&E & Contingency  
Soft Cost % Hard Costs, FF&E & Contingency  
Construction Loan Interest & Operating Deficit  
Land Cost

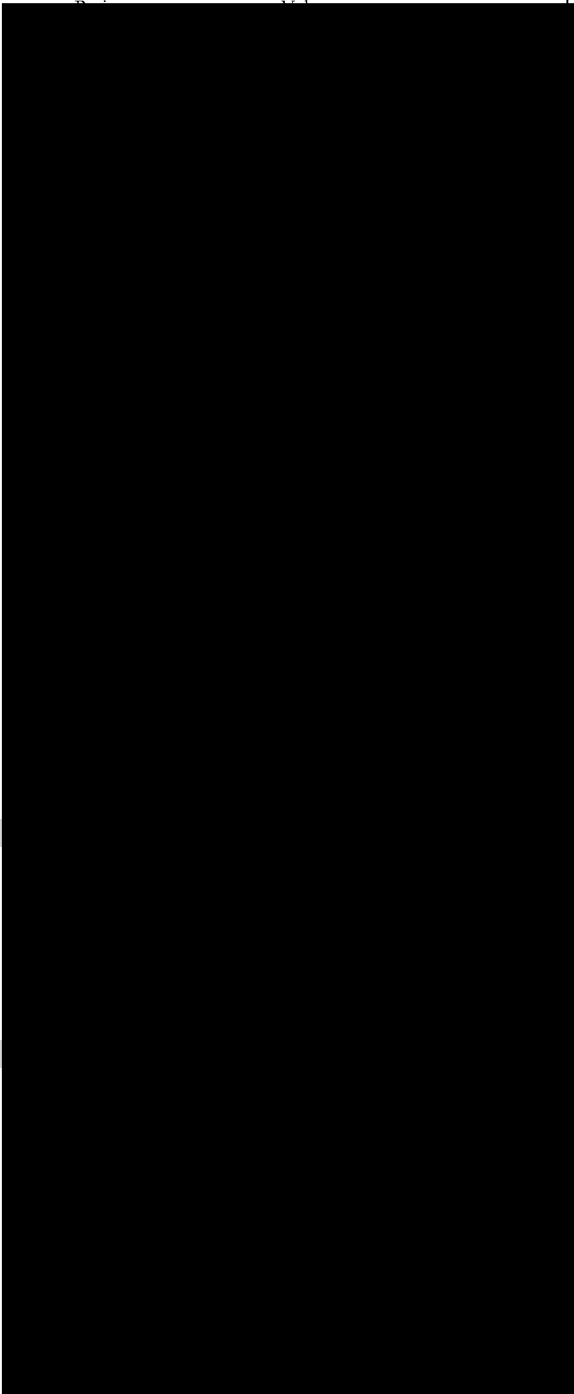
**Total Project Cost (TPC)**  
*Per Key*

Construction Loan Proceeds  
Conventional Bank  
SBA 504  
New Markets  
Equity Required

**Total Sources of Funds**

**Income**  
Stabilized ADR  
Stabilized Occupancy / RevPAR  
Stabilized Room Revenues  
Rooms Revenue % Total Revenue  
Total Annual Revenues  
Stabilized Annual NOI after Reserves

ADR = Average Daily Rate  
RevPAR = Revenue Per Available Room



## RELEASE, WAIVER AND INDEMNITY AGREEMENT

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 for the Request for Proposals (hereinafter "RFP") seeking interested developers for the two (2) undeveloped parcels (Parcels) located at the southwest corner of the intersection of Sixth Street and Jackson Street in Moscow, Idaho, pursuant to the Legacy Crossing Urban Renewal District Redevelopment Plan of June 2, 2008 (hereinafter "Project")
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MURA's RFP (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 RFP and any responses by any Developer thereto, herein referred to as Submissions of Interest ("SOI");
4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Developer over another; and
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 RFP, including any information or material set forth therein or referred to therein;
2. Any modification or suspension of the RFP 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.

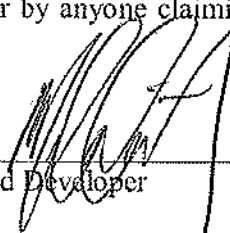
The undersigned further, by its execution of this Release, expressly and absolutely waives any and all claim or claims against MURA and MURA property, or City and City property, directly or indirectly, arising out of or in any way connected with all or any of the foregoing.

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 RFP 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 RFP.



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 Undersigned's responses to the RFP, 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.

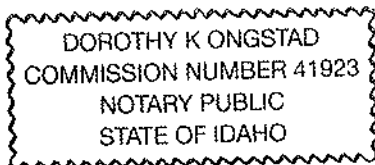
  
\_\_\_\_\_  
Interested Developer

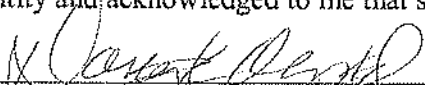
Date: 12/21/18

ACKNOWLEDGMENT

STATE OF IDAHO           )  
                                      ) ss.  
COUNTY OF LATAH       )

On this 11<sup>th</sup> day of December, 2018, before me,  
Dorothy K. ONGSTAD, a Notary Public in and for said State, personally appeared  
MARC WINTZ, known or identified to me (or proved to me on the oath of  
\_\_\_\_\_) to be the \_\_\_\_\_ of \_\_\_\_\_, an  
\_\_\_\_\_, the entity that executed the instrument or the person  
who executed the instrument on behalf of said entity and acknowledged to me that such entity  
executed the same.



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

Residing at LATAH COUNTY

My commission expires 3-1-2022

# CITY OF MOSCOW

## COMMUNITY DEVELOPMENT DEPARTMENT

### DEVELOPMENT REVIEW REPORT

**DATE:** January 15, 2019

#### **GENERAL INFORMATION**

**Subject:** Moscow Urban Renewal Agency request for redevelopment proposals for a parcel located at the southwest corner of the intersection of 6<sup>th</sup> Street and Jackson Street in Moscow, Idaho.

**Applicant:** Big Sky CM/GC; RGU Architecture; GINNO Construction; EMSI

**Project Description:** Big Sky CM/GC is proposing a four-story mixed use building on the northern parcel and a 20 space parking lot on the southern parcel. The first floor of the building includes 864 sf of retail/commercial space, 2,500 sf of shared rental workspace, 2,500 sf child care center, and 3 studio apartments. The second, third, and fourth floors are dedicated solely to apartments with each floor containing 11 – one-bedroom units and 2 – two-bedroom units.

#### **Attachments:**

1. Cover Letter
2. Development Team
3. Project Concept
4. Proposed Schedule
5. Exterior Façade
6. Connectivity
7. Market Analysis
8. Pro-Forma
9. Release, Waiver, and Indemnity Agreement

**Prepared By:** Mike Ray, AICP – Planning Manager

#### **STAFF REVIEW**

**Summary:** The proposed Big Sky development complies with a portion of the requirements of the Legacy Crossing Overlay Design Guidelines document. The building placement and building height are all within the parameters dictated by the design guidelines. The proposed building complies with the building façade requirements such as front entry locations and building materials, but the façade design lacks elements that are consistent with the architectural character of the downtown area. There were also no elevation drawings provided so there was no definitive way to calculate certain aspects such as the percentage of window area. Window openings on the ground floor facades that abut public streets and pedestrian ways are required to occupy 50% to 85% of the wall area. The conceptual drawings that were provided appear to meet this requirement. Also, projecting façade elements such as awnings that provide shade

and shelter to pedestrians are required to be present for 75% of the facades adjacent to public streets and pedestrian ways. The conceptual images that are provided do not show any projecting façade elements.

The proposal meets the required amount of off-street parking and also satisfies the placement requirements within the design guidelines. 28 parking spaces are required and 31 are shown on the plans. There are landscaping requirements within the design guidelines for areas adjacent to parking lots. There appears to be space dedicated in the southeast parking lot for the required landscape areas, but detail needs to be provided that shows the number, type, and size of plantings. The northwest parking lot doesn't satisfy the landscape buffer standards, as there are no buffers shown.

There is no incorporation of public art being proposed as part of the project. Public art is encouraged in the design guidelines and needs to be incorporated into the key public open space at the northeast corner of the property. There is also no bicycle parking shown on the plans and the stormwater management aspect of the project is not addressed.

#### Urban Mixed Commercial (UMC) Zoning District:

Proposed Use	Permitted			Notes
	Yes	No	CUP	
Retail/Commercial - 864 sf (first floor)	Y			
Shared Rental Workspace – 2,500 sf (first floor)	Y			
Child Care Center – 2,500 sf (first floor)	Y		Y	Large child care facilities require a CUP.
3 Residential Units - 582 sf/unit (first floor)	Y			Dwellings located above or behind commercial uses are permitted in UMC
11 – 1 Bedroom Units; 2 – 2 Bedroom Units (second, third, and fourth floors)	Y			Dwellings located above or behind commercial uses are permitted in UMC

#### Compliance Symbols:

Y – Yes                      NIP – No Information Provided  
 N – No                      NA – Not Applicable  
 P – Partial

#### Legacy Crossing Overlay (LCO) Design Guidelines

Criteria	Compliance	Notes
<b>Pedestrian Corridor Facilities</b>		
Continuation of Hello-Walk Corridor	Y	The proposed extension of Hello-Walk follows the location which is shown within the design guidelines.
Compliance with Hello-Walk Corridor Detail	NIP	No details are shown on the plans

<b>Building Placement</b>		
Located within 5' of property lines along Jackson and Sixth Street	Y	
20% of total building frontage length may be set back a maximum of 15' to accommodate façade articulation and public space amenities	Y	
<b>Building Height</b>		
Minimum height is 20' or two stories	Y	Four stories are proposed.
Maximum height is 60' or five stories	Y	Proposal does not exceed this limitation.
<b>General Building Façade Design</b>		
Front façade shall include the main entrance and a number of transparent window openings	Y	Main entry locations are located on Sixth Street and the intersection of Sixth and Jackson. Large transparent windows are located on the entire length of the building.
Blank walls on all facades that front a park, street, plaza, or other public spaces should be discouraged	Y	A similar façade is continued on all sides of the building.
On all facades, a clear visual distinction between each floor should be provided	Y	Windows, balconies, and building materials create a distinction between floors
Facades should include both solid surfaces and window openings to avoid the creation of blank walls and/or glass curtain walls. Window openings should be balanced to avoid large blank wall surfaces on the façade	Y	The façade is evenly balanced between large windows and solid surfaces.
Rear and side facades should be designed with similar architectural elements, materials, and colors as the front façade. However, the design of side and rear facades may be simpler, and more casual in nature	Y	The rear and side facades are similar in style to the front façade.
<b>Window Openings</b>		
Fifty (50%) to eighty five (85%) percent of ground-floor façades that front public streets and pedestrian ways should be occupied by windows and/or entry doors.	NIP	No building elevations were provided, so compliance could not be determined.
Windows and doors should utilize clear transparent glass in	Y	It appears that transparent glass is being utilized.

order to provide clear views of storefront displays from the street and to allow natural surveillance of the street and adjacent outdoor spaces.		
Mirror and tinted glass should be discouraged. Moderately tinted glass for energy conservation should be allowed.	Y	There does not appear to be any proposed mirror or tinted glass.
For all floors above the ground floor, windows should occupy at least twenty (20%) of the total wall areas and should have a vertical orientation and proportion.	NIP	No building elevations were provided, so compliance could not be determined.
<b>Projecting Façade Elements</b>		
Projecting façade elements should be in keeping with the historic architecture within the community including awnings and marquees.	N	Elements that contribute to the historic architecture in the area are not present in the proposed building design.
Where buildings are adjacent to public streets or pedestrian ways, at least 75 percent of the façade width should contain projecting façade elements that provide shade and shelter to pedestrians	N	The conceptual images of the building which were provided do not show any projecting façade elements.
<b>Façade Articulation</b>		
Street facing building facades, as well as all facades that front a plaza or pedestrian way should be articulated to improve the quality of the design. Appropriate methods are described in Section 6.D.13	Y	The proposed building façades are articulated by increasing and varying the window openings; recessing windows and entryways; and providing recessed balconies.
<b>Building Materials</b>		
Appropriate building materials that are encouraged on facades are listed within Section 6.D.14	Y	Proposed building materials include either a solid 8" C.I.P wall system or solid concrete filled CMU style wall skinned with panels of solid masonry bricks spread out along the Jackson, Sixth and Hello Walk frontages. Hardie-Panel and metal siding components make up the rest of the ground floor as well as the 2, 3 and 4 <sup>th</sup> floors including the parapet.
Inappropriate building materials that are discouraged on facades are listed within Section 6.D.15	Y	It appears that no inappropriate building materials are proposed to be used. Further clarification may be needed on the metal siding component, as sheet metal siding is listed as an inappropriate



		material.
Painted building surfaces should have a matte or low-gloss finish but trim work may have a glossy finish.	Y	There are no painted surfaces identified on the plans.
<b>Required Off-Street Parking</b>		
Vehicular parking should be required per the standards within Section 7.B.1	Y	28 parking spaces required and 31 are provided.
<b>Off-Street Parking Placement</b>		
Off-street parking facilities should not be located between structures and adjacent public right-of-ways or pedestrian corridors	Y	Off-street parking facilities are located to the side and behind the proposed development.
Off-street parking should be located underneath, behind, or to the side of all principle structures, or within parking structures	Y	Off-street parking facilities are located to the side and behind the proposed development.
Other than public parking facilities, surface parking lots should be minimized in order to reduce the detrimental impacts of large surface parking lots within the LCO area	Y	The provided parking is consistent with what the parking requirement is.
Where podium parking is provided it should be screened from public view by the building with habitable space or other building features	NA	
<b>Off-Street Parking Joint Use Provisions</b>		
Shared joint use of off-street parking facilities among multiple properties is encouraged and may be approved by the approving body.	NA	
<b>Off-Street Surface Parking Landscape Guidelines</b>		
Surface parking areas should include one canopy tree placed within or around the perimeter of the parking area for each five (5) stalls provided	NIP	No landscaping plan for the parking lots was provided.
Off-street surface parking areas	NIP	No landscaping plan for the parking lots was

should be screened from adjacent public streets or pedestrian corridors by a five (5) foot wide landscape strip with shrubs or similar plantings that will provide adequate visual screening of the area at maturity and planted four (4) feet on center. The landscape strip may be reduced to three (3) feet in width with the inclusion of a fence or wall used for screening purposes.		provided.
<b>Parking Structure Design Guidelines</b>		
The exterior design of parking structures should minimize its visual identity as parking through façade articulation, window openings and variations in color, material and/or texture	NA	
Where possible, parking structures should be placed in a manner to minimize interruption of street frontage and screened from view by habitable space of the uses that they serve	NA	
Where parking structures are located adjacent to public streets or pedestrian areas, the exterior of the parking structure should include architectural detail such as decorative façade features, planters, and storefronts to minimize the appearance of the parking structure to motorists and pedestrians	NA	
<b>Key Public Spaces</b>		
Developments within the LCO area should incorporate public open spaces and features (such as plazas, fountains, seating and gathering areas and pocket parks) as key focal points within the LCO area as identified within Figure 8.1	Y	The proposal includes pocket park adjacent to the entrance of Hello-Walk in the northeast corner.
<b>Public Art Integration and Key Installation Locations</b>		
Public art incorporation within building facades, street furnishings, public installations and other development components are highly	NIP	There are no public art features shown on the plans.

encouraged		
Developments should incorporate public art installations within all proposed key public spaces and the identified installation locations identified in Figure 8.1	NIP	There are no public art features shown on the plans.
<b>Stormwater Management</b>		
To the greatest extent possible all developments within the LCO area should utilize best management practices to capture, detain, reuse, treat and otherwise control and reduce stormwater runoff from the development site. Such management plans should include items such as pervious pavement materials, bio-swales, green roofs, rainwater harvesting, and other such practices	NIP	
All developments within the LCO area should integrate low impact stormwater management practices in addition to meeting all other stormwater requirements and provisions of Moscow City Code	NIP	
<b>Public Transit Facilities</b>		
All developments within the LCO area should assess the need for transit facilities necessary to serve the development including the location of public transit stops, benches, shelters and signage.	NA	
<b>Bicycle Parking Facilities</b>		
Developments within the LCO area should provide bicycle parking for each use of a lot or structure in accordance with the standards found within Section 9.C.1	NIP	Bicycle parking is not addressed in the proposal.
Each bicycle parking space shall be sufficient to accommodate a bicycle at least six (6) feet in length and two feet wide, and shall be provided with some form of stable frame permanently anchored to a foundation to which a bicycle frame and both	NIP	Bicycle parking is not addressed in the proposal.

wheels may be conveniently secured using a chain and padlock, locker, or other storage facilities which are convenient for storage and are reasonably secure from theft and vandalism.		
The separation of the bicycle parking spaces and the amount of corridor space must be adequate for convenient access to every space when the parking facility is full.	NIP	Bicycle parking is not addressed in the proposal.
When automobile parking spaces are provided in a structure, all required bicycle spaces shall be located inside that structure or should be located in other areas protected from the weather. Bicycle parking spaces in parking structures should be clearly marked as such and should be separated from auto parking by some form of barrier to minimize the possibility of damage from a vehicle.	NA	

# CITY OF MOSCOW

## COMMUNITY DEVELOPMENT DEPARTMENT

### DEVELOPMENT REVIEW REPORT

**DATE:** January 15, 2019

#### **GENERAL INFORMATION**

**Subject:** Moscow Urban Renewal Agency request for redevelopment proposals for a parcel located at the southwest corner of the intersection of 6<sup>th</sup> Street and Jackson Street in Moscow, Idaho.

**Applicant:** Rusty Olps, Jr. and Austin Storm - Moscow Flatiron

**Project Description:** Developers Rusty Olps, Jr. and Austin Storm are proposing a five-story mixed use development which includes a 36,900 sf building, 36 parking spaces divided amongst two parking lots, and the extension of Hello-Walk from the northeast corner of the property. The building is proposed to contain 6,500 sf of retail space on the first floor and 42 studio apartments ranging from 250 to 650 sf in size on the second, third, and fourth floors. Proposed uses on the fifth floor include offices, artist loft studios, collective work space, and an executive board room.

#### **Attachments:**

1. Cover Letter
2. Pro-Forma
3. Release, Waiver, and Indemnity Agreement
4. Cover Sheet
5. Site Plan
6. Floor Plans and Elevations
7. Perspective Overview
8. Additional Renderings

**Prepared By:** Mike Ray, AICP – Planning Manager

#### **STAFF REVIEW**

**Summary:** The proposed Flatiron Development complies with most of the requirements within the Legacy Crossing Overlay Design Guidelines document. The building placement and building height are all within the parameters dictated by the design guidelines. The proposed building complies with all of the building façade requirements which include front entry locations, façade design, the proportion of transparent window openings, and building materials. Projecting façade elements such as the metal awnings shown on the plans must extend for 75% or more of the façades which are adjacent to public streets or pedestrian ways. While the proposal includes metal awnings, they only make up 68% of the Sixth Street and Hello-Walk frontages and will need to be expanded to meet the 75% threshold.



The placement of off-street parking and the landscaping surrounding the parking lot is consistent with the surface parking requirements of the code as well as the bicycle parking requirements. More detail will be needed on the type and amount of landscaping as well as the type and size of bicycle racks to ensure compliance.

Public art has been incorporated in the southwestern corner of the development, but is lacking in the key public space on the property which is identified as the northeast corner adjacent to the Sixth and Jackson intersection. Additional information will also have to be provided regarding stormwater management, as no details have been provided.

#### Urban Mixed Commercial (UMC) Zoning District:

Proposed Use	Permitted			Notes
	Yes	No	CUP	
Retail/Commercial – 6,500 sf (first floor)	Y			
42 Studio Apartments – 250-650 sf (second, third, and fourth floors)	Y			
Offices, Artist Studios, Collective Works Space, and Executive Board Room (fifth floor)	Y			

#### Compliance Symbols:

Y – Yes  
N – No  
P – Partial  
NIP – No Information Provided  
NA – Not Applicable

#### Legacy Crossing Overlay (LCO) Design Guidelines

Criteria	Compliance	Notes
<b>Pedestrian Corridor Facilities</b>		
Continuation of Hello-Walk Corridor	Y	The proposed extension of Hello-Walk follows the location which is shown within the design guidelines.
Compliance with Hello-Walk Corridor Detail	P	The renderings show partial compliance with the Hello-Walk detail. Trees and historic light fixtures need to be shown in the detail.
<b>Building Placement</b>		
Located within 5' of property lines along Jackson and Sixth Street	Y	
20% of total building frontage length may be set back a maximum of 15' to accommodate façade articulation and public space amenities	Y	

<b>Building Height</b>		
Minimum height is 20' or two stories	Y	Five stories are proposed.
Maximum height is 60' or five stories	Y	Proposal does not exceed this limitation.
<b>General Building Façade Design</b>		
Front façade shall include the main entrance and a number of transparent window openings	Y	Main entry locations are located on Sixth Street and the intersection of Sixth and Jackson. Large transparent windows are located on the entire length of the building.
Blank walls on all facades that front a park, street, plaza, or other public spaces should be discouraged	Y	A similar façade is continued on all sides of the building.
On all facades, a clear visual distinction between each floor should be provided	Y	Windows, architectural recessions, and cornices create a distinction between floors.
Facades should include both solid surfaces and window openings to avoid the creation of blank walls and/or glass curtain walls. Window openings should be balanced to avoid large blank wall surfaces on the façade	Y	The façade is evenly balanced between large windows and solid surfaces.
Rear and side facades should be designed with similar architectural elements, materials, and colors as the front façade. However, the design of side and rear facades may be simpler, and more casual in nature	Y	The rear and side facades are similar in style to the front façade.
<b>Window Openings</b>		
Fifty (50%) to eighty five (85%) percent of ground-floor façades that front public streets and pedestrian ways should be occupied by windows and/or entry doors.	Y	57% of the ground-floor façade adjacent to Sixth Street is occupied by windows and 51% of the ground-floor façade adjacent to Hello-Walk is occupied by windows.
Windows and doors should utilize clear transparent glass in order to provide clear views of storefront displays from the street and to allow natural surveillance of the street and adjacent outdoor spaces.	Y	It appears that transparent glass is being utilized.
Mirror and tinted glass should be discouraged. Moderately tinted glass for energy conservation should be allowed.	Y	There does not appear to be any proposed mirror or tinted glass.
For all floors above the ground floor, windows should occupy at	Y	Windows occupy approximately 26% of the wall areas.

least twenty (20%) of the total wall areas and should have a vertical orientation and proportion.		
<b>Projecting Façade Elements</b>		
Projecting façade elements should be in keeping with the historic architecture within the community including awnings and marquees.	Y	Heavy roof cornices and pillars, solid concrete, and metal awnings are consistent with historical architecture within the downtown area.
Where buildings are adjacent to public streets or pedestrian ways, at least 75 percent of the façade width should contain projecting façade elements that provide shade and shelter to pedestrians	P	Approximately 68% of the façade widths adjacent to public streets or pedestrian ways contain metal awnings.
<b>Façade Articulation</b>		
Street facing building facades, as well as all facades that front a plaza or pedestrian way should be articulated to improve the quality of the design. Appropriate methods are described in Section 6.D.13	Y	The proposed building façades are articulated by increasing and varying the window openings; recessing windows and entryways; providing vertical expression lines between the floors and around windows and doors; and incorporating heavy roof cornices.
<b>Building Materials</b>		
Appropriate building materials that are encouraged on facades are listed within Section 6.D.14	Y	Proposed building materials include hand-troweled smooth stone white stucco with black anodized aluminum windows.
Inappropriate building materials that are discouraged on facades are listed within Section 6.D.15	Y	It appears that no inappropriate building materials are proposed to be used.
Painted building surfaces should have a matte or low-gloss finish but trim work may have a glossy finish.	Y	There are no painted surfaces identified on the plans except for potentially the upper story black window trim, which is allowed to have a glossy finish.
<b>Required Off-Street Parking</b>		
Vehicular parking should be required per the standards within Section 7.B.1	Y	27 parking spaces required and 36 are provided.
<b>Off-Street Parking Placement</b>		
Off-street parking facilities should not be located between structures and adjacent public	Y	Off-street parking facilities are located to the side and behind the proposed development.

right-of-ways or pedestrian corridors		
Off-street parking should be located underneath, behind, or to the side of all principle structures, or within parking structures	Y	Off-street parking facilities are located to the side and behind the proposed development.
Other than public parking facilities, surface parking lots should be minimized in order to reduce the detrimental impacts of large surface parking lots within the LCO area	Y	The provided parking exceeds what is required, but the parking lots are divided into two locations which are separated by landscape buffers and Hello-Walk.
Where podium parking is provided it should be screened from public view by the building with habitable space or other building features	NA	
<b>Off-Street Parking Joint Use Provisions</b>		
Shared joint use of off-street parking facilities among multiple properties is encouraged and may be approved by the approving body.	NA	
<b>Off-Street Surface Parking Landscape Guidelines</b>		
Surface parking areas should include one canopy tree placed within or around the perimeter of the parking area for each five (5) stalls provided	Y	8 trees are required and 26 trees are shown on the plans. More detail will be needed to determine which trees are canopy and which are understory.
Off-street surface parking areas should be screened from adjacent public streets or pedestrian corridors by a five (5) foot wide landscape strip with shrubs or similar plantings that will provide adequate visual screening of the area at maturity and planted four (4) feet on center. The landscape strip may be reduced to three (3) feet in width with the inclusion of a fence or wall used for screening purposes.	Y	Landscape buffers have been provided between public right-of-ways and pedestrian corridors.
<b>Parking Structure Design Guidelines</b>		
The exterior design of parking structures should minimize its visual identity as parking through façade articulation, window	NA	

openings and variations in color, material and/or texture		
Where possible, parking structures should be placed in a manner to minimize interruption of street frontage and screened from view by habitable space of the uses that they serve	NA	
Where parking structures are located adjacent to public streets or pedestrian areas, the exterior of the parking structure should include architectural detail such as decorative façade features, planters, and storefronts to minimize the appearance of the parking structure to motorists and pedestrians	NA	
<b>Key Public Spaces</b>		
Developments within the LCO area should incorporate public open spaces and features (such as plazas, fountains, seating and gathering areas and pocket parks) as key focal points within the LCO area as identified within Figure 8.1	Y	The proposal includes additional green space adjacent to the entrance of Hello-Walk in the northeast corner.
<b>Public Art Integration and Key Installation Locations</b>		
Public art incorporation within building facades, street furnishings, public installations and other development components are highly encouraged	Y	Public artwork has been identified adjacent to Hello-Walk in the southwest corner of the property.
Developments should incorporate public art installations within all proposed key public spaces and the identified installation locations identified in Figure 8.1	NIP	There are no public art features shown on the installation locations identified in Figure 8.1.
<b>Stormwater Management</b>		
To the greatest extent possible all developments within the LCO area should utilize best management practices to capture, detain, reuse, treat and otherwise control and reduce stormwater runoff from the development site. Such management plans should include items such as pervious	NIP	



pavement materials, bio-swales, green roofs, rainwater harvesting, and other such practices		
All developments within the LCO area should integrate low impact stormwater management practices in addition to meeting all other stormwater requirements and provisions of Moscow City Code	NIP	
<b>Public Transit Facilities</b>		
All developments within the LCO area should assess the need for transit facilities necessary to serve the development including the location of public transit stops, benches, shelters and signage.	NA	
<b>Bicycle Parking Facilities</b>		
Developments within the LCO area should provide bicycle parking for each use of a lot or structure in accordance with the standards found within Section 9.C.1	Y	35 bicycle parking spaces are required and the applicant has proposed 36. More detail will need to be provided to verify that the bicycle parking spaces meet type, dimensional, and spacing requirements.
Each bicycle parking space shall be sufficient to accommodate a bicycle at least six (6) feet in length and two feet wide, and shall be provided with some form of stable frame permanently anchored to a foundation to which a bicycle frame and both wheels may be conveniently secured using a chain and padlock, locker, or other storage facilities which are convenient for storage and are reasonably secure from theft and vandalism.	P	Not enough detail is provided on the plans to determine compliance.
The separation of the bicycle parking spaces and the amount of corridor space must be adequate for convenient access to every space when the parking facility is full.	P	Not enough detail is provided on the plans to determine compliance.
When automobile parking spaces are provided in a structure, all required bicycle spaces shall be located inside that structure or should be located in other areas protected from the weather. Bicycle	NA	

parking spaces in parking structures should be clearly marked as such and should be separated from auto parking by some form of barrier to minimize the possibility of damage from a vehicle.		
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# CITY OF MOSCOW

## COMMUNITY DEVELOPMENT DEPARTMENT

### DEVELOPMENT REVIEW REPORT

**DATE:** January 29, 2019

#### **GENERAL INFORMATION**

**Subject:** Moscow Urban Renewal Agency request for redevelopment proposals for a parcel located at the southwest corner of the intersection of 6<sup>th</sup> Street and Jackson Street in Moscow, Idaho.

**Applicant:** Mark Wintz - Hotel Moscow

**Project Description:** Mark Wintz is proposing a mixed use development which includes 2 - four-story buildings. The northern building includes 3,500 sf of retail/commercial space on the first floor, and a hotel lobby on the remaining portion of the first floor with 40-50 hotel rooms distributed amongst the second, third, and fourth floors. The southern building is proposed to contain 4,200 sf of commercial space on the first floor and 30 - one-bedroom apartments divided between the second, third, and fourth floors.

#### **Attachments:**

1. Cover Letter
2. Conceptual Images
3. Interior and Exterior Finish Examples
4. Site Plan
5. Floor Plans
6. Pro Forma
7. Release, Waiver, and Indemnity Agreement

**Prepared By:** Mike Ray, AICP – Planning Manager

#### **STAFF REVIEW**

**Summary:** The proposed Hotel Moscow development complies with a portion of the requirements of the Legacy Crossing Overlay Design Guidelines document. The building placement and building height are all within the parameters dictated by the design guidelines. The proposed building complies with the building façade requirements such as front entry locations, building materials, and façade design, although there were no conceptual images of the rear and side building facades to make a determination. There were also no elevation drawings provided so there was no definitive way to calculate certain aspects such as the percentage of window area. Window openings on the ground floor facades that abut public streets and pedestrian ways are required to occupy 50% to 85% of the wall area. The conceptual drawings that were provided appear to meet this requirement. Also, projecting façade elements such as awnings that provide shade and shelter to pedestrians are required to

be present for 75% of the facades adjacent to public streets and pedestrian ways. The conceptual images that are provided do not show any projecting façade elements.

The proposal does not meet the required amount of off-street parking, but does meet the placement requirements within the design guidelines. 59-69 spaces are required depending on the total number of hotel rooms (there was a discrepancy between what was shown on the plans and what was stated in the cover letter) and 30 are provided. It is noted that off-site parking will be acquired, but no further details have been provided.

There are landscaping requirements within the design guidelines for areas adjacent to parking lots. There appears to be space dedicated in the southeast parking lot for the required landscape areas, but more detail needs to be provided regarding the number, type, and size of plantings. The northwest parking lot doesn't satisfy the landscape buffer dimensional standards and there isn't enough detail on the plantings to make a determination.

There is no incorporation of public art being proposed as part of the project. Public art is encouraged in the design guidelines and needs to be incorporated into the key public open space at the northeast corner of the property. There is also no bicycle parking shown on the plans and the stormwater management aspect of the project is not addressed.

#### Urban Mixed Commercial (UMC) Zoning District:

Proposed Use	Permitted			Notes
	Yes	No	CUP	
North Building				
Retail/Commercial – 3,500 sf (first floor)	Y			
Hotel - 40-50 rooms (second, third, and fourth floors)	Y			There is a discrepancy on the number of rooms, approximately 40 are stated in the cover letter and 50 are shown on the plans.
South Building				
Commercial – 4,200 sf (first floor)	Y			
Apartments – 30 – one-bedroom units (second, third, and fourth floors)	Y			

#### Compliance Symbols:

Y – Yes                      NIP – No Information Provided  
 N – No                      NA – Not Applicable  
 P – Partial

#### Legacy Crossing Overlay (LCO) Design Guidelines

Criteria	Compliance	Notes
<b>Pedestrian Corridor Facilities</b>		
Continuation of Hello-Walk Corridor	Y	The proposed extension of Hello-Walk follows the location which is shown within the design guidelines.

Compliance with Hello-Walk Corridor Detail	P	The renderings show partial compliance with the Hello-Walk detail. More detail needs to be shown.
<b>Building Placement</b>		
Located within 5' of property lines along Jackson and Sixth Street	Y	
20% of total building frontage length may be set back a maximum of 15' to accommodate façade articulation and public space amenities	Y	
<b>Building Height</b>		
Minimum height is 20' or two stories	Y	Four stories are proposed.
Maximum height is 60' or five stories	Y	Proposal does not exceed this limitation.
<b>General Building Façade Design</b>		
Front façade shall include the main entrance and a number of transparent window openings	Y	Main entry locations are located on Sixth Street and the intersection of Sixth and Jackson. Large transparent windows are located on the entire length of the building.
Blank walls on all facades that front a park, street, plaza, or other public spaces should be discouraged	Y	A similar façade is continued on all sides of the building.
On all facades, a clear visual distinction between each floor should be provided	Y	Windows, architectural recessions, and heavy cornices create a distinction between floors.
Facades should include both solid surfaces and window openings to avoid the creation of blank walls and/or glass curtain walls. Window openings should be balanced to avoid large blank wall surfaces on the façade	Y	The façade is evenly balanced between large windows and solid surfaces.
Rear and side facades should be designed with similar architectural elements, materials, and colors as the front façade. However, the design of side and rear facades may be simpler, and more casual in nature	NIP	The side and rear facades are not shown on the plans.
<b>Window Openings</b>		
Fifty (50%) to eighty five (85%) percent of ground-floor façades that front public streets and pedestrian ways should be occupied by windows and/or entry doors.	NIP	No building elevations were provided, so compliance could not be determined.



Windows and doors should utilize clear transparent glass in order to provide clear views of storefront displays from the street and to allow natural surveillance of the street and adjacent outdoor spaces.	Y	It appears that transparent glass is being utilized.
Mirror and tinted glass should be discouraged. Moderately tinted glass for energy conservation should be allowed.	Y	There does not appear to be any proposed mirror or tinted glass.
For all floors above the ground floor, windows should occupy at least twenty (20%) of the total wall areas and should have a vertical orientation and proportion.	NIP	No building elevations were provided, so compliance could not be determined.
<b>Projecting Façade Elements</b>		
Projecting façade elements should be in keeping with the historic architecture within the community including awnings and marquees.	Y	Heavy roof cornices, pillars, and vertical windows are consistent with historical architecture within the downtown area.
Where buildings are adjacent to public streets or pedestrian ways, at least 75 percent of the façade width should contain projecting façade elements that provide shade and shelter to pedestrians	N	The conceptual images of the building which were provided do not show any projecting façade elements.
<b>Façade Articulation</b>		
Street facing building facades, as well as all facades that front a plaza or pedestrian way should be articulated to improve the quality of the design. Appropriate methods are described in Section 6.D.13	Y	The proposed building façades are articulated by increasing and varying the window openings; recessing windows and entryways; providing vertical and horizontal expression lines between the floors and around windows and doors; and incorporating heavy roof cornices.
<b>Building Materials</b>		
Appropriate building materials that are encouraged on facades are listed within Section 6.D.14	Y	Proposed building materials appear to be appropriate. Materials are not explicitly stated.
Inappropriate building materials that are discouraged on facades are listed within Section 6.D.15	Y	It appears that no inappropriate building materials are proposed to be used.
Painted building surfaces should have a matte or low-gloss finish but trim work may have a glossy	Y	There appears to be no painted surfaces proposed.

finish.		
<b>Required Off-Street Parking</b>		
Vehicular parking should be required per the standards within Section 7.B.1	N	19 parking spaces are required for the residential units and 40-50 spaces are required depending on the final hotel room count. So, 59-69 spaces are required and 30 are provided. It's noted that off-site parking will be acquired, but no further details have been provided.
<b>Off-Street Parking Placement</b>		
Off-street parking facilities should not be located between structures and adjacent public right-of-ways or pedestrian corridors	Y	Off-street parking facilities are located to the side and behind the proposed development.
Off-street parking should be located underneath, behind, or to the side of all principle structures, or within parking structures	Y	Off-street parking facilities are located to the side and behind the proposed development.
Other than public parking facilities, surface parking lots should be minimized in order to reduce the detrimental impacts of large surface parking lots within the LCO area	Y	The parking lots are divided into two locations which are separated by landscape buffers and Hello-Walk.
Where podium parking is provided it should be screened from public view by the building with habitable space or other building features	NA	
<b>Off-Street Parking Joint Use Provisions</b>		
Shared joint use of off-street parking facilities among multiple properties is encouraged and may be approved by the approving body.	NA	
<b>Off-Street Surface Parking Landscape Guidelines</b>		
Surface parking areas should include one canopy tree placed within or around the perimeter of the parking area for each five (5) stalls provided	P	Trees are shown on the plans, but more detail will need to be shown to determine compliance.
Off-street surface parking areas should be screened from adjacent public streets or pedestrian corridors by a five (5)	P	It appears that the landscape buffer in the eastern parking lot meets the size requirement, but the western parking lot does not. More detail needs to be provided to determine compliance with

foot wide landscape strip with shrubs or similar plantings that will provide adequate visual screening of the area at maturity and planted four (4) feet on center. The landscape strip may be reduced to three (3) feet in width with the inclusion of a fence or wall used for screening purposes.		landscaping requirements.
<b>Parking Structure Design Guidelines</b>		
The exterior design of parking structures should minimize its visual identity as parking through façade articulation, window openings and variations in color, material and/or texture	NA	
Where possible, parking structures should be placed in a manner to minimize interruption of street frontage and screened from view by habitable space of the uses that they serve	NA	
Where parking structures are located adjacent to public streets or pedestrian areas, the exterior of the parking structure should include architectural detail such as decorative façade features, planters, and storefronts to minimize the appearance of the parking structure to motorists and pedestrians	NA	
<b>Key Public Spaces</b>		
Developments within the LCO area should incorporate public open spaces and features (such as plazas, fountains, seating and gathering areas and pocket parks) as key focal points within the LCO area as identified within Figure 8.1	Y	The proposal includes the entrance to Hello-Walk and also some seating in the middle of the development. More detail will need to be provided to determine what the area is intended for.
<b>Public Art Integration and Key Installation Locations</b>		
Public art incorporation within building facades, street furnishings, public installations and other development components are highly encouraged	NIP	There are no public art features shown on the plans.
Developments should incorporate public art	NIP	There are no public art features shown on the installation locations identified in Figure 8.1.

installations within all proposed key public spaces and the identified installation locations identified in Figure 8.1		
<b>Stormwater Management</b>		
To the greatest extent possible all developments within the LCO area should utilize best management practices to capture, detain, reuse, treat and otherwise control and reduce stormwater runoff from the development site. Such management plans should include items such as pervious pavement materials, bio-swales, green roofs, rainwater harvesting, and other such practices	NIP	
All developments within the LCO area should integrate low impact stormwater management practices in addition to meeting all other stormwater requirements and provisions of Moscow City Code	NIP	
<b>Public Transit Facilities</b>		
All developments within the LCO area should assess the need for transit facilities necessary to serve the development including the location of public transit stops, benches, shelters and signage.	NA	
<b>Bicycle Parking Facilities</b>		
Developments within the LCO area should provide bicycle parking for each use of a lot or structure in accordance with the standards found within Section 9.C.1	NIP	Bicycle parking is not addressed in the proposal.
Each bicycle parking space shall be sufficient to accommodate a bicycle at least six (6) feet in length and two feet wide, and shall be provided with some form of stable frame permanently anchored to a foundation to which a bicycle frame and both wheels may be conveniently secured using a chain and padlock, locker, or other storage	NIP	Bicycle parking is not addressed in the proposal.

facilities which are convenient for storage and are reasonably secure from theft and vandalism.		
The separation of the bicycle parking spaces and the amount of corridor space must be adequate for convenient access to every space when the parking facility is full.	NIP	Bicycle parking is not addressed in the proposal.
When automobile parking spaces are provided in a structure, all required bicycle spaces shall be located inside that structure or should be located in other areas protected from the weather. Bicycle parking spaces in parking structures should be clearly marked as such and should be separated from auto parking by some form of barrier to minimize the possibility of damage from a vehicle.	NA	



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

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

The Moscow Urban Renewal Agency (MURA) is pleased to announce the availability of four (4) 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 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:** Four lots located in Alturas Technology Park II located near the intersection of State Highway 8 and Mountain View Road, Moscow, Idaho.

- Legal Description: Lots 1, 2, 3 & 4, Block 2, 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 (7) lots in total,

one that has been sold and developed, two or which are subject to an active Exclusive Negotiation Agreement, and four (4) are now available for purchase through this disposition and development request for proposals.

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 a single lot or multiple lots and who are willing to develop those lot(s) 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.

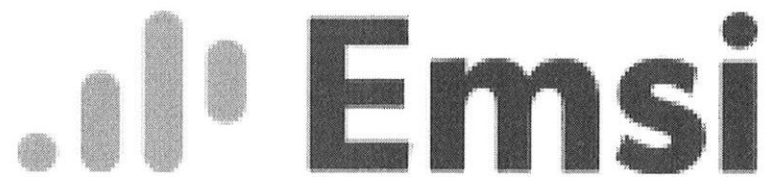
- Compliance of the proposed development with pertinent zoning restrictions, real estate covenants, conditions and restrictions and the Urban Renewal Plan.
- Probability of the proposed development's success – based upon the stability of the developer, market analysis, business plan, and timeline.
- Developer's expectations of the MURA for the project's success.

**7. Target Dates and Timelines:**

Notice published and RFP issued	12/8/2018
Proposals due to MURA	1/11/2019
Review of proposals completed by MURA	2/1/2019
Selection and Execution of Exclusive Negotiation Agreement (ENA)	2/7/2019
Negotiation of Disposition and Development Agreement (DDA)	4/1/2019
Execution of DDA	5/15/2019

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.



**Alturas Lot Proposal for Purchase and Development of  
Lots 1, 2, 3 and 4, Block 2 of Alturas Technology Park,  
Phase II, Moscow ID**

**January 8, 2019**

Moscow Urban Renewal Agency  
C/o Bill Belknap, Executive Director  
PO Box 9203  
221 East Second Street  
Moscow, Idaho 83843

January 8, 2019

Dear Bill,

Emsi is pleased to submit this proposal to acquire and develop the 4 available lots on the Alturas Technology Park. As Moscow's largest technology company, Emsi is a natural fit for the technology park – indeed, until we outgrew our previous facility, that is where Emsi was located. We have experienced steady and significant growth over the past 5 years and expect that growth to continue in the years to come. Therefore, we are looking to establish a long-term facility solution for our company headquarters that is aesthetically pleasing and an inspiring place for our 150+ employees to work.

The business that Emsi is engaged in is the provision of labor market data, insights, and analysis to thousands of clients across the world. Our data and technology is used by many education, workforce, economic development, and enterprise entities for a variety of issues related to education, economic and business development, and workforce planning. Founded in Moscow approximately 2 decades ago, we have grown steadily and consistently as we execute on our values of bless the customer, bless the employee, and bless the shareholder.

We believe that our growth over the coming 5-10 years will require an office of 50,000+sq ft, and envisage building one large facility on the 4 lots, with ample parking and amenities for employees. At this stage we do not have specific plans regarding footprint and style, although we anticipate a multi-story configuration.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'TDL', followed by a horizontal line and a small flourish.

Timothy van den Broek  
CFO and EVP, International  
Emsi

# Project Details for Proposal for Purchase and Development of Lots 1, 2, 3 and 4, Block 2 of Alturas Technology Park, Phase II, Moscow ID

## Details of Offer

Emsi would pay \$2.34/sq ft in cash with other aspects of close consistent with normal practice. Closing date in line with Target Dates in the RFP. Emsi anticipates starting construction either late in 2019 or in 2020, and completing construction by the end of 2020.

## Funding Sources

Emsi is in a strong financial position to purchase the land and build a facility out of existing assets and credit.

## Company Details

Economic Modeling, LLC (dba Emsi) is a Delaware LLC majority owned by Strada Solutions, Inc. of Indianapolis, Indiana. Emsi is profitable and growing. Our primary expense is payroll, primarily high-skill occupations in STEM, sales, and management. Most employees are located in Moscow ID, and hence Emsi is a significant net importer into the Moscow economy, contributing substantially to Moscow's economic and cultural growth and prosperity.

## Business Partners, Principals, etc.

Emsi has a board and is managed by a CEO and executive team. No one individual has a material ownership percentage or would be involved in funding the project. Because of Emsi's ownership and board, there will be approvals needed to execute a DDA.

## Contact Information

Emsi is presently located at 409 S. Jackson St, Moscow ID 83843. Communication relative to this response can be directed to Timothy van den Broek, [timothy@economicmodeling.com](mailto:timothy@economicmodeling.com)





# **EXCLUSIVE NEGOTIATION AGREEMENT**

between

**Moscow Urban Renewal Agency**

and

**Economic Modeling, LLC**

For the development of:

For the development of  
Block 2, Lots 1, 2, 3 & 4

Alturas Technology Park, Phase II

\_\_\_\_\_, 2019

## **EXCLUSIVE NEGOTIATION AGREEMENT**

This EXCLUSIVE NEGOTIATION AGREEMENT (hereinafter “Agreement” or “ENA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 Economic Modeling, LLC 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 1, 2, 3 & 4, Block 2 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 to September 15, 2019. 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 the earlier to occur of the expiration of 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 timely executed the DDA within the before mentioned time periods 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 Economic Modeling, LLC, dba EMSI, 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 409 S. Jackson St, 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. Agency agrees to hold Developer harmless from any claim by any broker, agent, or finder retained by Agency. Developer has not retained any real estate broker to assist in this transaction and 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 for the permitted assignment by Developer as specifically authorized in this agreement in Section 4.1 above, 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 \_\_\_\_\_, 2019.

AGENCY:

MOSCOW URBAN RENEWAL AGENCY  
MOSCOW, IDAHO

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

ACKNOWLEDGMENT

STATE OF IDAHO                    )  
  ) ss.  
COUNTY OF LATAH            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

DEVELOPER: Economic Modeling, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF LATAH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said State, appeared \_\_\_\_\_, 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 \_\_\_\_\_

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

Lots 1, 2, 3 & 4, Block 2 of the Alturas Technology Park Phase II Addition to the City of Moscow

## EXHIBIT B

### SCHEDULE OF PERFORMANCE

ACTION	DATE
1. <u>Deposit</u> . The Developer shall deliver the Deposit to the Agency.	No later than February 15, 2019.
2. <u>Submission of Development Plan</u> . The Developer shall submit Development Plans to Agency for approval.	No later than June 15, 2019.
3. <u>Agency approval or disapproval of Development Plans</u> . Agency shall provide approval or disapproval of Developer's development plans	Within Twenty One (21) days from receipt of the Development Plans
3. <u>Submittal of Draft Disposition and Development Agreement (DDA)</u> . 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 August 15, 2019.
4. <u>DDA Consideration</u> . The Agency Board shall consider and approve if appropriate the DDA.	No later than September 15, 2019.