



Meeting Agenda: Thursday, October 3, 2019, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3rd 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 August 15, 2019
 - B. August 2019 Payables
 - C. August 2019 Financials

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

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

3. **Review of Olps Phase I Development Plans (A) – Bill Belknap**

On March 7, 2019 the Board approved an Exclusive Negotiation Agreement (ENA) with Rodrick Olps for the disposition and development of the Agency's Sixth and Jackson property. Under the ENA, Mr. Olps was required to submit the Phase I development plans by May 15th. Mr. Olps submitted his preliminary Phase I plans on May 17th, but then submitted a request for an extension to the schedule of performance to allow an additional 90 days for Mr. Olps to refine his proposed development plans for the property. Mr. Olps' extension request was approved by the Board at the Agency's July 11th meeting and he is now formally submitting Phase I plans for review by the Board.

ACTION: Review Mr. Olps' Phase I Development Plans and approve as presented; approve the Phase I Development Plans with conditions; reject the Phase I Development Plans; or take other action as deemed appropriate.

4. **Alturas Technology Park Real Estate Professional Services Agreement Assignment (A) – Bill Belknap**

On April 29th and May 6th, 2017 the Agency published a request for statements of qualifications for commercial real estate services for the six agency owned lots within Alturas Technology Park. One response was received from Palouse Commercial Real Estate, and a professional services agreement with a term of three years was approved by the Board on June 1, 2017. Recently Palouse Commercial Real Estate has merged with Kiemle Hagood and now conducts business under that name. The professional services agreement requires Agency approval to assign the agreement to a different entity and Staff is seeking the Board's approval to assign the agreement to Kiemle Hagood under the same terms and conditions for the remainder of the three-year term of the agreement.

ACTION: Approve the assignment of the commercial real estate services agreement to Kiemle Hagood; or take other action as deemed appropriate.

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

5. Termination of Exclusive Negotiation Agreement with EMSI (A) – Bill Belknap

On February 7, 2019 the Board entered into an Exclusive Negotiation Agreement (ENA) with Economic Modeling, LLC for the development and disposition of Lots 1, 2, 3 & 4, Block 2, of the Alturas Technology Park Phase II to develop a new 50,000 sf office facility upon the subject lots within the Alturas Technology Park. EMSI has since found an alternate location and has provided notice of their desire to terminate the ENA agreement. Once terminated, the Agency would then refund the \$5,000 initial deposit in accordance with the agreement.

ACTION: Approve the termination of the Exclusive Negotiation Agreement with Economic Modeling, LLC; or take other action as deemed appropriate.

6. General Agency Updates – Bill Belknap

- Legacy Crossing District
- Alturas District
- General Agency Business



Balance Sheet
August 31, 2019

| | <u>Total Funds</u> |
|--|----------------------------|
| ASSETS | |
| Cash | 61,945 |
| Investments - LGIP | 575,718 |
| Investments-Zions Debt Reserve | 44,437 |
| Other Assets | 5,260 |
| Land Held For Resale | 531,256 |
| Land | 679,420 |
| Total Assets | <u><u>\$ 1,898,036</u></u> |
| LIABILITIES | |
| Deposits Payable | 15,000 |
| Series 2010 Bond - due within one year | 29,000 |
| Latah County payback agreement - due within one year | 3,500 |
| Series 2010 Bond - due after one year | 290,000 |
| Latah County payback agreement - due after one year | 98,037 |
| Total Liabilities | <u>435,537</u> |
| FUND BALANCES | |
| Net Investment in Capital Assets | 376,732 |
| Restricted Fund Balance | 44,312 |
| Unrestricted Fund Balance | 1,041,455 |
| Total Fund Balance | <u>1,462,499</u> |
| Total Liabilities and Fund Balance | <u><u>\$ 1,898,036</u></u> |

August-19
Checks by Date



| Check Number | Vendor | Description | Check Date | Check Amount |
|-------------------------------------|-----------|--|------------|---------------------|
| 4645 | UAVISTA | Avista | 8/1/2019 | |
| | July 2019 | 6th and Jackson service | | 35.10 |
| Total for Check Number 4645: | | | | 35.10 |
| 4646 | UGROPP | Gropp LLC | 8/1/2019 | |
| | 80284 | Ottness pathway lighting (1/2 payment) | | 5,542.80 |
| Total for Check Number 4646: | | | | 5,542.80 |
| 4647 | UCITYMOS | City of Moscow | 8/7/2019 | |
| | 4716786 | City admin. Services | | 4,097.75 |
| Total for Check Number 4647: | | | | 4,097.75 |
| 4648 | UZIONS | Zions First National Bank | 8/7/2019 | |
| | 8/1/2019 | Legacy bond fiscal agent fee | | 1,500.00 |
| Total for Check Number 4648: | | | | 1,500.00 |
| 4649 | UCITYMOS | City of Moscow | 8/8/2019 | |
| | July 2019 | City utilities | | 214.90 |
| Total for Check Number 4649: | | | | 214.90 |
| ACH | UZIONS | Zions First National Bank | 8/23/2019 | |
| | 5854650 | Legacy Bond Principal | | 29,000.00 |
| | 5854650 | Legacy Bond Interest | | 5,948.50 |
| | 5854650 | Less: Escrow Interest Earnings | | (441.80) |
| Total for ACH payment | | | | 34,506.70 |
| Total bills for August 2019: | | | | \$ 45,897.25 |

August-19

Accounts Payable Checks for Approval



| Check | Check Date | Fund Name | Vendor | Void | Amount |
|---------------|------------|-----------------------------|---------------------------|-------------|------------------|
| 4645 | 08/01/2019 | Moscow Urban Renewal Agency | Avista | | 35.10 |
| 4646 | 08/01/2019 | Moscow Urban Renewal Agency | Gropp LLC | | 5,542.80 |
| 4647 | 03/27/1900 | Moscow Urban Renewal Agency | City of Moscow | | 4,097.75 |
| 4648 | 08/07/2019 | Moscow Urban Renewal Agency | Zions First National Bank | | 1,500.00 |
| 4649 | 08/08/2019 | Moscow Urban Renewal Agency | City of Moscow | | 214.90 |
| ACH | 08/23/2019 | Moscow Urban Renewal Agency | Zions First National Bank | | <u>34,506.70</u> |
| Report Total: | | | | <u>0.00</u> | <u>45,897.25</u> |

Steve McGeehan, Chairperson

Bill Belknap, Executive Director

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

Renee Tack, Treasurer

General Ledger
Revenue Analysis

August 2019



| Account Number | Description | Budgeted Revenue | Period Revenue | YTD Revenue | Variance | Uncollected Bal | % Avail/Uncollect | % Received |
|----------------------|------------------------------------|----------------------|--------------------|----------------------|----------------------|----------------------|-------------------|---------------|
| 890 | Moscow Urban Renewal Agency | | | | | | | |
| 890-000-00-410-01 | Property Taxes - Legacy | \$ 325,000.00 | \$ 4,565.01 | \$ 407,840.43 | \$ (82,840.43) | \$ (82,840.43) | -25.49% | 125.49% |
| 890-000-00-471-00 | Investment Earnings | \$ 1,500.00 | \$ 1,691.27 | \$ 9,827.97 | \$ (8,327.97) | \$ (8,327.97) | -555.20% | 655.20% |
| 890-000-00-478-10 | Sale of Land - Alturas | \$ 135,210.00 | \$ - | \$ - | \$ 135,210.00 | \$ 135,210.00 | 100.00% | 0.00% |
| 890-000-00-478-11 | Sale of Land - Legacy | \$ 150,000.00 | \$ - | \$ - | \$ 150,000.00 | \$ 150,000.00 | 100.00% | 0.00% |
| 890 | Moscow Urban Renewal Agency | \$ 611,710.00 | \$ 6,256.28 | \$ 417,668.40 | \$ 194,041.60 | \$ 194,041.60 | 31.72% | 68.28% |
| Revenue Total | | \$ 611,710.00 | \$ 6,256.28 | \$ 417,668.40 | \$ 194,041.60 | \$ 194,041.60 | 31.72% | 68.28% |

General Ledger

Expense vs. Budget

August-19



| Sort Level | Description | Budget | Period Amt | End Bal | Variance | Avail/Uncollect | % Expend/Collect |
|-------------------|--------------------------------|---------------|-------------|--------------|---------------|-----------------|------------------|
| 890 | Moscow Urban Renewal Agency | | | | | | |
| 880 | URA General Fund | | | | | | |
| 890-880-10-642-00 | Administrative Services | \$ 49,173.00 | \$ - | \$ 40,977.50 | \$ 8,195.50 | \$ 8,195.50 | 83.33% |
| 890-880-10-642-10 | Professional Services-Exec Dir | \$ - | \$ 4,097.75 | \$ 4,097.75 | \$ (4,097.75) | \$ (4,097.75) | 0.00% |
| 890-880-10-642-15 | Professional Services-Other | \$ 6,000.00 | \$ - | \$ 879.00 | \$ 5,121.00 | \$ 5,121.00 | 14.65% |
| 890-880-10-642-20 | Professional Services-Auditing | \$ 5,000.00 | \$ - | \$ 4,900.00 | \$ 100.00 | \$ 100.00 | 98.00% |
| 890-880-10-642-30 | Professional Services-Computer | \$ 1,000.00 | \$ - | \$ 319.95 | \$ 680.05 | \$ 680.05 | 32.00% |
| 890-880-10-644-10 | Ad. & Marketing Expense-GF | \$ 1,000.00 | \$ - | \$ 28.12 | \$ 971.88 | \$ 971.88 | 2.81% |
| 890-880-10-644-16 | Land Sale Expenses | \$ 10,210.00 | \$ - | \$ - | \$ 10,210.00 | \$ 10,210.00 | 0.00% |
| 890-880-10-668-10 | Liability Insurance-General | \$ 1,700.00 | \$ - | \$ 1,582.00 | \$ 118.00 | \$ 118.00 | 93.06% |
| E02 | Contractual | \$ 74,083.00 | \$ 4,097.75 | \$ 52,784.32 | \$ 21,298.68 | \$ 21,298.68 | 71.25% |
| 890-880-10-631-10 | Postage Expense | \$ 100.00 | \$ - | \$ - | \$ 100.00 | \$ 100.00 | 0.00% |
| 890-880-10-631-20 | Printing and Binding | \$ 400.00 | \$ - | \$ - | \$ 400.00 | \$ 400.00 | 0.00% |
| 890-880-10-644-15 | Alturas Marketing/Maintenance | \$ 3,500.00 | \$ - | \$ 119.92 | \$ 3,380.08 | \$ 3,380.08 | 3.43% |
| 890-880-10-647-10 | Travel & Meetings-General | \$ 1,000.00 | \$ 38.40 | \$ 38.40 | \$ 961.60 | \$ 961.60 | 3.84% |
| 890-880-10-649-10 | Professional Development | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 | 0.00% |
| 890-880-10-669-10 | Misc. Expense-General | \$ 500.00 | \$ - | \$ 107.88 | \$ 392.12 | \$ 392.12 | 21.58% |
| 890-880-10-669-11 | Dist. of Net Prop. Sale Procee | \$ 125,000.00 | \$ - | \$ - | \$ 125,000.00 | \$ 125,000.00 | 0.00% |
| E03 | Commodities | \$ 131,500.00 | \$ 38.40 | \$ 266.20 | \$ 131,233.80 | \$ 131,233.80 | 0.20% |
| 880 | URA General Fund | \$ 205,583.00 | \$ 4,136.15 | \$ 53,050.52 | \$ 152,532.48 | \$ 152,532.48 | 25.80% |

General Ledger

Expense vs. Budget

August-19



| Sort Level | Description | Budget | Period Amt | End Bal | Variance | Avail/Uncollect | % Expend/Collect |
|-------------------|--------------------------------|---------------|-------------|--------------|---------------|-----------------|------------------|
| 895 | URA Legacy District | | | | | | |
| 890-895-10-642-10 | Professional Services-Legacy | \$ 25,000.00 | \$ - | \$ 3,099.65 | \$ 21,900.35 | \$ 21,900.35 | 12.40% |
| 890-895-10-642-12 | Land Sale Expense-Legacy | \$ 10,000.00 | \$ - | \$ - | \$ 10,000.00 | \$ 10,000.00 | 0.00% |
| 890-895-10-644-10 | Ad. & Marketing Expense-Legacy | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 | 0.00% |
| E02 | Contractual | \$ 36,000.00 | \$ - | \$ 3,099.65 | \$ 32,900.35 | \$ 32,900.35 | 8.61% |
| 890-895-10-647-10 | Travel & Meetings-Legacy | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 | 0.00% |
| 890-895-10-652-10 | Heat, Lights & Utilities | \$ 1,800.00 | \$ 250.00 | \$ 2,687.05 | \$ (887.05) | \$ (887.05) | 149.28% |
| 890-895-10-658-51 | Development Participation | \$ 215,000.00 | \$ 5,542.80 | \$ 13,488.00 | \$ 201,512.00 | \$ 201,512.00 | 6.27% |
| 890-895-10-669-10 | Misc. Expense-Legacy | \$ 500.00 | \$ - | \$ - | \$ 500.00 | \$ 500.00 | 0.00% |
| 890-895-10-675-00 | Fiscal Agent Trustee fees | \$ 1,800.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 300.00 | \$ 300.00 | 83.33% |
| 890-895-10-676-15 | Latah County Reimb. Agreement | \$ 3,500.00 | \$ - | \$ 3,500.00 | \$ - | \$ - | 100.00% |
| 890-895-10-676-17 | Owner Participation Agreements | \$ 86,367.00 | \$ - | \$ 16,322.91 | \$ 70,044.09 | \$ 70,044.09 | 18.90% |
| E03 | Commodities | \$ 309,967.00 | \$ 7,292.80 | \$ 37,497.96 | \$ 272,469.04 | \$ 272,469.04 | 12.10% |
| 890-895-10-770-35 | 1% Public Art | \$ - | \$ - | \$ - | \$ - | \$ - | 0.00% |
| 890-895-10-770-71 | Land-Legacy | \$ - | \$ - | \$ - | \$ - | \$ - | 0.00% |
| 890-895-10-770-73 | Improvements-Legacy | \$ - | \$ - | \$ - | \$ - | \$ - | 0.00% |
| 890-895-10-770-97 | Infrastructure Improvements | \$ - | \$ - | \$ - | \$ - | \$ - | 0.00% |
| E04 | Capital Outlay | \$ - | \$ - | \$ - | \$ - | \$ - | 0.00% |

General Ledger

Expense vs. Budget

August-19



| Sort Level | Description | Budget | Period Amt | End Bal | Variance | Avail/Uncollect | % Expend/Collect |
|-------------------|------------------------------|-----------------|--------------|---------------|---------------|-----------------|------------------|
| 890-895-10-890-00 | Transfer To: General Fund | \$ 58,950.00 | \$ - | \$ - | \$ 58,950.00 | \$ 58,950.00 | 0.00% |
| 890-895-10-890-01 | Transfer To: Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | 0.00% |
| E10 | Transfers To | \$ 58,950.00 | \$ - | \$ - | \$ 58,950.00 | \$ 58,950.00 | 0.00% |
| 890-895-10-900-01 | Contingency - Legacy | \$ 15,000.00 | \$ - | \$ - | \$ 15,000.00 | \$ 15,000.00 | 0.00% |
| E90 | Contingency | \$ 15,000.00 | \$ - | \$ - | \$ 15,000.00 | \$ 15,000.00 | 0.00% |
| 895 | URA Legacy District | \$ 419,917.00 | \$ 7,292.80 | \$ 40,597.61 | \$ 379,319.39 | \$ 379,319.39 | 9.67% |
| 899 | Dept | | | | | | |
| 890-899-12-790-01 | Bond Principal - Legacy | \$ 319,000.00 | \$ 29,000.00 | \$ 29,000.00 | \$ 290,000.00 | \$ 290,000.00 | 9.09% |
| 890-899-12-791-01 | Bond Interest - Legacy | \$ 14,590.00 | \$ 5,948.50 | \$ 11,503.94 | \$ 3,086.06 | \$ 3,086.06 | 78.85% |
| E05 | Debt Service | \$ 333,590.00 | \$ 34,948.50 | \$ 40,503.94 | \$ 293,086.06 | \$ 293,086.06 | 12.14% |
| 890-899-10-990-00 | Ending Fund Bal Unassigned | \$ 25,290.00 | \$ - | \$ - | \$ 25,290.00 | \$ 25,290.00 | 0.00% |
| 890-899-10-990-01 | Ending Fund Balance Alturas | \$ 22,926.00 | \$ - | \$ - | \$ 22,926.00 | \$ 22,926.00 | 0.00% |
| 890-899-12-990-00 | End Fund Bal Assigned-Legacy | \$ 17,136.00 | \$ - | \$ - | \$ 17,136.00 | \$ 17,136.00 | 0.00% |
| 890-899-12-990-01 | End Fund Bal Res-Legacy | \$ 5,260.00 | \$ - | \$ - | \$ 5,260.00 | \$ 5,260.00 | 0.00% |
| E95 | Ending Fund Balance | \$ 70,612.00 | \$ - | \$ - | \$ 70,612.00 | \$ 70,612.00 | 0.00% |
| 899 | Dept | \$ 404,202.00 | \$ 34,948.50 | \$ 40,503.94 | \$ 363,698.06 | \$ 363,698.06 | 10.02% |
| 890 | Moscow Urban Renewal Agency | \$ 1,029,702.00 | \$ 46,377.45 | \$ 134,152.07 | \$ 895,549.93 | \$ 895,549.93 | 13.03% |



Meeting Minutes: August 15, 2019, 7:00 a.m.

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

| Commissioners Present | Commissioners Absent | Also in Attendance |
|-----------------------|----------------------|----------------------------------|
| Steve McGeehan, Chair | | Bill Belknap, Executive Director |
| Art Bettge | | Renee Tack, Treasurer |
| Steve Drown | | |
| Dave McGraw | | |
| Brandy Sullivan | | |
| Trent Bice | | |

McGeehan called the meeting to order at 7:02 a.m.

- 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 July 11, 2019

B. July 2019 Payables

C. July 2019 Financials

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

Bettge moved approval as presented. Drown seconded and the motion carried unanimously.

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

None.

- Appointment of MURA Treasurer (A) – Bill Belknap**

On February 1, 2018, the Board Appointed City of Moscow Internal Auditor Brittany Gunderson to the position of Treasurer for the Agency. Brittany has recently accepted a position with the University of Idaho and will no longer be available to serve as Treasurer. The City has proposed the appointment of Assistant Finance Director Renee Tack as the new Agency Treasurer. Per the Agency's Bylaws the Treasurer is an appointed Officer that may be filled by a member of the Board or by appointing a City staff member. Renee is well qualified for the position with significant financial management experience in both the public and private sector and is a Certified Public Accountant. Staff is presenting Renee Tack for the Board's consideration for appointment to the position of Agency Treasurer.

ACTION: Appoint Renee Tack to the position of Treasurer for the Moscow Urban Renewal Agency; or take other action as deemed appropriate.

Belknap introduced Tack as described above. McGraw asked Tack if she was familiar with incremental financing and she said yes. Bettge moved approval of Tack's appointment, seconded by Sullivan. Motion carried unanimously.

- Public Hearing: Proposed FY 2020 Agency Budget and 5-year Capital Improvement Plan Approval (A) – Bill Belknap**

Staff has prepared the draft FY2020 budget document which includes anticipated Agency revenues and expenditures for the upcoming FY2020 fiscal year. The draft budget was reviewed the Agency Board on July

11th and by the Finance Committee on July 29, 2019 and both bodies recommended forwarding the budget to public hearing. In accordance with State Law, the Agency is required to conduct a public hearing upon the annual appropriations budget to allow for public comment and testimony.

ACTION: *After considering public testimony, adopt FY2020 Budget and the corresponding Budget Resolution 2019-04; or take such other action deemed appropriate.*

Belknap presented the FY2020 budget which has two primary sections: General Agency and Legacy Crossing. Review of the General Fund included the revenue source of interest earnings on any cash investments including the remaining assets of the Alturas Fund. Belknap said the FY2019 budget included anticipated sales revenue of two Alturas lots to Shane and Janet Needham, but multiple extensions on that ENA indicates closure will not occur this fiscal year so the revenue has been carried forward to FY2020. The other source of General Fund revenues are transfers from Legacy Crossing District funds. The FY2020 total proposed revenues \$199,429. General Fund expenses totaled \$205,258, with the largest line item being the City's Administrative Services Agreement which has a 3% increase every year. The projected beginning fund balance is \$45,161 and an ending balance of \$42,931. In addition there is a reserve fund for maintenance and disposition of the remaining Alturas lots.

The most significant source of revenue in the Legacy Crossing Fund is property tax revenue. \$325,000 was projected for FY2019 and Belknap said it currently sits at \$406,000 due to fairly sizeable valuation increases within the District, and \$485,000 is projected for FY2020. Another source of revenue would have been the sale of the 6th & Jackson property which was budgeted at \$150,000 in FY2019. Due to the termination of the DDA with Sangria Group, that revenue is being carried forward to FY2020. Legacy District expenses include general professional, land sale, advertising, marketing, travel & meetings, miscellaneous, fiscal agent trustee fees, utilities, etc. and \$365,000 projected in development participation agreements. OPA payments are projected at \$12,961. There is also a 15% contingency. Sullivan asked why the OPA line was down; Belknap said some have been fulfilled and remaining OPAs are smaller.

There is no programmed capital outlay for FY2020 and transfer to the General Fund is proposed at \$60,719. Following this September's bond payment, the future remaining principal balance will be \$290,000 and the full-year's interest expense is budgeted at \$13,056. Total expenditures for the District will be \$782,736. Beginning fund balance is anticipated to be \$150,000, a restricted fund balance of \$49,000 (bond reserve and escrow to IDEQ), and a projected ending fund balance of \$46,941. In reality it will be somewhat higher because it was based on the budgeted revenue amount of \$325,000. Belknap also reviewed the anticipated projects within the five-year capital improvement plan for 2019-2023.

Belknap reported that on July 29th the Finance Committee reviewed the draft budget and 5-year capital improvement plan and recommended approval. Staff recommendation was to access public input and to adopt the proposed FY2020 Budget, the Capital Improvement Plan, and corresponding Resolution 2019-04. Sullivan asked for clarification on the Agency's contribution to the South Main Underpass project and the FY2019 General Agency investment earnings. Belknap said Agency contribution to the underpass construction would be \$225,000. With regard to investment earnings, he said \$1,500 was budgeted and year-to-date revenue is \$8,136. Belknap clarified for Drown the separation of expenditures for the South Couplet Beautification and the South Main Underpass. Sullivan asked if the reserve for Alturas maintenance would go down upon sale of the lots to the Needhams. Belknap expected it would decrease by perhaps one third, which would be helpful because there is no source of revenue to replenish that depleting maintenance fund other than the general fund balance.

McGeehan opened the public hearing at 7:28 a.m.

Victoria Seever, 121 N Lilly, said she has watched for several years as the MURA planned for and expended its monies in a well-thought-out manner. She's eager to see fruition of a south industrial district and Agency participation in the downtown improvements to infrastructure. She said the various contributions MURA

makes to improve Moscow properties translates into a stronger business context and civic pride. She hopes for a positive outcome on the 6th & Jackson project, and appreciates MURA's responsiveness to parking concerns and the broader impacts on downtown. MURA participation promotes growth to stagnant and outmoded sites, and the Agency consistently manages and utilizes a balanced and forward-thinking budget to the unquestionable benefit of the City of Moscow. She thanked the board members for all their hard work.

Public hearing closed at 7:30 a.m.

Drown moved to adopt the FY2020 budget and corresponding budget resolution 2019-04. Bettge seconded the motion which carried unanimously without further discussion.

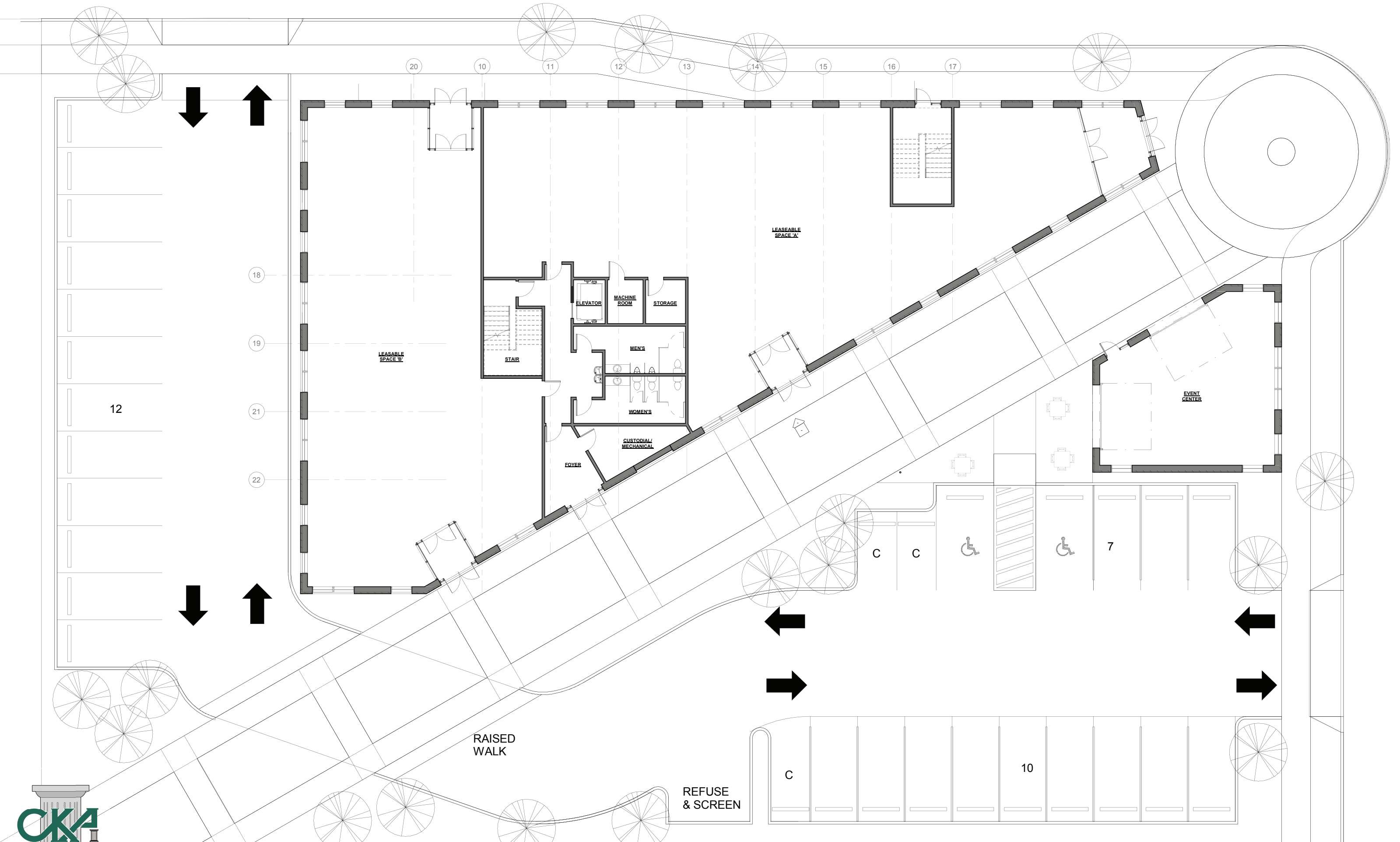
5. General Agency Updates – Bill Belknap

No updates.

The meeting adjourned at 7:32 a.m.

Steve McGeehan, Agency Chair

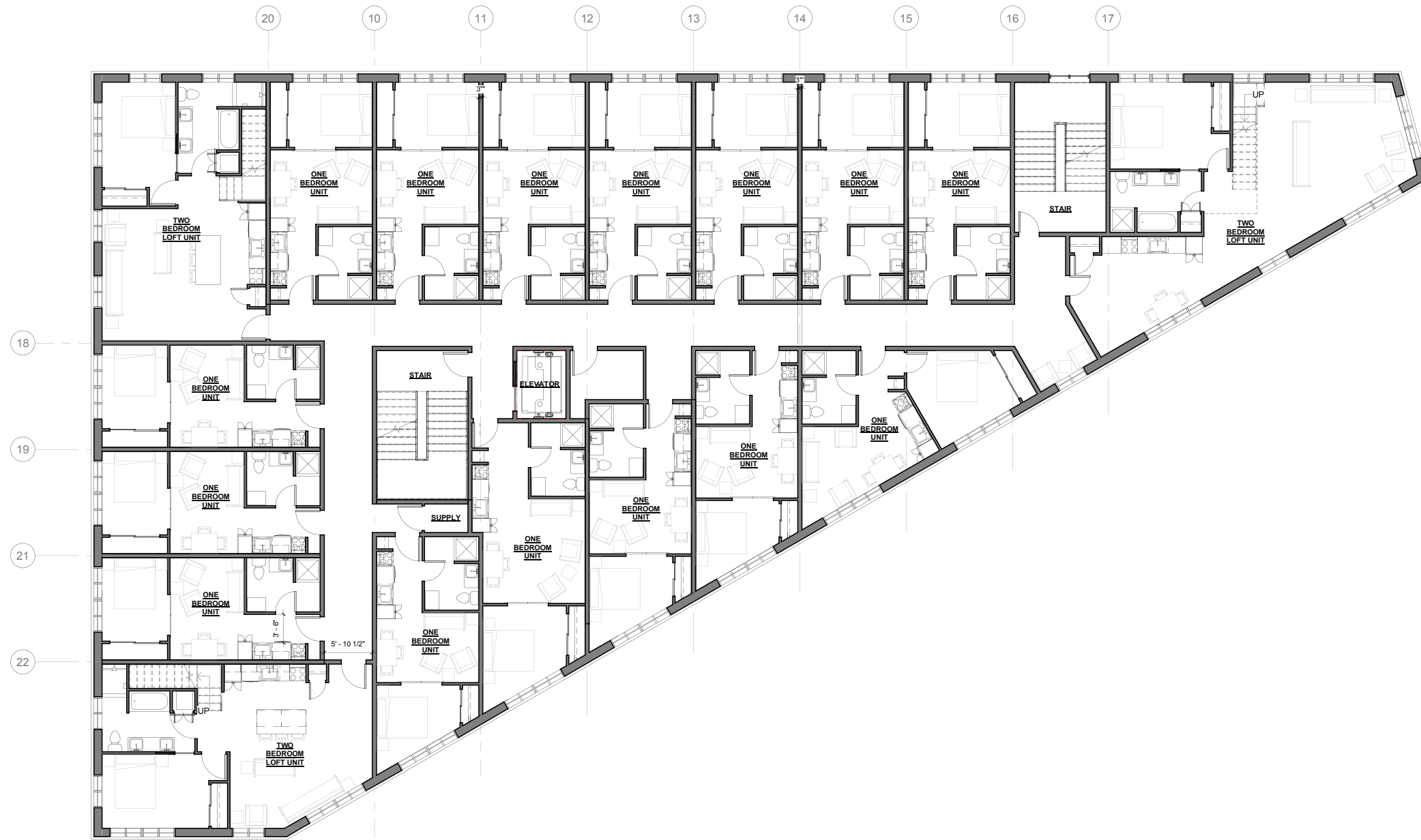
Date

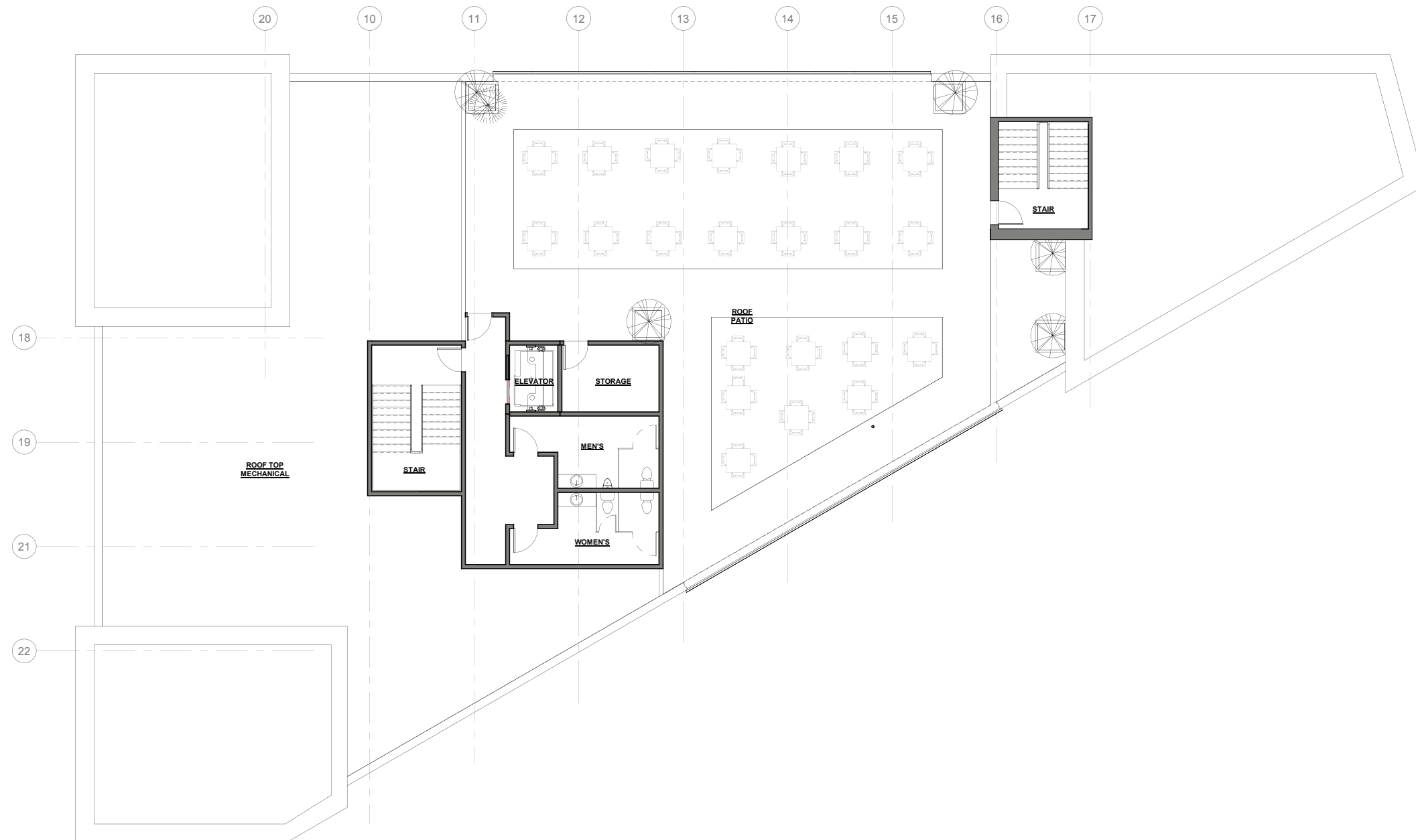


LEVEL 1 - FLOOR PLAN
SCALE 1/16" = 1'-0"

09.26.2019











BIRD'S EYE VIEW FROM THE SOUTH







409 South Jackson Street
Moscow, ID 83843
Tel: 208-883-3500
Fax: 208-882-3317
www.economicmodeling.com

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

September 26, 2019

Dear Bill,

This letter is submitted pursuant to the Exclusive Negotiation Agreement entered into by MURA and Emsi on February 7, 2019. Pursuant to that Agreement, Emsi paid MURA a \$5,000.00 deposit to be held by MURA during the Negotiation Period and applied to the purchase price in the event the parties executed a Disposition and Development Agreement by end of the Negotiation Period on September 15, 2019.

As the Negotiation Period has ended without execution of a DDA, and the ENA is consequently automatically terminated under Section 1.2 of the Agreement, Emsi is requesting return of the deposit pursuant to Section 1.4 of the Agreement.

Regards,

A handwritten signature in black ink, appearing to read "TDL", with a long horizontal stroke extending to the right.

Timothy van den Broek
CFO and EVP, International
Emsi

Project: Moscow Urban Renewal Agency Commercial Real Estate Services

Proposer: Palouse Commercial LLC, DBA as Palouse Commercial Real Estate

Owner: **Moscow Urban Renewal Agency**, Moscow Idaho.

THIS AGREEMENT, made this 7th day of June, 2017, by and between the Moscow Urban Renewal Agency, hereinafter referred to as "Owner", and Proposer Palouse Commercial LLC, hereinafter referred to as "Consultant", a limited liability corporation organized under the laws of the State of Idaho.

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

| | |
|---------------------|---|
| Contract Agreement | Liability Insurance |
| Contractor Proposal | Worker's Compensation |
| Specifications | Professional Liability Insurance (Errors and Omissions) |
| Acknowledgement | Task Order Form "Exhibit 1" |

2. Indemnification and Insurance: Consultant shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Consultant, its servants, agents, employees, guests and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Consultant specifically agrees it will maintain, throughout the term of this Agreement, liability insurance in which Owner shall be named as additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits herein provided, Consultant covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgements for damages or liability to persons or property.

Consultant shall provide Owner with a Certificate of Insurance or other proof of insurance evidencing Consultant's compliance with the requirements of this paragraph. In the event the insurance minimums are changed, Consultant shall immediately submit proof of compliance with the changed limits. Additionally, Consultant shall have and maintain during the life of this contract statutory Work's Compensation, regardless of the number of employees or lack thereof to be engaged in work on the project under this agreement (including him/herself), in the statutory limits as required by law. In case any such work is sublet, the Consultant shall require the Subconsultant to provide Worker's Compensation insurance for him/herself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant and the Consultant's employees, agents, , guests and business invitees, are acting as independent Consultants and are in no way employees of Owner.

3. Errors and Omissions: Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000). Proof of all insurance shall be submitted to the Moscow Urban Renewal Agency, Executive Director, 221 E Second St, Moscow, ID 83843.

4. Independent Consultant: In all matters pertaining to this Agreement, Consultant shall be acting as an independent Consultant, and neither Consultant nor any officer, employee or agent of Consultant will be deemed an employee of Owner. The selection and designation of the personnel of the Owner in performance of this Agreement shall be made by Owner.
5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Consultant as described herein. Payment will not include any subcontract or other personal services pay except as may be agreed in writing in advance by the parties. Change Orders may be issued subject to Owner approval.

A. Base Services for Sales, Acquisitions and Leasing (detailed below): Six Percent Commission (6%) to be split evenly with selling Agent/Broker (capped at five (5) years for leasing services).

1. Professional real estate listing, marketing, representation and sales services including advertising and listing the agency properties upon the MLS and Idaho Gem State Prospector.
2. Installation and maintenance of marketing signage at the properties for sale/lease.
3. Creation and distribution of marketing flyers
4. Promotion of the properties in local and regional marketing publications.
5. Quarterly marketing status reports for each property being marketed, including number of inquiries, leads and other activity associated with the properties.
6. Coordinate with Moscow Urban Renewal Agency staff.
7. Conduct other work related to commercial real estate disposition and/or leasing as it may occur.

B. Optional Professional Consulting and Marketing Services including additional marketing activities or other professional consulting services to be specified and compensated under an individual task order basis at an hourly rate of one hundred thirty dollars (\$130.00) per hour.

6. Method of Payment: Consultant will invoice Owner directly for all current amounts earned under this Agreement. Owner will pay all invoices within thirty (30) days after receipt.
7. Notices: Any and all notices required to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed via United States mail, certified, return receipt requested, addressed as follows:

Owner:

Moscow Urban Renewal Agency
Bill Belknap, Executive Director
221 E Second St
Moscow, ID 83843

Consultant:

Palouse Commercial LLC
Attn: Shelley Bennett, Owner Broker
213 S. Main Street
Moscow, ID 83843

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

8. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent

jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

9. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that failure to timely perform any of the obligations hereunder shall constitute a breach of and default under this Agreement by the party so failing to perform.
10. Force Majeure: Any delays in or failure to perform by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, including but not limited to: acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant. In the event that any even force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its services under this Agreement.
11. Assignment: It is expressly agreed and understood by the parties hereto that Consultant shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.
12. Discrimination Prohibited: In performing the services required herein, Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical disability.
13. Reports and Information: At such times and in such forms as Owner may require, there shall be furnished to Owner such statements, records, reports, data and information as Owner may request pertaining to matters covered by this Agreement.
14. Audits and Inspections: At any time during normal business hours and as often as Owner may deem necessary, there shall be made available to Owner for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
15. Publication, Reproduction and Use of Material: No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Owner shall have unrestricted authority to publish, disclose and otherwise use, in whole or part, any reports, data or other materials prepared under this Agreement.
16. Compliance with Laws: In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments.
17. Changes: Owner may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Owner and Consultant, shall be incorporated in written amendments to this Agreement.

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

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

19. Termination for Convenience of Agency: Owner may terminate this Agreement at any time by giving at least fifteen (15) day notice in writing to the Consultant. If the Agreement is terminated by Owner as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Consultant, Section 18 hereof relative to termination shall apply.
20. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith.
22. Non-Appropriation: Should funding become unavailable due to lack of appropriation, Owner may terminate this Agreement upon fifteen (15) day notice.
23. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Moscow.
24. Term: This Agreement shall not be valid for more than three (3) years from the date of approval by Owner.
25. Approval Required: This Agreement shall not become effective or binding until approved by the Moscow Urban Renewal Agency Board of Commissioners.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the date first above written.

Moscow Urban Renewal Agency

Consultant

APPROVED BY:


Steve McGeehan, Chair

Date

6-7-17

 6-7-17
Signature Date

ATTEST:

 6-7-17
Anne Peterson, Clerk Date

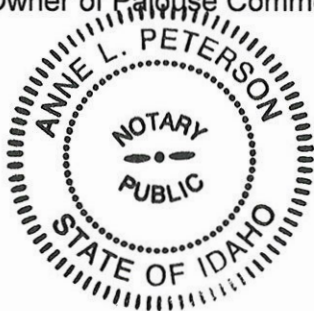
Shelley Bennett
Print Name



ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 7th day of June, 2017, before me, a Notary Public in and for said State, appeared Shelley L. Bennett, known to me to be the person named above and acknowledged that she executed the foregoing document in her official capacity as Principal/Owner of Palouse Commercial LLC.



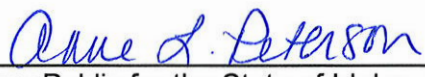

Notary Public for the State of Idaho
Residing at Moscow
My commission expires 8-27-18

EXHIBIT 1: Sample Agency Task Order

This Task Order, entered into this _____ day of _____, 2017, between the Moscow Urban Renewal Agency (hereinafter referred to as "AGENCY") AND Palouse Commercial LLC (hereinafter referred to as the "CONSULTANT(S)"), is subject to the provisions of the RFP 2017-001, published on April 29, 2017 (hereinafter referred to as the "AGREEMENT").

WITNESSETH:

WHEREAS, AGENCY intends to _____, hereinafter referred to as the PROJECT;

NOW, THEREFORE, AGENCY and CONSULTANT(S), in consideration of their mutual covenants herein, agree as set for below.

Client Information and Responsibilities:

The AGENCY will provide CONSULTANT(S) the data and/or services as specified in the Agreement. In addition, the AGENCY will furnish to CONSULTANT(S) _____.

Services to be furnished by CONSULTANT(S):

CONSULTANT(S) will _____ (attach additional sheets as necessary):

Schedule of Services to be Performed (attach additional sheets as necessary):

CONSULTANT(S) will perform said services within _____ calendar days of the date of this Task Order.

Basis of Fee and Billing Schedule:

The AGENCY will pay CONSULTANT(S) for its services and reimbursable expenses as follows: _____, with a not-to-exceed cost for each Project assignment or a lump sum fee.

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

MURA

CONSULTANT

Recommended for approval:
Yes _____ No _____

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

| | |
|--------------------------|--------------------------|
| Approved by (Signature): | Approved by (Signature): |
| Print Name: | Print Name: |
| Title: | Title: |
| Date: | Date: |