



Meeting Minutes: September 14, 2023, 7:30 a.m.

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

Commissioners Present	Commissioners Absent	Staff in Attendance
Nancy Tribble, Secretary	Mark Beauchamp	Cody Riddle, Executive Director
Sandra Kelly	Tom Lamar	Jennifer Fleischman, Clerk
Maureen Laflin, virtual	Steve McGeehan	Renee Tack, Treasurer
Alison Tompkins		

Tribble called the meeting to order at 7:33 a.m.

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 17, 2023

B. August 2023 Payables

C. August 2023 Financials

Tompkins moved for approval of the consent agenda as written, seconded by Kelly. Roll Call Vote; Ayes: Unanimous (4). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Members of the public may speak to the Board regarding matters NOT on the Agenda nor currently pending before the Moscow Urban Renewal Agency. Please state your name and resident city for the record and limit your remarks to three minutes.

None.

3. Supplemental Resolution for Series 2010A Bond (A) – Hawley Troxell

On July 13, 2010 the Agency issued Revenue Allocation (Tax Increment) Bonds in the principal amount of \$510,000. The bond is subject to a floating interest rate (Index Rate) that included a secondary rate, the 2-year London Interbank Offered Rate (LIBOR). LIBOR has been permanently discontinued and the bonds are subject to one additional Index Rate change in 2025. The purchaser of the bond, Zions Bancorporation, and the Agency seek to amend the definition of "Index Rate" to address the one remaining change. Agency staff and legal counsel from Hawley Troxell, who assisted the Agency in the original issuance of the Bond, will present a resolution reflecting the updated definition.

Staff provided a brief review of the history of the Series 2010A Bond and introduced Chelsea Porter, the Agency's legal counsel from Hawley Troxell. Porter explained that a lot of different companies are undergoing similar supplement resolutions because of the changes to the index rate.

Kelly moved to accept the Series 2010A Bond Supplement and corresponding Resolution 2032-03, as recommended by Staff. The motion was seconded by Tomkins. Roll Call Vote; Ayes: Unanimous (4). Nays: None. Abstentions: None. Motion carried.

4. Exclusive Negotiation Agreement with Carly Lilly and George Skandalos (A) – Cody Riddle

On March 4, 2023 the Agency published a request for proposals for the development and disposition of the portions of the Sixth and Jackson property that would remain after the development of Hello Walk. Two proposals were received by the submission deadline of May 5, 2023 and one was withdrawn thereafter. The Board received a presentation on the remaining proposal, and asked questions of the respondent. At the July 6, 2023 meeting, the Board selected the proposal from Carly Lilly and George Skandalos and directed staff to prepare the Exclusive Negotiation Agreement (ENA). The ENA has been reviewed by legal counsel and is now before the Board for review and approval.

Riddle informed the Agency that the ENA is now ready for approval and reviewed the Request for Proposal process that occurred over the last few months. The Board discussed the Schedule of Performance and items within the proposed timeline. A construction schedule is anticipated to be submitted with the Phase 1 Development Plans, due by December 1, 2023. George Skandalos talked briefly about how long from start to finish he anticipates the project would take.

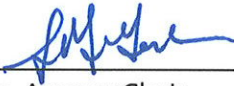
Kelly moved to approve the Exclusive Negotiation Agreement with Carly Lilly and George Skandalos as written. The motion was seconded by Laflin. Roll Call Vote; Ayes: Unanimous (4). Nays: None. Abstentions: None. Motion carried.

5. General Agency Updates – Cody Riddle

- *General Agency business*

None.

McGeehan declared the meeting adjourned at 8:00 a.m.



Steve McGeehan, Agency Chair

10-19-23

Date

**MOSCOW URBAN RENEW AGENCY
RESOLUTION NO. 2023 -03**

A SUPPLEMENTAL RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY FOR THE CITY OF MOSCOW, APPROVING A CHANGE TO THE INDEX RATE OF BOND RESOLUTION 2010-01 OF THE BOARD OF COMMISSIONERS AUTHORIZING THE ISSUANCE AND SALE OF REVENUE ALLOCATION BONDS, SERIES 2010A, AND ANY AMENDMENTS TO RELATED DOCUMENTS IN CONNECTION THEREWITH, AND AUTHORIZATION OF RELATED DOCUMENTS AND ACTS.

WHEREAS, the Urban Renewal Agency for the City of Moscow, Idaho (the "Agency") is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20 of the Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Title 50, Chapter 29, as amended (the "Act"), and a duly created and existing urban renewal agency for the City of Moscow, Idaho (the "City");

WHEREAS, on September 17, 2007, pursuant to Resolution 2007-24, the City's Council determined that the area known as the "Legacy Crossing Project Area," as such area was amended on February 19, 2008, pursuant to Resolution 2008-05 (the "Legacy Crossing Project Area"), was a deteriorated area or a deteriorating area appropriate for an urban renewal project and that the rehabilitation, conservation and redevelopment of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City;

WHEREAS, the Agency designated the Legacy Crossing Project Area as the "Legacy Crossing Urban Renewal District," and on March 6, 2008, the Agency approved the proposed Legacy Crossing Urban Renewal District Redevelopment Plan (the "Plan") and on June 2, 2008, pursuant to Ordinance No. 2008-10, the City adopted the Plan;

WHEREAS, on August 13, 2010, pursuant to Resolution 2010-01 adopted by the Agency on July 7, 2010 and ratified on July 13, 2010 (the "Bond Resolution"), the Agency issued its Revenue Allocation (Tax Increment) Bonds, Series 2010A (Legacy Crossing Redevelopment Project), in the principal amount of \$510,000 (the "Series 2010A Bonds");

WHEREAS, Zions Bancorporation, National Association, previously known as Zions First National Bank (the "Purchaser"), purchased the Series 2010A Bonds pursuant to that certain Bond Purchase Agreement dated July 7, 2010;

WHEREAS, the Series 2010A Bonds are subject to a floating interest rate (the "Index Rate"), which Index Rate includes a secondary rate in the event the Seattle Federal Home Loan Bank does not make a five-year advance rate;

WHEREAS, the secondary Index Rate includes the 2-year London Interbank Offered Rate ("LIBOR") index rate as defined in the Bond Resolution in Section 2.2;

WHEREAS, LIBOR has been permanently discontinued and the Series 2010A Bonds are subject to one additional Index Rate change on September 1, 2025;

WHEREAS, the Purchaser and the Agency desire to amend the definition of Index Rate;

WHEREAS, Section 10.1 of the Bond Resolution allows for amendment by adoption of a Supplemental Resolution and approval of at least 60% of the Registered Owners of the Series 2010A Bonds then Outstanding.

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

SECTION 1. All action (not inconsistent with the provisions of this Supplemental Resolution) heretofore taken by the Agency directed toward the transaction contemplated by this Supplemental Resolution is hereby, ratified, approved and confirmed.

SECTION 2. The Agency hereby approves the substitution of the Index Rate as set forth in Exhibit A attached to this Supplemental Resolution as a “qualified” rate modification under US Treasury Regulation Section 1.1001-6, and authorizes such substitution of the Index Rate by execution of this Supplemental Resolution.

SECTION 3. The Chairman is hereby authorized in the name of and on behalf of the Agency to execute and deliver such documents and related instruments, and to make such changes thereto as shall be consistent with this Supplemental Resolution, and the Secretary is hereby authorized in the name and on behalf of the Agency to and attest such documents and related instruments.

SECTION 4. The Board of the Commissioners shall take all action necessary or reasonably required by the documents and related instruments to effectuate their provisions, and shall take all action necessary or desirable in conformity with the Act to carry out the transaction contemplated by this Supplemental Resolution.

SECTION 5. The Board of the Commissioners hereby finds and determines that the substitution of the index rate will enable or assist in fulfilment of the obligation associated with the Bond.

SECTION 6. If any section, paragraph, clause or provision of this Supplemental Resolution shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Supplemental Resolution.

SECTION 7. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repeal shall not be construed as reviving any bylaw, order or resolution or part thereof.

SECTION 8. This Supplemental Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Moscow, the 14th day of September, 2023. Signed by the Chair of the Board of Commissioners, and attested by the Secretary of the Board of Commissioners, on September 14th, 2023.

APPROVED:

By 
Steve McGeehan, Chair

ATTEST:

By 
Nancy Tribble, Secretary



EXHIBIT A
AMENDMENT TO INDEX RATE

Section 2.2 of the Bond Resolution shall be replaced in its entirety with the following:

Section 2.2. Authorization of Series 2010A Bonds

There is hereby authorized a series of Bonds under the Resolution and designated as “Revenue Allocation (Tax Increment) Bonds, Series 2010A (Legacy Crossing Redevelopment Project).” The Series 2010A Bonds shall be issued both as serial and term bonds, shall be dated August 12, 2010, shall be in the principal amount of \$510,000 shall be issued in fully registered form in integral multiples of \$1,000 (provided that no single Series 2010A Bond shall represent more than one maturity), and shall mature on September 1 in the years 2011 through 2027 (as may be adjusted for term Series 2010A Bonds).

The Series 2010A Bonds shall bear interest payable commencing September 1, 2011, and semiannually thereafter on each March 1 and September 1 until their respective dates of maturity or prior redemption. The serial Series 2010A Bonds, maturing in 2011 through 2020, shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, at the rates set forth below, payable commencing September 1, 2011, and shall mature on September 1 in the following years and principal amounts:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2011	\$20,000	3.64
2012	22,000	3.65
2013	22,000	3.91
2014	23,000	4.17
2015	24,000	4.39
2016	25,000	4.58
2017	27,000	4.77
2018	28,000	5.03
2019	29,000	5.29
2020	31,000	5.44
2027*	259,000	4.39*

*Term Bond; Initial Rate

The term Series 2010A Bonds maturing in 2027 (the “2027 Term Bond”) shall bear interest from their date to, but not including September 1, 2015, at the initial rate of 4.39% per

annum. On September 1 of the years 2015, 2020, and 2025 (each an "Adjustment Date"), the interest rate on the 2027 Term Bond shall be adjusted to equal the Index Rate (defined below) plus 165 basis points (rounded to the nearest one-hundredth of one percent) from the Adjustment Date to, but not including, the next Adjustment Date. On the last Business Day that is fifteen (15) days prior to each Adjustment Date, the Trustee shall determine the Index Rate for the next succeeding Adjustment Date and shall give notification to the Agency and the Purchaser (by telephone or facsimile transmission) of the rate so determined.

Index Rate: For purposes of the preceding paragraph, the Index Rate shall mean a rate per annum which equals the 2-year Advance Fixed Rate as quoted by the Federal Home Loan Bank of Des Moines as available on their internet site (currently www.fhlbdm.com) or such other information distribution method the Federal Home Loan Bank of Des Moines should utilize.

Business Day: Any day except a Saturday, Sunday, or other day on which banks in Utah and Idaho are authorized to close.

Interest shall be computed on the basis of a twelve 30-month, 360-day year.

The Series 2010A Bonds shall be numbered separately in the manner and with any additional designation as the Trustee shall deem necessary for purposes of identification. After execution, as hereinafter provided, by the proper officials of the Board, the Series 2010A Bonds shall be authenticated by the Trustee.



EXCLUSIVE NEGOTIATION AGREEMENT

between

Moscow Urban Renewal Agency

and

Carly Lilly and George Skandalos

For the development of:

Property Located at the Southwest Corner of the Intersection of 6th and
Jackson Streets in the City of Moscow, Idaho

September 14, 2023

EXCLUSIVE NEGOTIATION AGREEMENT

This EXCLUSIVE NEGOTIATION AGREEMENT (hereinafter “Agreement” or “ENA”) is entered into by and between the MOSCOW URBAN RENEWAL AGENCY of the City of Moscow, Idaho, an independent 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 Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Carly Lilly and George Skandalos or their assigns as provided for herein (hereinafter “Developer”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below. The effective date is the date this Agreement is signed by both Parties (last date signed).

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 Council of the City of Moscow, Idaho (the “City”), after notice duly published and following a public hearing, adopted its Ordinance No. 2008-10 on June 2, 2008, approving the Legacy Crossing Urban Renewal District Redevelopment Plan (hereinafter the “Plan”), establishing the Legacy Crossing revenue allocation area (the “Project Area”), which Plan provides for improvement, development and redevelopment of properties within the boundaries of the Project Area; and

WHEREAS, Agency currently owns two parcels of real property located at the Southwest corner of the intersection of Sixth and Jackson Streets (hereinafter the “Property”), as shown and described in Exhibit A, which Property is located within the Project Area; and

WHEREAS, Agency seeks to encourage development to revitalize the Project Area in conformance with the Plan through disposition and development of the Property; and

WHEREAS, Agency published a Request for Proposals for Redevelopment of the Property in conformance with the Law and the Act (hereinafter the “Request for Proposals”) and received one (1) proposal for development of the Property; and

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

WHEREAS, at a public meeting on July 6, 2023, the Agency Board selected Developer’s proposal, attached hereto as Exhibit B; and

WHEREAS, Agency and Developer intend to pursue the negotiation of a Disposition and Development Agreement (“DDA”) and, thus comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and

WHEREAS, Agency seeks to enter into an agreement with Developer for the purpose of analyzing and assessing a development opportunity for the Property as defined in this Agreement.

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

AGREEMENT

1. NEGOTIATIONS.

1.1 GOOD-FAITH EXCLUSIVE NEGOTIATIONS. The Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

Agency and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a DDA to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Property. During the Negotiation Period (defined below), Agency will not negotiate with any person or entity other than Developer with respect to the disposition or development of the Property.

1.2 NEGOTIATION PERIOD. The duration of this Agreement (the “Negotiation Period”) shall commence on the Effective Date and shall terminate at 5:00 PM local time on April 18, 2024 (the “Termination Date”). Provided, Agency may in its discretion extend the Negotiation Period for an additional thirty (30) days beyond the Termination Date. Agency may, at its discretion, require Developer to pay an extension fee of \$5,000.00 for any such extension requested by Developer.

If, upon expiration of the Negotiation Period, the Developer has not executed a mutually approved DDA, then this Agreement shall automatically terminate, unless extended in writing by Agency. Once a DDA is signed by both Developer and Agency, then the terms of the DDA shall prevail and this Agreement shall automatically terminate.

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 submit to Agency a deposit (along with any extension payment, “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 Property. The deposit shall then be applied against the purchase price for the Property as

determined by the DDA. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal, defined below, the Deposit shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal, such costs shall be deducted from the amount of the Deposit refunded to Developer (if any).

Submission of the Deposit must occur within fifteen (15) days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Agency) shall become part of the Deposit.

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, less costs incurred by Agency, 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, less costs incurred by Agency, 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 C, Schedule of Performance, Developer shall submit to Agency Developer's specific proposed scope of development regarding the use of the Property (hereinafter referred to as the "Project"). Upon the Effective Date, Developer shall begin immediately the process of preparing a development plan for the Property ("Development Plan"). The Development Plan shall include design and construction drawings for the Project and an implementation program

including project development schedule. Specific parts of the Development Plan will include, but not be limited to, square footage by type of uses, number of parking spaces, perspective renderings, site plan, floor plans, landscape plans, building elevations/sections, representative unit layout, and other drawings, documents and reports necessary to obtain a construction permit from the City. The Development Plan shall also include a project schedule detailing any project bid advertisements, openings and awards, along with the anticipated commencement and completion of construction activities upon the Property. 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, the Agency may terminate this Agreement and the Deposit less any costs incurred by Agency shall be refunded to Developer.

In the event at any time during the Negotiation Period the Developer determines that it is not feasible to proceed with development of the Property, 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 Property, 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 less any costs incurred by Agency, 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. Developer agrees to make oral and written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis or at the request of Agency.

2.5 ENVIRONMENTAL CONDITION. Developer acknowledges that in the development of the Project, it has previously received and reviewed certain environmental reports, which have included an investigation of the Property. The environmental reports include a Certificate of Completion and Covenant Not to Sue from April 2017.

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 copy of the reuse appraisal (the "Reuse Appraisal") based upon the information developed through the Development Plan as described in this Agreement. The Reuse Appraisal shall establish the fair reuse value of the Property as required under the Law. Developer recognizes that under the Law, the purchase price cannot be less than the fair value for uses.

At the time Developer submits the Development Plan to Agency, Developer shall submit to Agency the data required by the appraiser (the "Reuse Appraiser") who has been selected by Agency, which data is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Property. Developer may be required to supplement the data provided to the Reuse Appraiser during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The data provided to the Reuse Appraiser includes but may not be limited to market conditions, density of development, costs of development, developer revenues, risks of Agency, risks of Developer, unit types, projected rents, construction type and materials, exterior/interior finish materials, leasing for other uses, Developer participation in the funding of public facilities and amenities, and estimated or actual Developer profit.

Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the necessary data, and Developer acknowledges that Agency will be unable to complete negotiation of the terms of the DDA without the results of the Reuse Appraisal. 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 Property.

4. DEVELOPER'S RESPONSIBILITIES.

4.1 NATURE OF THE DEVELOPER. Developer is Carly Lilly and George Skandalos, 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 Property, provided that Developer maintains operating control of such entities and remains fully responsible to Agency as provided in this Agreement with respect to the Property. 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 122 West Fourth Street, 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. Any significant change during the period of this Agreement of the Development Team or in the controlling interest of Developer of the Project covered by this Agreement is subject to the approval of Agency, such approval not to be unreasonably withheld or delayed.

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 Property.

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 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 not be liable for any real estate commission or brokerage fees which may arise from the disposition and development of the Property. Agency represents that it has not retained any real estate broker to assist in this transaction. 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. Execution of this Agreement by the Parties does not constitute a disposition of 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 retention of the Deposit. Nothing stated in this section shall be deemed to have affected a release or impairment of Agency's fee title to the Property. 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 Property 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.

6.8 ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION. In accordance with Idaho Code Section 67-2346, Developer, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

6.9 CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED. Pursuant to Idaho Code Section 67-2359 Developer, by entering into this Agreement, hereby certifies it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

6.10 NOTICES. Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and Developer as set forth below. Routine communication may be by first class mail, e-mail, facsimile, or telephone.

AGENCY

Moscow Urban Renewal Agency
Cody Riddle, Executive Director
504 South Washington Street
Moscow, ID 83843

DEVELOPER

Moscow Hotel, LLC
Carly Lilly and George Skandalos
122 West Fourth Street
Moscow, ID 83843

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 14 day of September, 2023.

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY OF MOSCOW

By [Signature]
Steve McGeehan, Chair



ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 14th day of September, 2023, 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 they executed the foregoing document as the duly authorized representative for the Urban Renewal Agency of the City of Moscow, Idaho.



[Signature]
Notary Public for the State of Idaho
Residing at Moscow
My commission expires 10-08-2026

Dated this 18th day of September, 2023.

DEVELOPER:

MOSCOW HOTEL, LLC

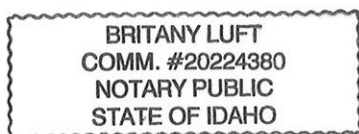
By [Signature]
Carly Lilly, Owner

By [Signature]
George Skandalos, Owner

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 18th day of September, 2023, before me, a Notary Public in and for said State, appeared Carly Lilly, known to me to be the person named above and acknowledged that s/he executed the foregoing document as a duly authorized representative for Moscow Hotel, LLC.

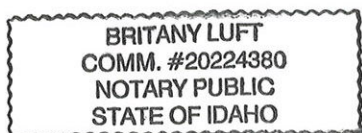


[Signature]
Notary Public for the State of Idaho
Residing at Moscow, ID
My commission expires 9/7/28

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 18th day of September, 2023, before me, a Notary Public in and for said State, appeared George Skandalos, known to me to be the person named above and acknowledged that s/he executed the foregoing document as a duly authorized representative for Moscow Hotel, LLC.

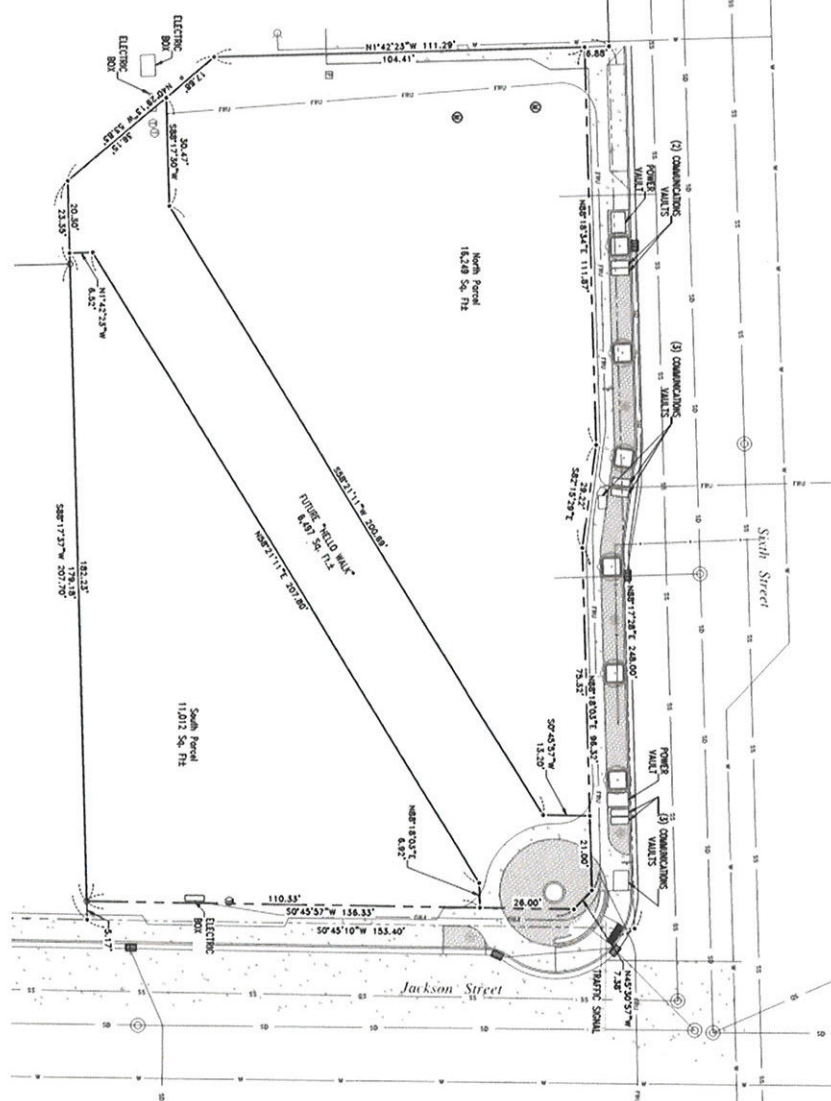


[Signature]
Notary Public for the State of Idaho
Residing at Moscow, ID
My commission expires 9/7/28

[illegible]

Exhibit 'A'

Section 18, T39N, R5W, BM



- LEGEND**
- 5/8" REBAR
 - CALCULATED POSITION
 - MANHOLE
 - CATCH BASIN
 - TREE
 - LIGHT POLE
 - TELECOMMUNICATIONS FACILITY
 - MONITOR WELL
 - PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - WATER LINE
 - SANITARY SEWER LINE
 - STONE DRAIN LINE
 - POWER, TELECOMMUNICATIONS
 - CURB
 - ASPHALT PAVING
 - CONCRETE PAVING
 - CONCRETE PAVES



Exhibit Drawing - Existing Conditions
City of Moscow - 6th Street Property
 Latah County, Idaho

PRELIMINARY
NOT FOR
RECORDING

REM ROCK CONSULTING, INC.
 200 N. 1st St., Suite 200
 Moscow, ID 83840
 Phone: 208-388-8888
 Fax: 208-388-8889
 Email: info@remrock.com
 Website: www.remrock.com

Drawn By:	SW
Checked By:	MT
File Name:	1888 EXISTING
Tab:	EXIST
Print Date:	08/28/18
Project:	20-- Mos 17
Date:	5/20/18

1 of 2

Legal Description by Hodge & Associates
For Moscow Urban Renewal Agency
North Parcel at Sixth and Jackson

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 18,
Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northeast corner of the Northeast Quarter of Section 18; Thence along the north line thereof, S87°45'28"W, 363.92 feet to a point on the west right-of-way line of Jackson Street; Thence leaving said north line, along said west right-of-way line, S00°45'10"W, 40.18 feet to the northeast corner of a parcel of land described in Deed of Dedication, Instrument #584290, Latah County records; Thence along the east line thereof S00°45'10"W, 153.40 feet to the southeast corner thereof and the northeast corner of a parcel of land described in Warranty Deed, Instrument #587656, Latah County records; Thence along the south line of the parcel described in said Deed of Dedication and the north line of the parcel described in said Warranty Deed, S88°17'30"W, 5.17 feet to the southwest corner of the parcel described in said Deed of Dedication and a point on the west right-of-way line of Jackson Street; Thence continuing along said north line and along the north line of a parcel of land described in Statutory Warranty Deed, Instrument #505406, Latah County records, S88°17'30"W, 202.53 feet; Thence along the east boundary thereof, N40°29'13"W, 36.15 feet to the **Point of Beginning**.

Thence continuing along said east boundary the following two courses:

N40°29'13"W, 17.68 feet;

Thence N01°42'23"W, 104.41 feet to a point on the south right-of-way line of Sixth Street and the southwest corner of a parcel of land described in Deed of Dedication, Instrument #584290;

Thence along said south right-of-way and along the south line of said parcel the following Three courses:

N88°18'34"E, 111.87 feet;

Thence S82°15'29"E, 29.22 feet;

Thence N88°18'03"E, 75.32 feet;

Thence leaving said common south line, S00°45'57"W, 13.20 feet;

Thence S58°21'11"W, 200.69 feet;

Thence S88°17'30"W, 30.47 feet to the **Point of Beginning**.

Parcel 16,249 square feet, more or less.

Subject to: Permanent Public Utility Easement, Instrument #474255.



Legal Description by Hodge & Associates
For Moscow Urban Renewal Agency
Hello Walk at Sixth and Jackson

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 18,
Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northeast corner of the Northeast Quarter Section 18; Thence along the north line thereof, S87°45'28"W, 363.92 feet to a point on the west right-of-way line of Jackson Street; Thence leaving said north line, along said west right-of-way line, S00°45'10"W, 40.18 feet to the northeast corner of a parcel of land described in Deed of Dedication, Instrument #584290, Latah County records; Thence along the east line thereof S00°45'10"W, 153.40 feet to the southeast corner thereof; Thence along the south line thereof, S88°17'30"W, 5.17 feet to the southwest corner thereof and a point on the west right-of-way line of Jackson Street; Thence along said west right-of-way line and along the west line of said parcel, N00°45'57"E, 110.33 feet to the **Point of Beginning**.

Thence leaving said common west line, S88°18'03"W, 6.92 feet;
Thence S58°21'11"W, 207.80 feet;
Thence S01°42'23"E, 6.52 feet to a point on the east boundary of a parcel of land described in Statutory Warranty Deed, Instrument #505406, Latah County records;
Thence along said east boundary line the following two courses:
 S88°17'30"W, 20.30 feet;
 Thence N40°29'13"W, 36.15 feet;
Thence leaving said east boundary, N88°17'30"E, 30.47 feet;
Thence N58°21'11"E, 200.69 feet;
Thence N00°45'57"E, 13.20 feet to a point on the south line of the parcel of land described in Deed of Dedication, Instrument #584290 and the south right-of-way line of Sixth Street;
Thence along said south line and along said south right-of-way line, N88°18'03"E, 21.00 feet;
Thence along the west line of said parcel, S45°30'57"E, 7.38 feet to a point on the west right-of-way line of Jackson Street;
The continuing along said west line and along said west right-of-way line, S00°45'57"W, 26.00 feet to the **Point of Beginning**.

Parcel 6,497 square feet, more or less.



Legal Description by Hodge & Associates
For Moscow Urban Renewal Agency
Access Easement at Sixth and Jackson

A 12.00 foot wide Access Easement located in the Northeast Quarter of the Northeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, being a strip of land running parallel to and south of the following described line:

Commencing at the northeast corner of the Northeast Quarter of Section 18; Thence along the north line thereof, S87°45'28"W, 363.92 feet to a point on the west right-of-way line of Jackson Street; Thence leaving said north line, along said west right-of-way line, S00°45'10"W, 40.18 feet to the northeast corner of a parcel of land described in Deed of Dedication, Instrument #584290, Latah County records; Thence along the east line thereof S00°45'10"W, 153.40 feet to the southeast corner thereof, the northeast corner of a parcel of land described in Warranty Deed, Instrument #587656, Latah County records, and the **Point of Beginning**.

Thence along the north line of said parcel S88°17'30"W, 130.05 feet to the **End of this Easement**.

The south line of this easement to be shortened on the east end to begin at the west right-of-way line of Jackson Street.

Parcel 1,558 square feet, more or less.



Legal Description by Hodge & Associates
For Moscow Urban Renewal Agency
South Parcel at Sixth and Jackson

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northeast corner of the Northeast Quarter of Section 18; Thence along the north line thereof, S87°45'28"W, 363.92 feet to a point on the west right-of-way line of Jackson Street; Thence leaving said north line, along said west right-of-way line, S00°45'10"W, 40.18 feet to the northeast corner of a parcel of land described in Deed of Dedication, Instrument #584290, Latah County records; Thence along the east line thereof S00°45'10"W, 153.40 feet to the southeast corner thereof and the northeast corner of a parcel of land described in Warranty Deed, Instrument #587656, Latah County records; Thence along the south line of the parcel described in said Deed of Dedication and the north line of the parcel described in said Warranty Deed, S88°17'30"W, 5.17 feet to the southwest corner of the parcel described in said Deed of Dedication, a point on the west right-of-way line of Jackson Street and the **Point of Beginning**.

Thence continuing along said north line and along the north line of a parcel of land described in Statutory Warranty Deed, Instrument #505406, Latah County records, S88°17'30"W, 182.23 feet; Thence leaving the north line of the parcel of land described in said Statutory Warranty Deed, N01°42'23"W, 6.52 feet; Thence N58°21'11"E, 207.80 feet; Thence N88°18'03"E, 6.92 feet to a point on the west right-of-way line of Jackson Street and the west line of the parcel of land described in Deed of Dedication, Instrument #584290; Thence along said common west line, S00°45'57"W, 110.33 feet to the **Point of Beginning**.

Parcel contains 11,012 square feet, more or less.

Together With: A 12.00 foot wide Access Easement located in the Northeast Quarter of the Northeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, being a strip of land running parallel to and south of the following described line:

Commencing at the northeast corner of the Northeast Quarter of Section 18; Thence along the north line thereof, S87°45'28"W, 363.92 feet to a point on the west right-of-way line of Jackson Street; Thence leaving said north line, along said west right-of-way line, S00°45'10"W, 40.18 feet to the northeast corner of a parcel of land described in Deed of Dedication, Instrument #584290, Latah County records; Thence along the east line thereof S00°45'10"W, 153.40 feet to the southeast corner thereof, the northeast corner of a parcel of land described in Warranty Deed, Instrument #587656, Latah County records, and the **Point of Beginning**.

Thence along the north line of said parcel S88°17'30"W, 130.05 feet to the **End of this Easement**.

The south line of this easement to be shortened on the east end to begin at the west right-of-way line of Jackson Street.

Easement contains 1,558 square feet, more or less.



EXHIBIT B

DEVELOPER'S RESPONSE TO THE RFP



W 6th St

S Jackson St

patio

retail (1,500 sq ft)

laundry mech

lobby

retail (1,500 sq ft)

retail (1,500 sq ft)

retail (1,500 sq ft)

retail (1,500 sq ft)

elec

patio

raised crosswalk

24-hr parking

pocket park

bike parking (20 spaces)

entrance

small retail (avg. 1,500 SF)
large retail (2004 SF)

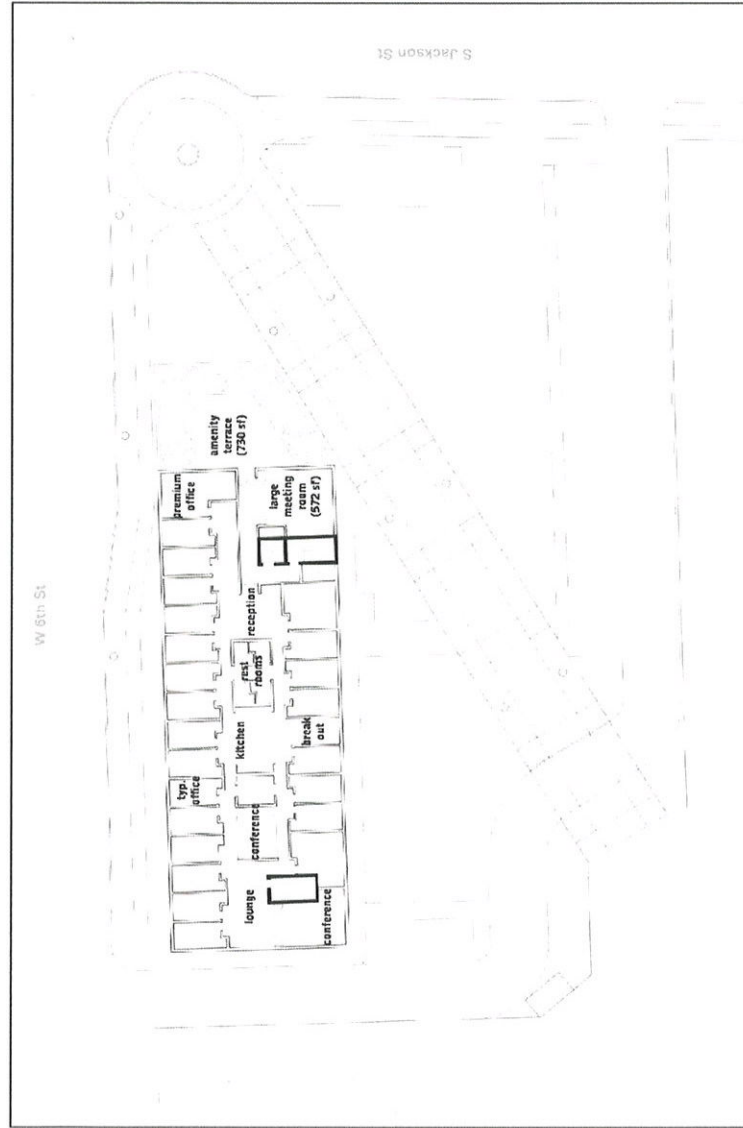
8,080 GFA
11,639 GSF

MOSCOW HOTEL, LLC

LEGACY CROSSING
6th St. & S Jackson St.
MOSCOW, ID 18 APRIL 2023

FLOOR PLANS

LEVEL 2



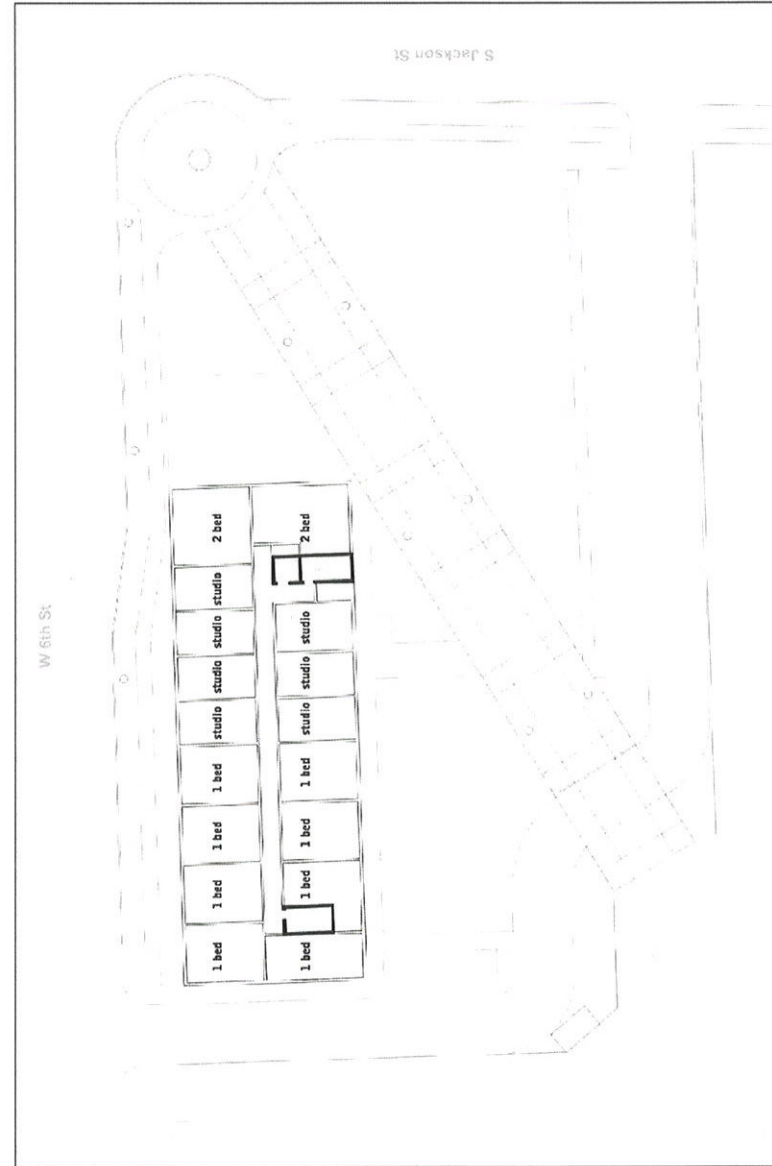
office / co-working
 21 Private Offices (130 SF)
 3 Premium Offices (300 SF)
 shared amenity (1302 SF)
 9,238 GFA
 10,311.5 GSF

atelierjones, llc
 architecture | landscape | plans + mg

MOSCOW HOTEL, LLC

LEGACY CROSSING
 6th St. & S Jackson St.
 MOSCOW, ID 18 APRIL 2023

FLOOR PLANS



LEVELS 3-5

3 levels residential:
 21 studio (325 SF)
 24 one bedroom (490 SF)
 6 two bedroom (675 SF)
 51 units total
 23,953 NRSF
 30,934.5 GSF

LEGACY CROSSING
 6th St. & S Jackson St.
 MOSCOW, ID
 18 APRIL 2023

MOSCOW HOTEL, LLC

atelierjones, llc
 architecture | landscape | planning



EXHIBIT C

SCHEDULE OF PERFORMANCE

ACTION	DATE
<u>1. Deposit.</u> The Developer shall deliver the Deposit to the Agency.	No later than October 6, 2023.
<u>2. Submission of Phase I Development Plans.</u> The Developer shall submit Development Plans to Agency for approval.	No later than December 1, 2023.
<u>3. Agency Approval or Disapproval of Phase I Development Plans.</u> Agency shall provide approval or disapproval of Developer's Phase I development plans.	No later than January 4, 2024.
<u>4. Submission of Phase II Development Plans.</u> The Developer shall submit Development Plans to Agency for approval.	No later than February 2, 2024.
<u>5. Agency approval or disapproval of Phase II Development Plans.</u> Agency shall provide approval or disapproval of Developer's development plans.	No later than February 22, 2024.
<u>6. 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 March 22, 2024.
<u>7. DDA Consideration.</u> The Agency Board shall consider and approve if appropriate the DDA.	No later than April 18, 2024.