



Agenda: Thursday, November 5, 2015, 7:00 a.m.

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

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

- A. Minutes from October 15, 2015
- B. September 2015 Financials

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

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

3. **Announcements**

4. **828 West Pullman Road Landscape Enhancement Development Agreement – Bill Belknap**
Potlatch Federal Credit Union (PFCU) recently purchased the prior Time Warner building located at 828 West Pullman Road and is currently in the process of renovating the building and property for a new office location. Staff contacted the Credit Union to discuss expansion of their landscaping into the adjacent public right-of-way, which they had previously planned to pave, to improve the aesthetics of the property at the Pullman Road and Line Street intersection which has been identified as a community goal through the City's recently Entryway Beautification Project. The subject property is not within the Legacy Crossing District, but the right-of-way adjacent to the site is located within the District. Under the terms of the proposed agreement, the Agency would contribute up to \$2,000 for the expanded landscaping to be located within the adjacent public right-of-way. PFCU would then assume the obligation to maintain and preserve the landscaping for a period of 10 years.

ACTION: Approve the proposed Development Agreement with Potlatch Federal Credit Union and Associated Resolution; or take such other action deemed appropriate.

5. **Sixth and Jackson Brownfield Remediation Project Update – Bill Belknap**
In 2013 the MURA applied for and received an EPA Brownfield cleanup grant to assist in funding the environmental remediation of the 6th and Jackson property. The remediation work has been separated into two Phases. Phase I will address the excavation of contaminated soils from the site and Phase II will include groundwater remediation activities. Staff will provide an update on the status of the remediation work.

ACTION: Accept Report

6. Requested Amendment of Sangria Downtown LLC Exclusive Negotiation Agreement Schedule of Performance – Bill Belknap

On February 26, 2015, the Board selected Sangria Downtown LLC as the successful respondent to a request for proposals for development of the MURA's 6th and Jackson property. On April 8, 2015, the Board Approved an Exclusive Negotiation Agreement (ENA) to enter into negotiations regarding the property development which was executed on April 24, 2015. The ENA included a schedule of performance which specified specific dates for certain actions by both parties including the submission of development plans from Sangria Downtown LLC by July 1, 2015. On August 12th the Board approved an amendment to the Schedule of Performance to allow additional time for Sangria Downtown LLC to submit their development plans, shifting that date to October 1, 2015. Staff has received a second request to shift that date to November 12th, 2015. Staff has prepared a revised schedule of performance for the Board's consideration and approval.

ACTION: Approve the proposed revised schedule of performance; or take such other action deemed appropriate.

7. General District Updates – Bill Belknap

- Legacy Crossing District
- Alturas District

8. Adjourn - Executive Session per Idaho Code 74-206(1)(C) and (F) – The meeting will not reconvene.

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



Minutes: October 15, 2015, 7:00 a.m.

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Sullivan called the meeting to order at 7:05 a.m.

Attendance:

Commission Members

Brandy Sullivan, Vice Chair
Art Bettge
Dave McGraw
Ron Smith
John Weber

Staff Present

Bill Belknap, Executive Director
Anne Peterson, Deputy City Clerk

Others

Victoria Seever
Terri Garber, Daily News

Absent: Steve Drown, Steve McGeehan

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

- A. Minutes from September 23, 2015
- B. September 2015 payables
- C. September 2015 Financials

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

McGraw moved and Bettge seconded approval of the consent agenda. Belknap noted for the record that September financials will be presented at the next meeting. Motion carried.

2. **Public Comment for items *not on agenda*:** Three minute limit – No comment offered.

3. **Announcements – None**

4. **Sixth and Jackson Brownfield Remediation Project Phase II Contract Award– Bill Belknap**

On September 18th, Staff transmitted a Request for Proposals (RFP) for design and construction of the shallow groundwater treatment system, liquid amendment injection and closeout reporting for what has been termed Phase II of the Sixth and Jackson Brownfield Remediation Project. One response was received from Terragraphics and Strata who provided a joint proposal with an estimated total cost of \$45,835.00. This estimate is under the original estimate of approximately \$58,000.00. Staff believes that Terragraphics and Strata are well qualified and capable of provided the desired

services and recommends that the Board accept the proposal and award to contract to Terragraphics Environmental Engineering in the amount of \$45,835.00 and authorize an addition contingency in the amount of \$9,167 to be managed by Staff as deemed necessary through the design and construction process.

ACTION: Staff recommends the following actions:

1. Accept the design/construction professional services proposal from Terragraphics Environmental Engineering Inc. in the amount of \$45,835.00 and authorize an addition 20% contingency in the amount of \$9,167 to be managed by the Executive Director as deemed necessary through the design and construction process.

Bettge asked if the remaining \$3000 allocation would return to the budget and Belknap said yes. McGraw inquired about the total monies put in to this property so far; Belknap will bring those figures to the next meeting. Sullivan asked that the figures be separated by URA monies, grant funds, etc. Weber moved and Smith seconded a motion to accept the design/construction professional services proposal. Motion included authorization for the additional contingency to be managed by the Executive Director. Motion carried unanimously.

5. General District Updates – Bill Belknap

Legacy Crossing District

FY2015 budget anticipated \$100,000 in increment revenue; as of September 30 revenue was reported to be \$179,242.72. County offices have confirmed the figures appear accurate. The FY2016 projection is \$141,000. Belknap reviewed annual revenues since 2010 and explained the unexpected jumps in 2011 and 2012 were determined to be a software error that inaccurately calculated increment revenue. Without that error the trend likely would have shown a steady exponential increase. Highlights of District activity include:

- Potlatch Federal Credit Union: Project is adjacent to district-owned ROW on Highway 8. Staff have engaged bank in conversation regarding a partnership for increased landscaping on the corner to enhance corridor beauty. A design proposal will be brought forward to the Agency.
- Dumas Seed Property: An offer has been made on the property for a mixed-use project and low-income housing opportunity. Belknap suggested the Agency could partner with them on the substantial public improvement requirements. Property was incorporated within the City's Brownfield Coalition Grant. Remediation is expected to be less extensive than the Sixth & Jackson site.
- S&J holdings located between Almon and Ghormley ball field: New 36" sanitary sewer main will substantially affect the frontage of this property making it less viable for commercial use so developers have shifted to a residential plan. Belknap expects activity in the next 12-18 months.
- South Trunkline project from Ghormley south along Paradise Creek: Proposed street alignment along the former railroad line and creek open space is under design. Work on this project and the new sewer main will occur next summer, as well as possible enhancement projects with the UI while the area is already under construction.
- Sixth & Jackson: Excavation contract has been awarded and Land Application MOA permit approved. Remediation work is expected to dovetail with development of Sangria project, and is currently running about \$34,000 under budget. The Sangria project appears to be shifting to a slightly smaller footprint so once development plans are presented the Agency can determine which direction to proceed.

- Gritman Medical Project: Three-story medical office building includes plans for substantial street improvements. So far Gritman has not requested the Agency to partner on those improvements although Belknap suggested there may be an opportunity participate in illumination enhancements. This project is estimated to generate \$70,000 in increment revenue.
- Stubbs Seed Property: Frontage sold to Steve Vachon who has plans to make substantial improvements to the building with no specific use identified as of yet. Opportunity for Agency to participate on street improvements, especially sidewalks, and the overall appearance of the intersection. Southern portion sold to a California developer who is proposing four-story housing along Highway 95 and two-story townhouses along the creek. Opportunity may exist for the Agency to partner on sidewalk and landscaping to improve the appearance of the intersection.
- Anderson Group is talking about selling their property in smaller pieces. Belknap said he has not seen any use proposals.
- Conversation with Crites has focused on separating research operations from warehouse functions. Currently research property is needed for truck circulation from the scales. Crites would prefer a single transaction of all holdings so the key is identifying a future location.

Alturas District

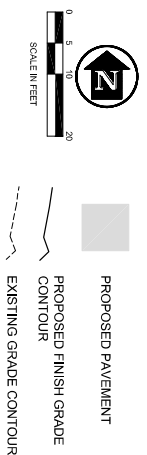
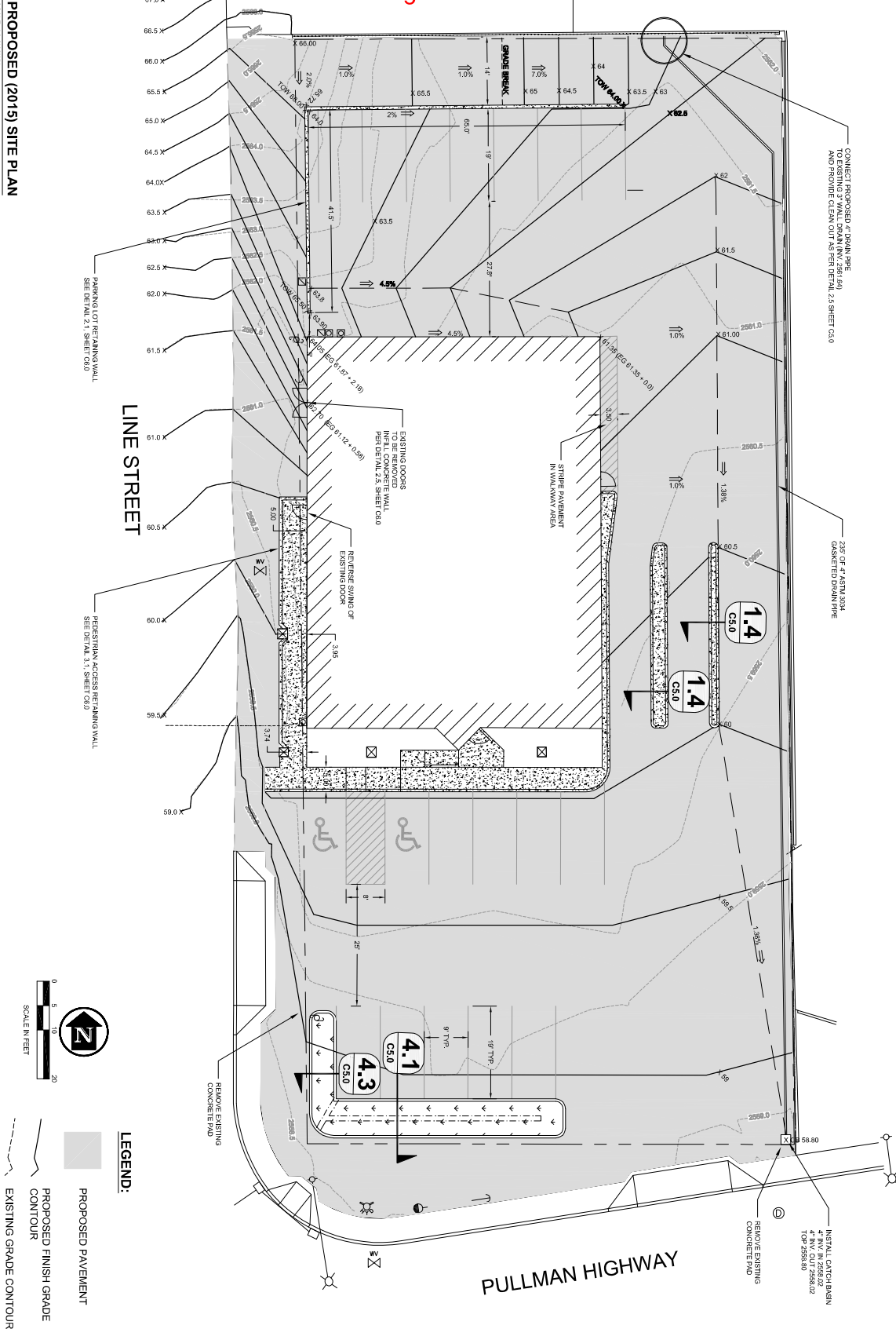
- Council passed the termination Ordinance. It has been recorded with Latah County and transmitted to the State Tax Commission. Staff have discussed with the Alturas Association the implications of District termination, potential amendments to the RTO zoning district, status of existing covenants and separation of irrigation water between Alturas Park and subdivision common areas. There will be a second Association meeting on November 19th to continue the discussion.

The meeting concluded at 7:42 a.m.

Original Site Plan

4.1 PROPOSED (2015) SITE PLAN

SCALE AS SHOWN



SHEET TITLE		PROPOSED (2015) SITE PLAN	
PROJECT:		POTLATCH No. 1 FEDERAL CREDIT UNION LINE ST. AT PULLMAN HWY. MOSCOW, IDAHO	
DATE:	09-25-2015		
SCALE:	AS SHOWN		
DESIGNED:	TCB		
CHECKED:	TCB		
SCALE:	1/8" = 1'-0"		
DATE:	18102-15-001		
BY:	PRC/SLM		

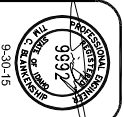
SHEET

C2.0



James A. Sewell and Associates, LLC
 1319 NORTH DIVISION
 SANDPOINT, IDAHO 83864
 (208) 263-4160

NO.	DATE	REVISION	DRAWN BY



Proposed Landscape Plan



Raindrop Sprinklers

Mailing Address:
P.O. Box 6096
Moscow, ID 83843

Shipping Address:
5952 Airports Rd.
Pullman, WA 99163

DRAWN BY:

NICHOLAS PENTICO

SCALE:

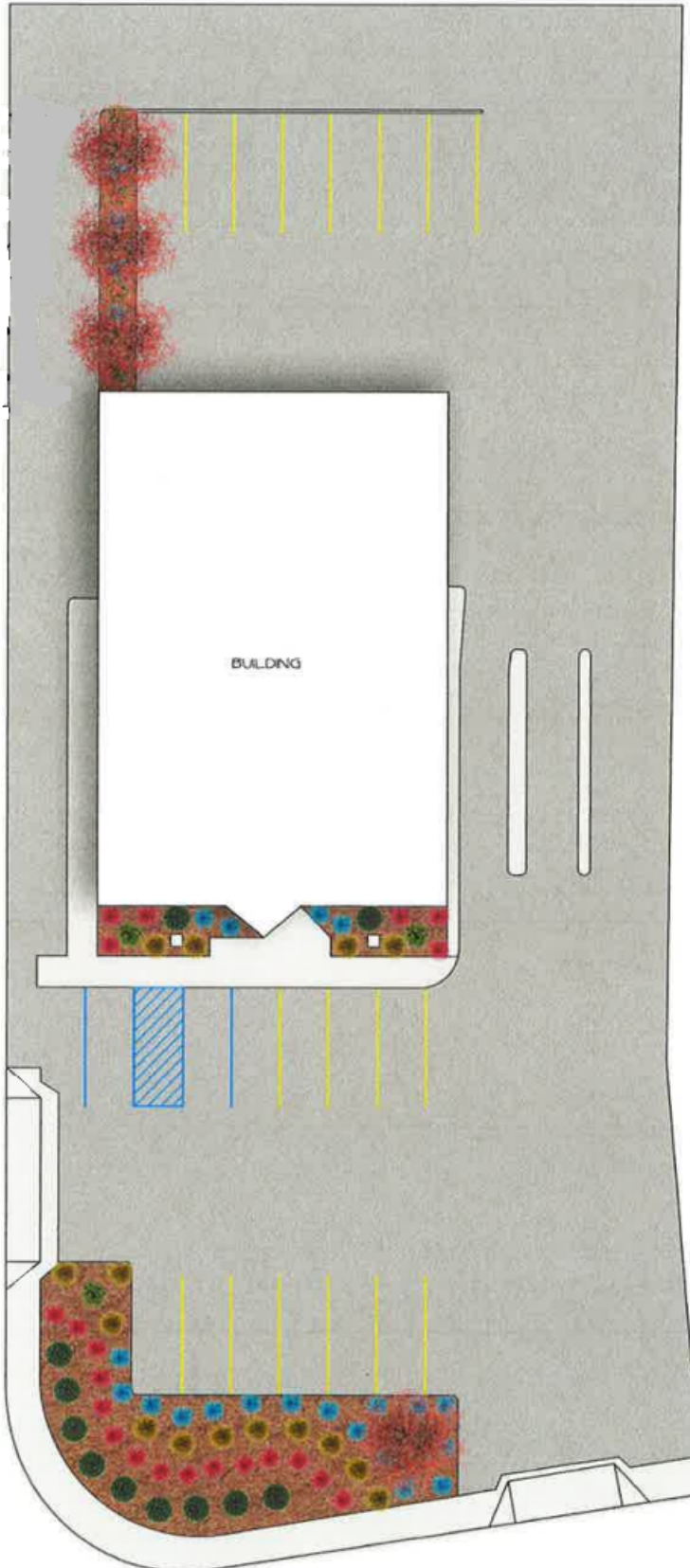
1" = 20' - 0"

DATE:

10/11/2015

OPTION:

2



AUTUMN BRILLIANCE
SERVICEBERRY - 4



LAVENDER - 1



DWARF MUGO PINE - 7



PURPLE FOUNTAIN
GRASS - 21



STELLA DE ORO
DAY LILY - 15



BLUE FESCUE - 24

MULCH - 2500 SQFT



NORTH

POTLATCH NO. 1 FEDERAL CREDIT UNION



DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE MOSCOW URBAN RENEWAL AGENCY

AND

POTLATCH FEDERAL CREDIT UNION

FOR

828 WEST PULLMAN ROAD LANDSCAPE PROJECT

NOVEMBER ____, 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”) is entered into this ____ day of _____, 2015, by and between the MOSCOW URBAN RENEWAL AGENCY, 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 POTLATCH FEDERAL CREDIT UNION, or its assigns (hereinafter “Participant”), 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 Moscow City Council adopted its Ordinance No. 2008-10 on June 2, 2008, approving the Legacy Crossing Urban Renewal District Redevelopment Plan (hereinafter the “Urban Renewal Plan”); and

WHEREAS, Participant owns and controls the real property located at 828 West Pullman Road, Moscow, Idaho, upon which Participant is constructing improvements, investing significant resources in the project; and

WHEREAS, in order to complement the newly constructed building improvements on the property, Participant desires to make improvements to the public infrastructure, including the installation of landscaping upon the public right-of-way (hereinafter referred to as the “Project” as defined below); and

WHEREAS, Section 504 of the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan;

WHEREAS, said Project implements several objectives outlined in Section 302 of the Urban Renewal Plan;

WHEREAS, Section 303 of the Urban Renewal Plan authorizes Agency to enter into Owner Participation Agreements to implement the Urban Renewal Plan;

WHEREAS, as a result of Participant’s commitment to proceed with the Project and to construct public improvements in the public right-of-way which will enhance the aesthetics of the subject property and environmental and economic well-being, Participant’s commitment to comply with the terms of the Urban Renewal Plan, and Agency’s commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Owner Participation Agreement to define their respective obligations;

WHEREAS, by entering into this Agreement and complying with its terms, Agency finds that Participant has complied with the provisions and requirements of the Urban Renewal Plan;

WHEREAS, the Agency Board, at its November 5th, 2015 Board meeting, adopted Resolution No. 2015-_____ authorizing the Chair of the Agency Board to execute this Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. EFFECTIVE DATE

The effective date of this Agreement shall be the date when this Agreement has been signed by the Parties and shall continue until all obligations of each Party are complete.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that 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. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency's commitment herein is intended to comply with the Agency's authority under the Law and the Urban Renewal Plan and is intended to constitute a grant of Agency funds and not be deemed a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Urban Renewal Plan and a portion of the Legacy Crossing Urban Renewal District by providing necessary improvements to the public infrastructure within the Legacy Crossing Urban Renewal District.

The Project improvements to the public infrastructure and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Urban Renewal Plan.

B. The Plan

This Agreement is subject to the provisions of the Legacy Crossing Urban Renewal District Redevelopment Plan as adopted by the Moscow City Council through its Ordinance No. 2008-10 on June 2, 2008.

C. The Project Area

The Urban Renewal Project Area (Project Area) is located in the City of Moscow, and the exact boundaries of the Project Area are more specifically described in the Urban Renewal Plan.

D. The Project

The Project shall mean the development within the Project Area undertaken by Participant or its successors or assigns upon the public right-of-way adjacent to 828 West Pullman Road. The Project consists of landscape improvements within the public right-of-way as contained and contemplated in the "Project Design Diagram" attached to this Agreement as **Attachment 1** which is incorporated herein by reference, and as more particularly described in the "Description of the Project," attached hereto as **Attachment 2** which is incorporated herein by reference, including, but not limited to: additional and enhanced landscape installation within the adjacent public right-of-way. The Project shall comply with all the provisions of the Urban Renewal Plan and all applicable City building and zoning ordinances.

E. The City

The term City as used herein shall be the City of Moscow, Idaho.

F. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer, when such participation achieves the objectives of the Urban Renewal Plan, is not duplicative of other public entity funding and does not replace or substitute for the obligations imposed by other governmental agencies on the Participant. The specific participation by the Agency for this particular site is as set forth herein.

G. Parties to This Agreement

1. Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code. The office of the Agency is located at 206 East Third Street, Moscow, Idaho. "Agency," as used in this Agreement, includes the Moscow Urban Renewal Agency and any assignee of or successor to its rights, powers, and responsibilities.

2. Participant

The Participant is Potlatch Federal Credit Union. The principal address of the Participant is P1FCU, 654 Southway Avenue, Lewiston, ID 83501. The President and Chief Executive Officer of the Participant is Chris Loseth.

Whenever the term “Participant” is used herein, such term shall include any permitted nominee, assignee, or successor in interest as herein provided. The Participant qualifies as an “owner participant” as that term is used in the Urban Renewal Plan.

H. City Agreements and Approvals

City Agreements shall mean those certain agreements between Participant and City concerning, among other things, financial participation by the City in the Project, any required demolition permits or building permits, official review and approval by City for development of the Project.

Any default by Participant not cured within any cure period set forth in the agreements or approvals described above, shall constitute a default under this Agreement, with the Agency reserving any of its rights and remedies under this Agreement concerning default.

I. Funding of Project Improvements

In consideration of the terms of this Agreement, Agency agrees that certain of the Project costs may be eligible for reimbursement by the Agency in conformance with this Agreement. Such improvements are described in **Attachment 3** of this Agreement and as further defined below.

- Actual costs incurred by Participant for Project construction, which costs are not funded by the City, any grants or other governmental financial sources. Such costs shall not exceed TWO THOUSAND DOLLARS (\$2,000.00).

The Agency expects that the Participant will provide funds, together with certain contributed funds, if any, which will be sufficient to pay in full the costs of construction for the Project. The Agency does reserve the right to certify all Project costs prior to issuance of any Agency funds per this Agreement, to assure the reasonableness of such costs, to verify the costs incurred, and to assure such expenditures by the Agency achieve the Agency’s objectives and compliance with the Law and any other applicable statutory provisions. The Agency may rely upon a schedule of values or other similar construction or engineering references to determine the reasonableness of the costs incurred. The Agency acknowledges the design and specifications of the Project.

The Agency shall reimburse Participant upon receipt of acceptance of the Project by the City of Moscow and any other state or local agencies having jurisdiction, and delivery of an itemized statement by Participant to the Agency setting forth in detail the total amount of the costs for which the Agency is responsible. Such reimbursement shall be subject to the limitation upon funding as contained herein.

The participation of Agency in the funding of the Project will be based on the verification of the costs of such improvements. Agency must be satisfied that the cost of such improvements is reasonable given the market conditions and usual and customary costs for the Project improvements. Such costs must be reasonable in light of the costs normally encountered for such development.

III. PROJECT IMPROVEMENT AND AGENCY'S PARTICIPATION

A. Project Improvements by Participant.

Participant represents that the Project will fully comply with the Urban Renewal Plan, the "Project Design Diagram" attached to this Agreement as **Attachment 1**, the "Description of the Project" attached to this Agreement as **Attachment 2**, and with requirements of City.

B. Cost of Construction

The cost of the Project improvements shall be borne by the Participant. Certain of the Project costs may be eligible for reimbursement by the Agency in conformance with this Agreement.

C. Agency, City, and Other Governmental Agency Permits

Participant shall, at Participant's own expense, secure or cause to be secured any and all permits or approvals which may be required by Agency, City, or any other governmental agency relative to Project construction.

D. Improvements by the Agency

As a result of the proposed Project, there will be improved infrastructure, which will consist of public improvements contained and contemplated in the "Project Design Diagram" (**Attachment 1**) and the "Description of the Project," (**Attachment 2**), including, but not limited to: landscape installation within the public right-of-way.

Agency specifically finds and determines that the improvements are directly related to public facilities and when constructed will provide a higher quality of development that should assist Agency in achieving redevelopment of other properties adjacent to the Site, and meeting the objectives of the Urban Renewal Plan. Because of Participant's improvements to the real property located at 828 West Pullman Road Moscow, Idaho, which achieves several of the objectives contained within the Urban Renewal Plan, Agency finds that a portion of the Project improvements may be funded by the Agency. Agency finds that the Project is in the best public interest and provides for enhanced development of adjacent properties within the Project Area.

E. Indemnification

Participant shall indemnify and hold Agency, City, and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section 204 as “claim”), which may be imposed upon or incurred by or asserted against Agency, City, or their respective officers, agents, and employees by reason of any of the following occurrences during the term of this Agreement; provided, however, Participant shall have no obligation to indemnify and hold Agency or City, respectively, and their respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or City, respectively, or their respective officers, agents, or employees including, but not limited to:

1. Any negligence on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
2. Any accident, injury, or damage to any person or property occurring in, on, or about the site or any part thereof; or
3. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part; or

In case any claim, action or proceeding is brought against Agency, City, or their respective officers, agents, and employees by reason of any such claim, Participant, upon written notice from Agency or City, shall, at Participant’s expense, resist or defend such claim, action or proceeding.

F. Antidiscrimination during Construction

The Participant, for itself and its successors and assigns, agrees that in pursuit and construction of the Project provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, age, color, creed, religion, sex, marital status, ancestry, or national origin.

G. Approvals

Participant shall be responsible for obtaining any required the approvals of the City or any other state or local agency having jurisdiction, for the construction of the Project. Participant shall keep Agency advised of the status of the approval process and shall advise Agency immediately if any such approvals shall effect the scope and purpose of this Agreement. The Project shall be designed, constructed, and installed in keeping with all applicable City standards.

H. Proof of Agency Financing

Agency's funding mechanism for its financial participation in Project shall be by way of reimbursement payment upon completion and acceptance of the Project and verification of actual costs. Participant has agreed to fund the initial cost of the Project through its independent resources and/or financing.

I. Cost Certification, Agency Verification, and Agency Participation

1. Cost Certification

When the Project improvements have been accepted by the City of Moscow and any other state or local agency having jurisdiction, the Participant shall then submit to Agency an itemized list of Project costs Participant seeks Agency to reimburse. Such reimbursement request shall be made in the form of a Certification of Costs which shall require the Participant to certify actual costs. Agency shall review the Certification of Costs and issue a written Verification of Costs Statement to the Participant. If Agency disputes the Certification of Costs, Agency shall be responsible for the costs of submitting its response and corrected Certification of Costs to the Participant. If the Participant and Agency cannot thereafter agree upon the Certification of Costs, they shall invoke the dispute resolution process set forth in this Agreement.

2. Warranty

Participant warrants that the materials and workmanship employed in the construction of the Project shall be of good quality and shall conform to generally accepted standards within the landscape industry. Such warranty shall extend for a period of eighteen (18) months after completion of the Project and shall be independent of any other warranties required by the City of Moscow or any other state or local agency having jurisdiction. Provided, nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

3. Payment of Verified Costs

Agency shall pay only for those costs which are confirmed and verified by the Verification of Costs Statement as set forth in Subsection 1 above.

4. Amount of Participation by Agency

The exact amount of the participation by Agency shall be determined by the Verification of Costs Statement issued by Agency, provided that the total amount of participation by Agency shall not exceed **TWO THOUSAND DOLLARS (\$2,000)**.

J. Maintenance

The Participant agrees to maintain, preserve and otherwise care for the landscaping installed in accordance with this agreement for a **period of ten (10) years** following the completion of the project. Agency has no specific authority to accept maintenance responsibility of the Project improvements and that no agreement has been reached with Agency or City to accept any maintenance obligations for the Project improvements.

K. Approvals

Participant shall be responsible for obtaining the approval of the City of Moscow and any other state or local agency having jurisdiction, if required, for the installation and construction of the Project improvements. Participant shall keep Agency advised of the approval process(es) and advise Agency immediately, if any action of City or other agencies shall effect the scope and purpose of this Agreement.

The Project improvements shall be designed, constructed, and installed in keeping with all applicable City and other required standards.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Agreement to Comply with Plan

Participant agrees and covenants to comply with all other provisions and conditions of the Legacy Crossing Urban Renewal Plan for the period of time such plan is in force and effect.

B. Obligation to Refrain From Discrimination

Participant covenants and agrees for itself, its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, age, color, creed, religion, sex, marital status, handicap, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the improvements located at 828 West Pullman Road, Moscow, Idaho, nor shall the Participant or any person claiming under or through the Participant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the improvements located at 828 West Pullman Road, Moscow, Idaho.

C. Local, State and Federal Laws

Participant shall carry out the construction of the Project improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

D. Taxes

1. Taxes Generally

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on the land improvements located at 828 West Pullman Road, Moscow, Idaho. This provision or covenant shall run with the land and be binding upon Participant's successors. Except as set forth below, nothing herein contained shall be deemed to prohibit the Participant from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Participant with respect thereto; provided, such contest does not subject the land and improvements located at 828 West Pullman Road, Moscow, Idaho or any portion thereof to forfeiture or sale.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

1. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
2. The nondefaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
3. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
4. The nondefaulting Party may pursue all other remedies available by law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
5. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be

deemed extinguished. In addition, if Agency funds shall have been paid, seek reimbursement of the grant funds.

B. Legal Actions

In addition to any other rights or remedies, any party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. Venue for such legal actions is the District Court of the County of Latah, State of Idaho. The nondefaulting party may also, at its option, cure the default and sue to collect the attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

1. Applicable Law

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

2. Acceptance of Service of Process

In the event any legal action is commenced by Participant against Agency, service of process on Agency shall be made by personal service upon the Executive Director of Agency or in such other manner as may be provided by law.

In the event any legal action is commenced by Agency against Participant, service of process on Participant shall be made by personal service upon Participant or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D. Damages

If Agency or Participant defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice as contained herein. If the default is not cured or commenced to be cured by the defaulting party within forty-five (45) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

E. Specific Performance

If Agency or Participant defaults under any of the provisions of this Agreement, the nondefaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not commenced to be cured by the defaulting party within sixty (60) days of service of the notice of default, the nondefaulting Party, at the non-defaulting Party's option, may institute an action for specific performance of the terms of this Agreement or for other equitable relief.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, Partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred

therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Dispute Resolution

In the event that a dispute arises between Agency and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, 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 Idaho or the surrounding region or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

J. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency); or any other causes beyond the control or without the fault of the Party claiming an extension of time to

perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

K. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Project.

L. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Owner Participation Agreement are made a part hereof by this reference.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement comprises pages 1 through 32, inclusive, and **Attachments 1 through 3**, inclusive, incorporated herein by reference, which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

IX. EFFECTIVE DATE

The effective date of this Agreement shall be the date when this Agreement has been signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

DATED this ____ day of _____, 2015.

Moscow Urban Renewal Agency (“Agency”)

By _____
Steve McGeehan, Chair

Potlatch Federal Credit Union (“Participant”)

By _____
Chris Loeth, President and CEO

DRAFT

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Latah)

On this _____ day of _____, 2015, before me, _____, the undersigned notary public in and for said county and state, personally appeared Steve McGeehan, known or identified to me to be the Chair of the Moscow Urban Renewal Agency, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that the governing board of such Agency authorized executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Residing at _____
Commission Expires _____

STATE OF _____)
) ss.
County of Latah)

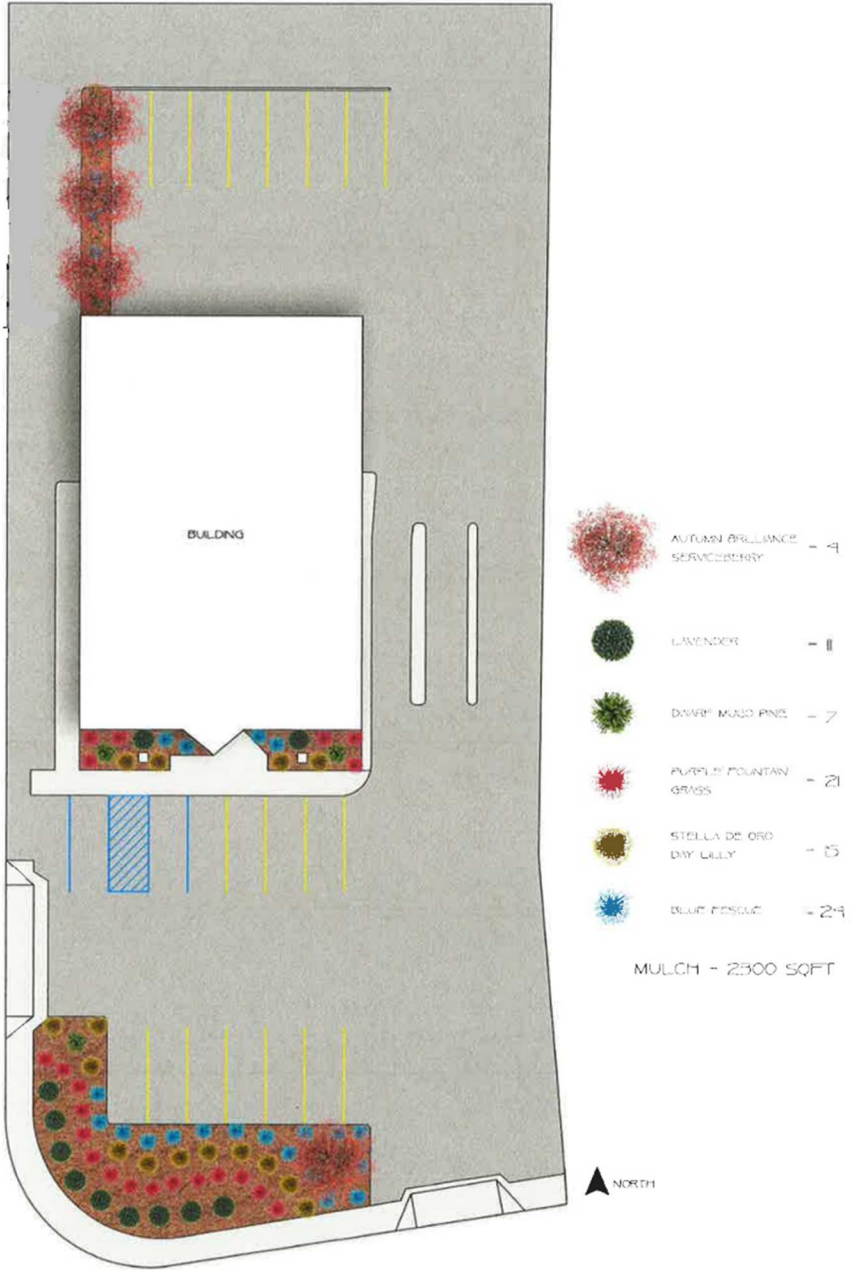
On this _____ day of _____, 2015, before me, _____, the undersigned notary public in and for said county and state, personally appeared Chris Loseth, known or identified to me to be President and CEO of Potlatch Federal Credit Union, an Idaho limited liability company, and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Residing at _____
Commission Expires _____


Attachment 1 Project Design Diagram

	Raindrop Sprinklers Mailing Address: P.O. Box 6025 Moscow, ID 83848 Shipping Address: 5952 Airport Rd. Pullman, WA 99163	DRAWN BY: NICHOLAS PENTICO	OPTION: <div style="font-size: 2em; text-align: center;">2</div>
		SCALE: 1" = 20' - 0"	
		DATE: 10/11/2015	



POTLATCH NO. 1 FEDERAL CREDIT UNION

Attachment 2 Project Description

<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <h3>Proposal</h3> <p>Raindrop Sprinklers LLC P.O. Box 8096 Moscow ID 83843 509-872-2255</p> </div> <div style="text-align: right;">  </div> </div>	
Proposal Submitted to	Work To Be Performed At
Name Mark Rogers/Potlatch Federal Credit Union Street Moscow/ Pullman Highway City Moscow, Id Telephone Number _____	Date of plan: 10-15-15
<p>We hereby propose to furnish all the following materials and perform all the labor necessary for the completion of</p> <p><u>Automatic sprinkler system using: \$1,850.00</u></p> <p><u>Rainbird U.L. approved automatic timer</u></p> <p><u>Double check back flow assembly prevention valve/ Idaho, Washington code</u></p> <p><u>NSF grade PVC and poly underground pipe – 200 and 100 psi</u></p> <p><u>Rainbird automatic remote valves</u></p> <p><u>U.L. approved direct burial wiring</u></p> <p><u>Estimate includes watering all areas specified in initial consultation</u></p> <p><u>Installation of Shrubs, Landscaping fabric, and Cobblestone rock as per design</u></p> <p><u>Trenches to be dug by Contractor but sleeving to be provided by Raindrop Sprinklers</u></p> <p><u>All grading to be within 1" of final grade, to be done by contractor</u></p> <p><u>One full year guarantee –excludes abuse, acts of God, and vandalism</u></p> <p>All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:</p> <p style="text-align: right;">Dollars \$9,650.00</p> <p>Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by _____ <u>Contractor</u></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Respectfully submitted _____</div> <div><u>Raindrop Sprinklers</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Per _____</div> <div><u>Matt Decker</u></div> </div> <p><small>Note - This proposal may be withdrawn by us if not submitted within <u>60</u> Days 1/3 down payment requested at time of signed contract</small></p>	
ACCEPTANCE OF PROPOSAL	
<p>The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. payment will be made as outlined above.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature _____</div> <div>Date _____</div> </div>	

**MOSCOW URBAN RENEWAL AGENCY
RESOLUTION NO. 2015 –**

A RESOLUTION OF THE MOSCOW URBAN RENEWAL AGENCY, AUTHORIZING THE APPROVAL AND ACCEPTANCE OF AN DEVELOPMENT AGREEMENT AND RELATED PROMISSORY NOTE BY AND BETWEEN THE MOSCOW URBAN RENEWAL AGENCY AND POTLATCH FEDERAL CREDIT UNION FOR PUBLIC IMPROVEMENTS TO THE PUBLIC RIGHT-OF-WAY ADJACENT TO 828 WEST PULLMAN ROAD, MOSCOW, IDAHO; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Moscow Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency for Moscow, Idaho, (hereinafter referred to as the “Agency”):

WHEREAS, the Moscow City Council adopted its Ordinance No. 2008-10 on June 2, 2008, approving the Legacy Crossing Urban Renewal District Redevelopment Plan (hereinafter the “Urban Renewal Plan”); and

WHEREAS, Section 504 of the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan; and

WHEREAS, Potlatch Federal Credit Union owns and controls the real property located at 828 West Pullman Road, Moscow, Idaho; and

WHEREAS, the public right-of-way adjacent to 828 West Pullman Road is in poor aesthetic condition and does not contribute to the beauty and appearance of the community; and

WHEREAS, The Moscow Urban Renewal Agency and Potlatch Federal Credit Union, desire to make landscape improvements to said public right-of-way, including, but not limited to the removal of asphalt paving, soil conditioning, tree and shrub planting, irrigation installation, and decorative rock placement; and

WHEREAS, Potlatch Federal Credit Union has finalized a landscape plan for improvements to the public right-of-way, which have been approved by the City of Moscow (hereinafter the “Project Plan”); and

WHEREAS, the Project Plan estimates that \$2,000 will be required to construct the portion of the project shown in the Project Plan that is located within the public right-of-way; and

WHEREAS, Potlatch Federal Credit Union has agreed to construct the Project in accordance with the Project Plan; and

WHEREAS, the Project implements several objectives outlined in the Legacy Crossing Urban Renewal Plan;

WHEREAS, the Legacy Crossing Urban Renewal Plan directs that a percentage of annual revenues shall be allocated toward funding landscape and open space development, pedestrian scale lighting, signage and way-finding amenities and street furniture; and

WHEREAS, Section 303 of the Urban Renewal Plan authorizes Agency to enter into agreements to implement the Urban Renewal Plan;

WHEREAS, as a result of Potlatch Federal Credit Union's commitment to proceed with the Project improvements and the Agency's commitment to contribute to the Project in compliance with the Urban Renewal Plan, the parties deem it necessary to enter into Development Agreement to define their respective obligations;

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

Section 1. The Chair of the Moscow Urban Renewal Agency is hereby authorized to enter into a Development Agreement with Potlatch Federal Credit Union in order to complete the public improvements to the right-of-way adjacent to 828 West Pullman Road, Moscow, Idaho.

Section 2. The Moscow Urban Renewal Agency will contribute up to TWO THOUSAND DOLLARS (\$2,000) in certified costs expended for the construction of the Project.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Moscow Urban Renewal Agency, this _____ day of November, 2015.

Steve McGeehan, Chair

ATTEST:

Don Palmer, Treasurer



To Whom It May Concern:

We would like to request an amendment to the ENA Schedule of Performance for an extension. We request to move the date for the submittal of information to the appraiser to November 12th, 2015.

Sincerely,

George E. Skandalos
Chef/Owner
Sangria Grille
(208) 596-0604
george@sangriagrille.com

EXHIBIT B

SCHEDULE OF PERFORMANCE - AMENDED

ACTION

DATE

1. Deposit. The Developer shall deliver the Deposit to the Agency. No later than April 22, 2015.
2. Submittal of Information to Appraiser. Developer shall submit all the required information to Agency for use in considering Developer's proposed development. No later than ~~November 12~~, 2015.
3. Completion of Reuse Appraisal. Agency appraiser shall complete the reuse appraisal. No later than December 1, 2015.
4. Submittal of Draft Disposition and Development Agreement (DDA). The Agency staff and Developer shall have completed a draft DDA in a sufficiently final form to permit review by the Agency Board and to proceed through the required notice and hearing process. No later than January 1, 2016.
5. DDA Consideration. The Agency Board shall consider and approve if appropriate the DDA. No later than February 1, 2016.

Deleted: October 1

4846-9577-7570, v. 2