



Meeting Agenda: Thursday, December 4, 2025, 7:30 a.m.

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

1. **Consent Agenda (A)** - Any item will be removed from the consent agenda at the request of a member of the Board and that item will be considered separately later.
  - A. Minutes from October 16, 2025
  - B. October 2025 Payables
  - C. October 2025 Financials

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

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.

3. **Preliminary Discussion - Request for Proposals for on Sixth and Jackson Property (A) - Cody Riddle**  
Staff will lead a discussion regarding the preparation and timeline for issuing a Request for Proposals (RFP) for the Agency's property at Sixth and Jackson Streets. A copy of the 2023 RFP is included in the packet for discussion purposes.

**ACTION:** Review materials and provide direction as deemed appropriate.

4. **General Agency Updates – Cody Riddle**

- The next regular meeting of the Urban Renewal Agency is scheduled for December 18, 2025.
- Bill Belknap will serve as Executive Director on an interim basis.
- Update on off-site monitoring wells.

**NOTICE:** It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at [adacoordinator@ci.moscow.id.us](mailto:adacoordinator@ci.moscow.id.us) at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.



## Meeting Minutes: Thursday, October 16, 2025, 7:30 a.m.

City of Moscow Council Chambers • 206 E 3<sup>rd</sup> Street • Moscow, ID 83843

Commissioners Present	Commissioners Absent	Staff in Attendance
Steve McGeehan, Chair (remote)	Drew Davis	Cody Riddle, Executive Director
Mark Beauchamp (remote)	Alison Tompkins	Jennifer Fleischman, Clerk
Sandra Kelly	Nancy Tribble	Renee Tack, Treasurer
Tom Lamar (remote)		

McGeehan called the meeting to order at 7:32 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 September 25, 2025
- B. September 2025 Payables
- C. September 2025 Financials

Kelly moved for approval of the consent agenda as presented, seconded by Lamar. 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 offered.

### 3. General Agency Updates – Cody Riddle

- *The next regular meeting of the Urban Renewal Agency is scheduled for November 6, 2025.*
- *General Agency Business*

The meeting adjourned at 7:34 a.m.

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Steve McGeehan, Agency Chair

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Date



**Balance Sheet**  
**October 31, 2025**

	<b>Total Funds</b>
<b>ASSETS</b>	
Cash	13,172
Investments - LGIP	4,556,777
Investments-Zions Debt Reserve	44,633
Other Assets	5,260
Land	679,420
<b>Total Assets</b>	<b><u>\$ 5,299,261</u></b>
<b>LIABILITIES</b>	
Series 2010 Bond - due within one year	40,000
Latah County payback agreement - due within one year	10,000
Series 2010 Bond - due after one year	42,000
Latah County payback agreement - due after one year	59,537
<b>Total Liabilities</b>	<b><u>151,537</u></b>
<b>FUND BALANCES</b>	
Net Investment in Capital Assets	597,420
Restricted Fund Balance	44,312
Unrestricted Fund Balance	4,505,992
<b>Total Fund Balance</b>	<b><u>5,147,724</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 5,299,261</u></b>

October-25  
Checks by Date



Check Number	Vendor	Description	Check Date	Check Amount
5013	ICRMP 18013-2026-1	ICRMP ICRMP Membership FY26 full year payment	10/01/2025	2,638.00
Total for Check Number 5013:				<u>2,638.00</u>
5014	UREDEV M16004-FY26	Redevelopment Association of Idaho Membership & Legislative FY26	10/01/2025	2,600.00
Total for Check Number 5014:				<u>2,600.00</u>
5015	UCITYMOS 2500002886	City of Moscow City Admin Fees Oct'25	10/08/2025	5,039.75
Total for Check Number 5015:				<u>5,039.75</u>
5016	UAVISTA 1563734669-10212025	Avista Utilities Sept '25 Electric for 6th & Jackson	10/08/2025	20.60
Total for Check Number 5016:				<u>20.60</u>
5017	UCITYMOS 115911-09302025	City of Moscow Sept'25 Utilities 6th & Jackson	10/08/2025	342.28
Total for Check Number 5017:				<u>342.28</u>
5018	UNORTHC 461698	Patrick Brian O'Connell 6th & Jackson - Tree Installation	10/29/2025	3,409.00
Total for Check Number 5018:				<u>3,409.00</u>
<b>Total bills for October 2025:</b>				<b>\$ 14,049.63</b>

October 2025

Accounts Payable Checks for Approval



Check	Check Date	Fund Name	Vendor	Void	Amount
5013	10/01/2025	Moscow Urban Renewal Agency	ICRMP		2,638.00
5014	10/01/2025	Moscow Urban Renewal Agency	Redevelopment Association of Idaho		2,600.00
5015	10/08/2025	Moscow Urban Renewal Agency	City of Moscow		5,039.75
5016	10/08/2025	Moscow Urban Renewal Agency	Avista Utilities		20.60
5017	10/08/2025	Moscow Urban Renewal Agency	City of Moscow		342.28
5018	10/29/2025	Moscow Urban Renewal Agency	Patrick Brian O'Connell		<u>3,409.00</u>
Report Total:					<u>14,049.63</u>

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Steve McGeehan, Chairperson

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Cody Riddle, Executive Director

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

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Renee Tack, Treasurer

General Ledger  
Expense vs. Budget

October-25



Account	Description	Amended		Period Amt	End Bal	Variance	% Budget Used
		Budget					
URA General Fund							
890-880-642-00	Administrative Services	\$ 60,477.00	\$ 5,039.75	\$ 5,039.75	\$ 5,039.75	\$ 55,437.25	8.33%
890-880-642-15	Professional Services-Other	\$ 5,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,400.00	52.00%
890-880-642-20	Professional Services-Auditing	\$ 6,200.00	\$ -	\$ -	\$ -	\$ 6,200.00	0.00%
890-880-642-89	Professional Services	\$ 557.00	\$ -	\$ -	\$ -	\$ 557.00	0.00%
890-880-644-10	Advertising & Publishing	\$ 530.00	\$ -	\$ -	\$ -	\$ 530.00	0.00%
890-880-668-10	Liability Insurance-General	\$ 2,730.00	\$ 2,638.00	\$ 2,638.00	\$ 2,638.00	\$ 92.00	96.63%
	Contractual	\$ 75,494.00	\$ 10,277.75	\$ 10,277.75	\$ 10,277.75	\$ 65,216.25	13.61%
890-880-631-10	Postage Expense	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	0.00%
890-880-631-20	Printing and Binding	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	0.00%
890-880-647-10	Travel & Meetings-General	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	0.00%
890-880-649-10	Professional Development	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	0.00%
890-880-669-10	Misc. Expense-General	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	0.00%
	Commodities	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	0.00%
	URA General Fund - Total	\$ 77,494.00	\$ 10,277.75	\$ 10,277.75	\$ 10,277.75	\$ 67,216.25	13.26%
URA Legacy District							
890-895-642-10	Professional Services-Legacy	\$ 5,464.00	\$ -	\$ -	\$ -	\$ 5,464.00	0.00%
890-895-642-12	Land Sale Expense-Legacy	\$ 2,185.00	\$ -	\$ -	\$ -	\$ 2,185.00	0.00%
890-895-644-10	Ad. & Marketing Expense-Legacy	\$ 1,093.00	\$ -	\$ -	\$ -	\$ 1,093.00	0.00%
	Contractual	\$ 8,742.00	\$ -	\$ -	\$ -	\$ 8,742.00	0.00%
890-895-647-10	Travel & Meetings-Legacy	\$ 546.00	\$ -	\$ -	\$ -	\$ 546.00	0.00%
890-895-652-10	Heat, Lights & Utilities	\$ 4,917.00	\$ -	\$ -	\$ -	\$ 4,917.00	0.00%
890-892-658-10	Repair & Maintenance	\$ -	\$ 3,409.00	\$ 3,409.00	\$ 3,409.00	\$ (3,409.00)	NA
890-895-658-51	Development Participation	\$ 1,208,500.00	\$ -	\$ -	\$ -	\$ 1,208,500.00	0.00%
890-895-669-10	Misc. Expense-Legacy	\$ 546.00	\$ -	\$ -	\$ -	\$ 546.00	0.00%
890-895-675-00	Fiscal Agent Trustee fees	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	0.00%

General Ledger  
Expense vs. Budget

October-25



Account	Description	Amended					Variance	% Budget Used
		Budget	Period Amt	End Bal				
890-895-676-15	Latah County Reimb. Agreement	\$ 10,000.00	\$ -	\$ -	\$		10,000.00	0.00%
890-895-676-17	Owner Participation Agreements	\$ 46,500.00	\$ -	\$ -	\$		46,500.00	0.00%
	Commodities	\$ 1,272,509.00	\$ 3,409.00	\$ 3,409.00	\$		1,269,100.00	0.27%
890-895-890-00	Transfer To: General Fund	\$ 77,494.00	\$ -	\$ -	\$		77,494.00	0.00%
	Transfers To	\$ 77,494.00	\$ -	\$ -	\$		77,494.00	0.00%
890-895-900-11	Contingency - Legacy	\$ 15,000.00	\$ -	\$ -	\$		15,000.00	0.00%
	Contingency	\$ 15,000.00	\$ -	\$ -	\$		15,000.00	0.00%
	URA Legacy District - Total	\$ 1,373,745.00	\$ 3,409.00	\$ 3,409.00	\$		1,370,336.00	0.25%
890-892-790-01	Bond Principal - Legacy	\$ 40,000.00	\$ -	\$ -	\$		40,000.00	0.00%
890-892-791-01	Bond Interest - Legacy	\$ 3,600.00	\$ -	\$ -	\$		3,600.00	0.00%
	Debt Service - Total	\$ 43,600.00	\$ -	\$ -	\$		43,600.00	0.00%
890-892-990-01	Ending Fund Bal - Assigned	\$ 3,426,999.00	\$ -	\$ -	\$		3,426,999.00	0.00%
890-892-990-05	Ending Fund Bal - Restricted	\$ 49,752.00	\$ -	\$ -	\$		49,752.00	0.00%
890-899-990-00	Ending Fund Bal - Unassigned	\$ 592,680.00	\$ -	\$ -	\$		592,680.00	0.00%
	Ending Fund Balance - Total	\$ 4,069,431.00	\$ -	\$ -	\$		4,069,431.00	0.00%
TOTAL	Moscow Urban Renewal Agency	\$ 5,564,270.00	\$ 13,686.75	\$ 13,686.75	\$		5,550,583.25	0.25%

General Ledger  
Revenue Analysis

October 2025



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Variance	Uncollected Bal	% Avail/Uncollect	% Received
890	<b>Moscow Urban Renewal Agency</b>							
890-000-410-01	Property Taxes - Legacy	\$ 1,009,400.00	\$ -	\$ 1,009,400.00	\$ 1,009,400.00	\$ 1,009,400.00	100.00%	0.00%
890-000-471-00	Investment Earnings	\$ 110,000.00	\$ 0.24	\$ 0.24	\$ 109,999.76	\$ 109,999.76	100.00%	0.00%
890-000-478-11	Sale of Land - Legacy	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	100.00%	0.00%
890-000-498-96	Transfer In: Legacy	\$ 77,494.00	\$ -	\$ 77,494.00	\$ 77,494.00	\$ 77,494.00	100.00%	0.00%
890	<b>Moscow Urban Renewal Agency</b>	<b>\$ 1,296,894.00</b>	<b>\$ 0.24</b>	<b>\$ 0.24</b>	<b>\$ 1,296,893.76</b>	<b>\$ 1,296,893.76</b>	<b>100.00%</b>	<b>0.00%</b>
<b>Revenue Total</b>		<b>\$ 1,296,894.00</b>	<b>\$ 0.24</b>	<b>\$ 0.24</b>	<b>\$ 1,296,893.76</b>	<b>\$ 1,296,893.76</b>	<b>100.00%</b>	<b>0.00%</b>

# 2023 RFP-For Discussion Purposes Only

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

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

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

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

### **Project Summary:**

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

#### North Parcel

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

#### South Parcel

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

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

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

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

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

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

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

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

and incorporate entertainment and/or eating and drinking establishments and residential and/or hospitality uses that will create energy and excitement and activate this key location.

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

## Submittal Requirements

All responses to this RFP shall include the following items:

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

One printed and one digital copy of the proposal, including the executed release documents, should be submitted to the MURA in care of Cody Riddle, Executive Director, 504 S. Washington Street, Moscow, Idaho, 83843. All proposals shall be clearly marked “Legacy Crossing Development Proposal.” Proposals may be received at any time during regular business hours (8:00 A.M. through 5:00 P.M. Monday through Friday, except holidays). No facsimile or e-mail delivery will be accepted.

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

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

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

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

**Selection Process:** The MURA's decision will be informed by a recommendation from staff, as well as a subcommittee of community members selected by the MURA Board. The Board may elect to invite one or more development teams to provide a presentation prior to final selection.

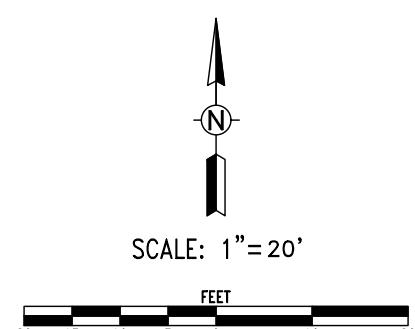
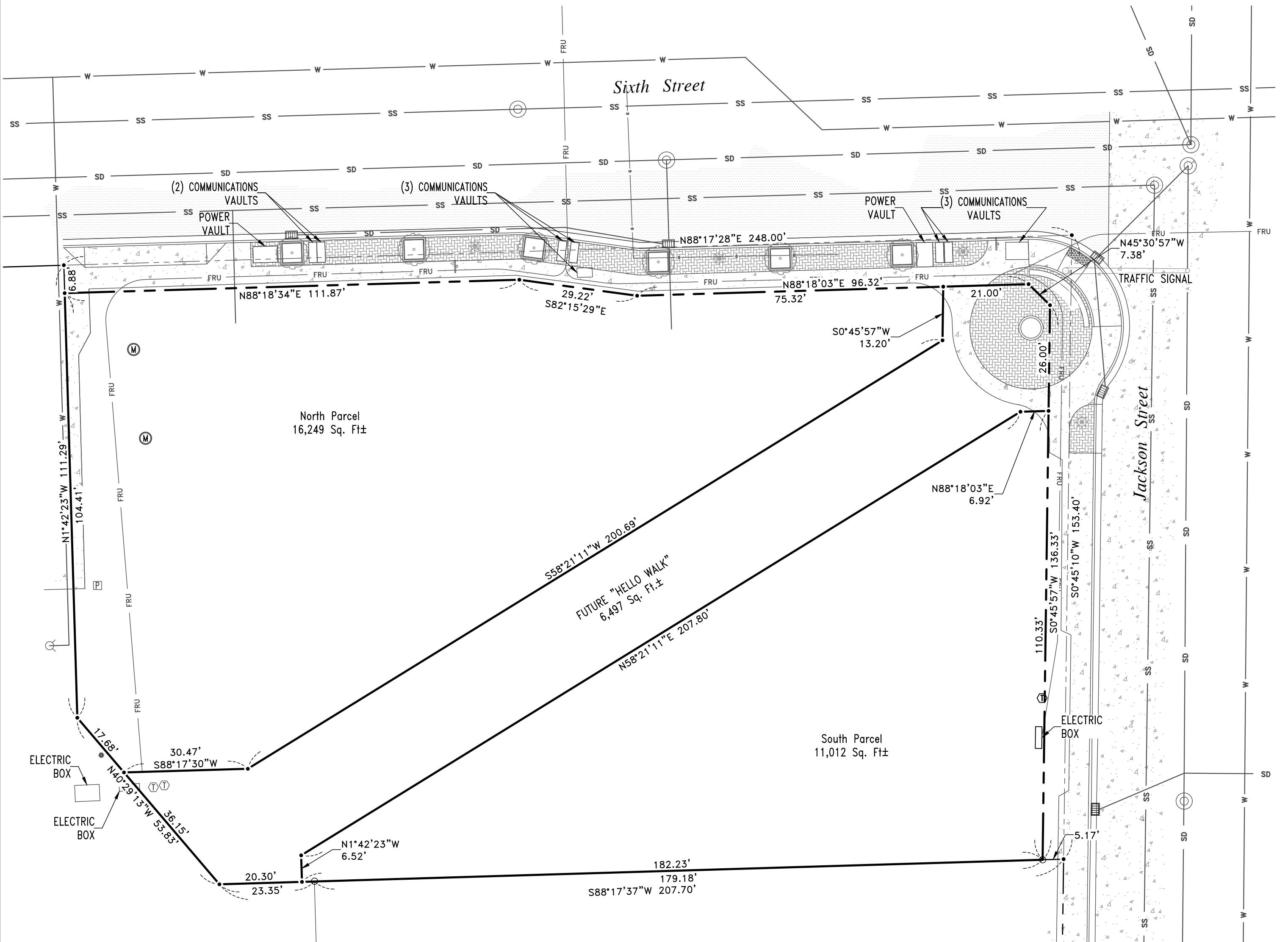
**Target Dates and Timelines:**

○ RFP issued	1-14-23
○ Notice published	1-14-23
	1-21-23
	1-28-23
○ <b>Proposals due to MURA by 5:00 PM Local Time</b>	<b>3-24-23</b>
○ Review of proposals completed by MURA (est.)	4-20-23
○ Execution of Exclusive Negotiation Agreement (ENA) (est.)	5-19-23
○ Execution of DDA (est.)	7-21-23

- **Other Information:** All questions regarding this RFP should be directed to the Executive Director by email at [criddle@ci.moscow.id.us](mailto:criddle@ci.moscow.id.us). Only written responses from the MURA will be deemed official responses.
- **MURA Discretion and Authority:** MURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the Legacy Crossing Plan, or it may proceed with further selection processes, or it may reject any and all submissions. MURA will determine, from the information submitted in the responses, the developer(s) most qualified to meet the stated duties as evaluated under the criteria set forth herein. Final selection will be made by the MURA Board.

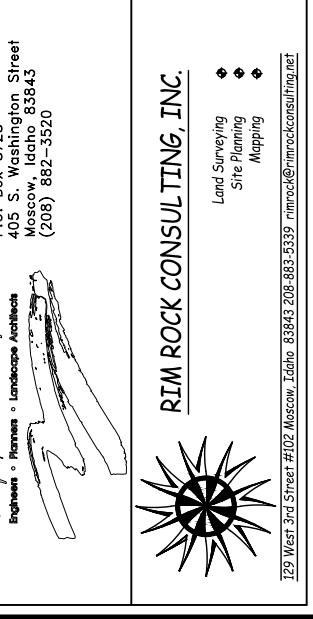
The issuance of this RFP and the receipt and evaluation of submissions does not obligate the MURA to select a developer and/or enter into the Exclusive Right to Negotiate Agreement. Submissions do not constitute business terms under any eventual Exclusive Right to Negotiate Agreement. The MURA will not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

## Exhibit 'A'



Drafted by:	SW
Checked by:	MT
File Name:	3928.Exhibit.dwg
Tab:	EXIST
Plot Style	OCE.ctb
Project:	30-- Mo Yr
Date:	5/30/18

**PRELIMINARY  
NOT FOR  
RECORDING**



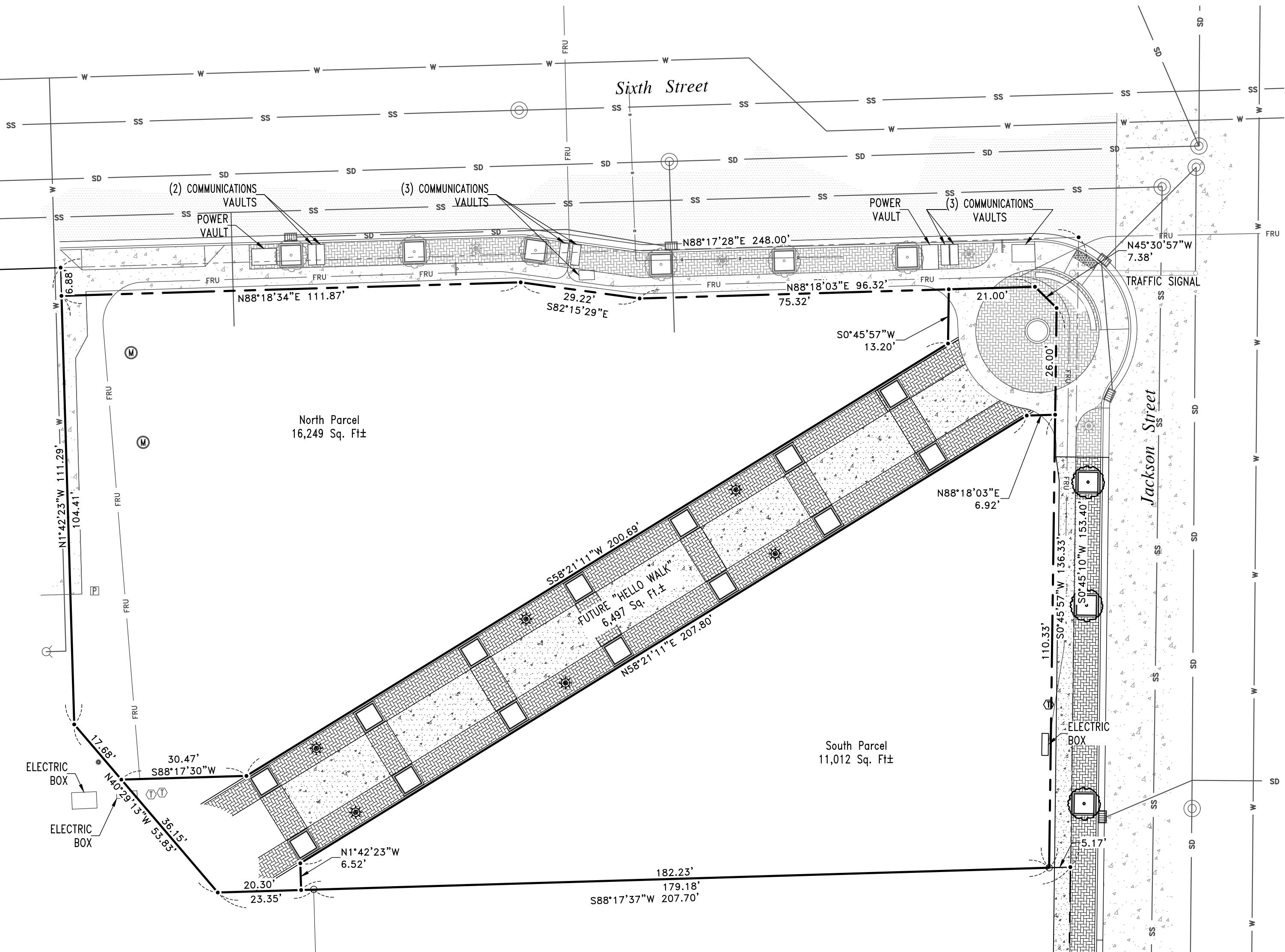


Exhibit Drawing – with Proposed Improvements  
City of Moscow – 6th Street Property  
Latah County, Idaho

Drafted by:	SW
Checked by:	MT
File Name:	3928.Exhibit.dwg
Tab:	FUTURE
Plot Style	OCE.ctb
Project:	30-- Mo Yr
Date:	5/30/18

2 of 2

**PRELIMINARY  
NOT FOR  
RECORDING**

RIM ROCK CONSULTING, INC.  
Land Surveying  
Site Surveying  
Mapping  
P.O. Box 8725  
Moscow, Idaho 83843  
(208) 882-3520  
169 West 3rd Street, Suite 100, Moscow, Idaho 83843 208.883.5339 [www.rimrockconsulting.com](http://www.rimrockconsulting.com)

## RELEASE, WAIVER AND INDEMNITY AGREEMENT

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

### A. Discretion of City and MURA

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

1. Modify or suspend any and all aspects of the process for the Request for Proposals (hereinafter "RFP") seeking interested developers for the two (2) undeveloped parcels (Parcels) located at the southwest corner of the intersection of Sixth Street and Jackson Street in Moscow, Idaho, pursuant to the Legacy Crossing Urban Renewal District Redevelopment Plan of June 2, 2008 (hereinafter "Project")
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MURA's RFP (any such person, entity, or group so responding is, for convenience, hereinafter referred to as "Developer"), and to ascertain the depth of Developer's capability and desire to purchase and/or lease and develop the property expeditiously, and in any and all other respects, to meet with and consult with any or any other person, entity, or group;
3. Waive any formalities or defects as to form, procedure, or content with respect to its RFP and any responses by any Developer thereto, herein referred to as Submissions of Interest ("SOI");
4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Developer over another; and
5. Accept or reject all or any part of any materials, drawings, plans, implementation programs, schedules, phasings, and proposals or statements, including, but not limited to, the nature and type of development.

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

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

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

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

For purposes of this section, the terms "MURA," and "City" include their respective commissioners, appointed and elected officials, members, officers, employees, agents, selection committee, volunteers, successors, and assigns; the terms "MURA property," or "City property" include property which is the subject of the RFP and all other property of MURA and City, real, personal, or of any other kind or character; the terms "claim or claims" include any and all protests, rights, remedies, interest, objections, claims, demands, actions, or causes of actions, of every kind or character whatsoever, in law or equity, for money or otherwise including, but not limited to, claims for injury, loss, expense, or damage, claims to property, real or personal, or rights or interests therein, and claims to contract or development rights or development interests of any kind or character, in any MURA and/or City property, or claims which might be asserted against to cloud title to MURA or City property. The words "Developer or Developers" shall include any person, entity, or group responding to MURA's RFP.

**C. Hold Harmless and Indemnity**

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

## Interested Developer

Date:

## ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
COUNTY OF LATAH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me,  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared  
\_\_\_\_\_, known or identified to me (or proved to me on the oath of  
\_\_\_\_\_) to be the \_\_\_\_\_ of \_\_\_\_\_, an  
\_\_\_\_\_, the entity that executed the instrument or the person  
who executed the instrument on behalf of said entity and acknowledged to me that such entity  
executed the same.

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