



Agenda: Thursday, May 17, 2018, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3<sup>rd</sup> 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 April 19, 2018
  - B. April 2018 Payables
  - C. April 2018 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. **Sangria Legacy LLC Notice of Termination of Development and Disposition Agreement – Bill Belknap**

On May 1, 2018, Staff received a letter from Sangria Legacy LLC notifying the Agency that they have concluded, after extensive efforts at considerable cost, that in light of the recent rapidly escalating construction costs within the market it is not economically nor financially feasible to proceed with their proposed project, and are therefore terminating their continued participation in development of the property. Per the approved Disposition and Development Agreement (DDA), termination at this stage of the development process entitles Sangria to a refund of their initial deposit amount of \$5,000. Staff is seeking formal Board acceptance of Sangria's letter of termination and authorization of release of their deposit.

**ACTIONS:** Accept Sangria's letter of termination and authorization of release of the Sangria's deposit; or take other action as deemed appropriate.

5. **Discussion Regarding Sixth and Jackson Property– Bill Belknap**

In light of Sangria's termination of the Development and Disposition Agreement for the Sixth and Jackson property, Staff wishes to begin a discussion regarding how the Board would like to proceed with the property. In 2010 the Agency acquired the property for the purpose of facilitating the development of Hello Walk, and at that time the Board discussed that there may be remnant triangles of property that could be sold for private development to help fund the property acquisition. Staff is recommending the Board consider retaining the property necessary for the development of Hello Walk, and issue two separate Requests for Proposals (RFPs) to solicit private development interest in the remnant parcels. This would be consistent with the Agency's original intent with the property and ensure that Hello Walk is developed as envisioned by the community. If the Board decides to proceed in this manner, Staff is also recommending the Agency engage Palouse Commercial, under our existing commercial real estate services agreement, to provide marketing services to directly market the RFP

to development interests within the region. Palouse Commercial will provided a proposed scope of work and cost for the Board's consideration.

**ACTIONS:** Receive report and provide staff with further direction; or take other action as deemed appropriate.

**6. South Main Pedestrian Underpass Project Feasibility Study Proposal – Bill Belknap**

The MURA and City have recently completed a floodplain assessment work in the vicinity of the south couplet. During the assessment process, the City Council expressed interest in exploring the construction of a pedestrian underpass of South Main/U.S. 95 using the existing bridge structure in a similar fashion to the underpass that will be constructed this summer under State Highway 8 at the Styner/White intersection. A pedestrian underpass of South Main/U.S. 95 would significantly improve pedestrian connectivity and safety within the Legacy Crossing District. Staff requested Alta provide a proposal for concept design, modeling analysis, cost estimate, and wetland delineation within the project area. This is the same approach that was utilized with the Styner/White project which was awarded a Transportation Alternatives Program (TAP) grant to fund the underpass construction. Staff is considering utilizing the same approach with the proposed South Main underpass and potentially submitting an application in the upcoming TAP funding round anticipated to occur in December. Within the TAP program, the funding of construction projects is generally programed 3-4 years out from application and selection. The pathway routing is anticipated to cross a portion of properties currently owned by Gritman Medical Center and the University of Idaho. Staff has contacted both parties to begin discussions regarding the project and any pedestrian easements that might be required. The total cost of Alta's proposal is approximately \$14,000 and Staff is requesting that the Board consider partnering with the City to split the cost of the study equally. If approved by the Board, Staff would present the request to the City Council.

**ACTIONS:** Receive report and authorize funding of the South Main Underpass Study in the amount of \$7,000; or take other action as deemed appropriate.

**7. Thompson Development LLC Request for Environmental Assessment Participation – Bill Belknap**

In August of 2017, the Agency sponsored Thompson Development's participation within the State of Idaho Brownfield Assessment Program related to three properties currently addressed as 213 Spotswood, 225 Spotswood and 222 Troy Road which currently house a dilapidated car wash and other structures, all located within the Legacy Crossing District and just east of the South Couplet. The State's Brownfield Assessment Program funds eligible environmental assessments to promote the redevelopment of suspected brownfield sites within the State. The State's environmental contractor completed the Phase I assessment in December of 2017. The Phase I recommended conducting a Phase II assessment to determine if a heating oil tank associated with the residential building is still present upon the property, and to conduct soil sampling to ensure that the sump upon the commercial buildings is intact and no oil releases have occurred upon the property. The developer has been working with the State since December to complete the Phase II assessment but have been unable to do so and were recently notified that the State Brownfield program has run out of program funds and cannot undertake the Phase II assessment. On May 10<sup>th</sup>, Staff received a letter of request from Thompson Development seeking financial assistance from the Agency in the amount of \$5,000 to assist within completing the Phase II assessment which will estimated to cost \$7,500 to complete. The assessment work is a necessary step to facilitate the potential redevelopment of the subject property.

**ACTIONS:** Consider the request for financial assistance related to the Phase II environmental assessment and provide staff direction; or take other action as deemed appropriate.

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

- Legacy Crossing District
- Alturas District
- General Agency Business

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



Minutes: Thursday, April 19, 7:00 a.m.

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

Commissioners Present	Commissioners Absent	Also in Attendance
Steve McGeehan, Chair	Art Bettge	Bill Belknap, MURA Executive Director
Trent Bice	Steve Drown	Anne Peterson, MURA Clerk
Dave McGraw		
Ron Smith		
Brandy Sullivan		

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

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 April 5, 2018*

*B. March 2018 Payables*

*C. March 2018 Financials*

Smith moved approval, seconded by McGraw. Motion carried.

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

None.

3. **Announcements**

None.

4. **Legacy Crossing District Plan Amendment Review – Bill Belknap**

*On April 2<sup>nd</sup>, City Council approved the eligibility report and requested the Agency to proceed with the amendment of the Legacy Crossing District to include the adjacent portion of Main Street. Staff has begun the process of updating the Plan and the associated infrastructure improvement needs and financial feasibility analysis. Staff will present the preliminary draft for discussion and review.*

Belknap reviewed the steps for District formation or amendment that are required by State statute, as well as which portions of the current Legacy Crossing Plan that would need to be amended such as the boundary map, legal descriptions, and the infrastructure needs assessment. The Agency's estimated participation cost would increase about \$5 Million.

There were a few questions about which projects were new to the proposed plan. McGraw reiterated his concern about increasing the District size since the additional repairs existed when the District was created. Belknap said the change is the current Council has observed the continued deterioration and asked for Agency assistance. As a downtown business owner himself, Bice noted that Main Street is a focal point for the City but the sidewalks are in terrible condition. Sullivan thought the proposed expansion area should have been included in the first place and this is an opportunity to correct the error.

McGeehan asked if staff had received input from other downtown business owners. Belknap said he hadn't heard any concerns yet. He anticipates support and said people will have plenty of opportunity to provide input throughout the process.

The feasibility study prepared by staff is a general review of anticipated district revenues based on assumptions about growth of the base valuations, increment estimates for projects currently under construction or in the planning phase, a conservative estimate of future new development increment growth, and that levy rates will remain the same. There are a variety of funding mechanisms including OPAs, bond financing, private development or grant funding. The Agency does not intend to purchase property for future private development but reserves the right to acquire additional right-of-way or access routes, or property needed for development of public improvements and facilities.

Sullivan asked if the Agency would have the extra \$5 Million for identified improvements. Belknap there is adequate funding throughout the District to cover those expenditures, with the increment revenue expected to come from the base valuation growth. He added the Agency has an annual operational expense of about \$100,000 to cover existing OPAs, etc. The feasibility study concluded that Legacy Crossing will generate sufficient revenue to fund the identified infrastructure needs, but added that identification of need does not obligate the Agency to cover every improvement. He said it was important to remain flexible to accommodate changes in market conditions. The 5-year Capital Improvement Plan and Annual Budget processes will allow opportunities to monitor.

Next steps: Draft plan is being reviewed by Agency's legal counsel and staff is seeking input and direction from the Agency Board. Once that is all finalized it will be formally reviewed for approval by the Board, followed by City Council, P&Z will review for conformance with the Comprehensive Plan, and then Council will conduct a public hearing to consider adoption. Victoria Seever said the Agency has helped with City entryways and other "new" areas and she fully supported that "old" downtown not be forgotten.

Sullivan said the condition of Main Street fully meets the criteria for Agency assistance. She thought following the rules for expansion and being honest and transparent about why the Agency wishes to expand will make it a positive move. She added that the Agency is more established now, people understand it better, and it is currently under more stable leadership. Bice said he was surprised to learn that Main Street wasn't included previously and those in opposition during initial district creation were a vocal minority operating under several misconceptions about what a URA district would mean for them. Smith could see the benefit of the expansion and was comfortable with it. Staff was instructed to proceed.

At 8:00am, McGeehan excused himself and turned the meeting over to Sullivan.

## **5. Opportunity Zone Designation Report – Bill Belknap**

*Opportunity Zones are a new community development program established by Congress in the Tax Cuts and Jobs Act to encourage long-term investments in low-income urban and rural communities. Private investment vehicles that place 90 percent or more of their funds into an Opportunity Zone can earn tax relief on the capital gains generated through those investments and the tax benefits increase the longer investments are in place. Under the program, low-income census tracts where the poverty rate is 20 percent or greater and/or family income is less than 80 percent of the area's median income were eligible to be designated as Opportunity Zone. Under the program, each state was able to nominate a minimum of 25 total eligible census tracts but no more than 25% of the total number of eligible census tracts within the state. The City of Moscow made application for all three of the eligible census tracts in Moscow, two*

*of which covered much of the Legacy Crossing District. On March 28<sup>th</sup>, Staff was notified that Governor Otter's final nomination list to U.S. Department of Treasury included two of the three Moscow census tracts, and on April 9<sup>th</sup>, Staff received notification that the Governor's list had been approved for formal Opportunity Zone Designation. Staff intends to begin work with our commercial real estate services provider to develop a marketing and advertising effort to increase awareness of this opportunity within the City and Legacy Crossing.*

Board members had no comments or questions.

#### **6. FY2018 Budget Update – Bill Belknap**

*During the FY2018 budget development process, staff moved the two prior capital outlay line items into a new capital fund that aligned with the capital improvement plan developed in conjunction with the 2016 Strategic Plan. It was recently identified that the Agency cannot classify these expenditures as capital expenditures as the Agency does not ultimately own the improvements or property adjacent to where the public improvements are completed (with the exception of the 6<sup>th</sup> and Jackson property). This has created the need to generate a new expense line item within the Legacy Crossing Fund to record these expenditures. Staff is advising the Board of this matter and its impact on the monthly financial reports and future budget organization.*

Board members had no comments or questions.

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

- Legacy Crossing District
  - City Council agreed to fund half of the next phase of the flood study.
- Alturas District
  - None.
- General Agency Business
  - Nothing additional.

The meeting adjourned at 8:13 AM.

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Steve McGeehan, Agency Chair

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Date



**Balance Sheet**  
**April 30, 2018**

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**ASSETS**

Cash	23,657
Investments-LGIP	352,662
Investments-Zions Debt Reserve	44,361
Other assets	5,260
Land Held For Resale	531,256
Land	679,420
Total Assets	<u>\$ 1,636,616</u>

**LIABILITIES**

Deposits Payable	5,000
Series 2010 Bond - due within one year	28,000
Latah County payback agreement - due within one year	3,500
Series 2010 Bond - due after one year	319,000
Latah County payback agreement - due after one year	101,537
Total Liabilities	<u>457,037</u>

**FUND BALANCES**

Net Assets Invest. Cap Assets	332,420
Restricted Fund Balance	44,312
Unrestricted Fund Balance	858,616
Total Fund Balance	<u>1,235,348</u>

**Retained Earnings:** (55,769)

**Total Fund Balance and Retained Earnings:** 1,179,579

**Total Liabilities, Fund Balance and Retained Earnings:** \$ 1,636,616

April-18  
Checks by Date



Check Number	Vendor	Description	Check Date	Check Amount
4542	UALTASCI	Alta Science & Engineering	4/12/2018	
	A1367	6th & Jackson Sampling		1,500.00
	A1398	Paradise Creek Flood Study		2,484.90
Total for Check Number 4542:				3,984.90
4543	UAVISTA	Avista	4/12/2018	
	Jan&Feb 2018	6th & Jackson Service		100.83
Total for Check Number 4543:				100.83
4544	UCITYMOS	City of Moscow	4/12/2018	
	April 2018	City Admin Services- April 2018		3,978.42
	March 2018	City Utilities- March 2018		204.25
Total for Check Number 4544:				4,182.67
4545	UPRESNEL	Presnell Gage, PLLC	4/12/2018	
	379333	FY17 Audit Fees		4,800.00
Total for Check Number 4545:				4,800.00
4546	USWANGER	Larry Swanger	4/12/2018	
	4/12/18	203 W Third St - Limited Primmisory Note Pymt		45,048.00
Total for Check Number 4546:				45,048.00
4547	UALTASCI	Alta Science & Engineering	4/26/2018	
	18009	Well Damage Repair and Heat Tape Installation on 6th & Jackson		1,339.64
Total for Check Number 4547:				1,339.64



April-18  
Checks by Date



Check Number	Vendor	Description	Check Date	Check Amount
4548	UMOSPULD 457633	News Review Publishing Co. Public Notice Annual Report Filing	4/26/2018	23.56
Total for Check Number 4548:				23.56
4549	UROSAUER 10-1529571	Rosauers Meeting Materials	4/26/2018	6.99
Total for Check Number 4549:				6.99
Total bills for April 2018:				\$ 59,486.59

April-18  
Accounts Payable Checks for Approval



Check	Check Date	Fund Name	Vendor	Void	Amount
4542	04/12/2018	Moscow Urban Renewal Agency	Alta Science & Engineering		1,500.00
4542	04/12/2018	Moscow Urban Renewal Agency	Alta Science & Engineering		2,484.90
4543	04/12/2018	Moscow Urban Renewal Agency	Avista		100.83
4544	04/12/2018	Moscow Urban Renewal Agency	City of Moscow		3,978.42
4544	04/12/2018	Moscow Urban Renewal Agency	City of Moscow		204.25
4545	04/12/2018	Moscow Urban Renewal Agency	Presnell Gage, PLLC		4,800.00
4546	04/12/2018	Moscow Urban Renewal Agency	Larry Swanger		45,048.00
4547	04/26/2018	Moscow Urban Renewal Agency	Alta Science & Engineering		1,339.64
4548	04/26/2018	Moscow Urban Renewal Agency	News Review Publishing Co.		23.56
4549	04/26/2018	Moscow Urban Renewal Agency	Rosauers		6.99
Report Total:				<u>0.00</u>	<u>59,486.59</u>

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Steve McGeehan, Chairperson

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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Bill Belknap, Executive Director

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Brittany Gunderson, Treasurer

General Ledger  
Revenue Analysis

April 2018



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Variance	Uncollected Bal	% Avail/Uncollect	% Received
<b>890</b>	<b>Moscow Urban Renewal Agency</b>							
890-000-00-410-00	Property Taxes - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-410-01	Property Taxes - Legacy	\$ 228,980.00	\$ 3,490.07	\$ 131,596.59	\$ 97,383.41	\$ 97,383.41	42.53%	57.47%
890-000-00-431-11	EPA Clean-up Grant - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-471-00	Investment Earnings	\$ 1,000.00	\$ 569.96	\$ 3,337.87	\$ (2,337.87)	\$ (2,337.87)	-233.79%	333.79%
890-000-00-478-10	Sale of Land - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-478-11	Sale of Land - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
<b>890</b>	<b>Moscow Urban Renewal Agency</b>	<b>\$ 229,980.00</b>	<b>\$ 4,060.03</b>	<b>\$ 134,934.46</b>	<b>\$ 95,045.54</b>	<b>\$ 95,045.54</b>	<b>41.33%</b>	<b>58.67%</b>
<b>Revenue Total</b>		<b>\$ 229,980.00</b>	<b>\$ 4,060.03</b>	<b>\$ 134,934.46</b>	<b>\$ 95,045.54</b>	<b>\$ 95,045.54</b>	<b>41.33%</b>	<b>58.67%</b>

General Ledger  
Expense vs. Budget

April-18



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890	Moscow Urban Renewal Agency						
880	URA - General Agency						
890-880-10-642-00	Administrative Services	\$ 47,741.00	\$ 3,978.42	\$ 27,848.94	\$ 19,892.06	\$ 19,892.06	58.33%
890-880-10-642-10	Professional Services-Exec Dir	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-880-10-642-15	Professional Services-Other	\$ 6,000.00	\$ 1,500.00	\$ 2,350.00	\$ 3,650.00	\$ 3,650.00	39.17%
890-880-10-642-20	Professional Services-Auditing	\$ 5,000.00	\$ 4,800.00	\$ 4,800.00	\$ 200.00	\$ 200.00	96.00%
890-880-10-642-30	Professional Services-Computer	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-644-10	Marketing Expense-General	\$ 1,000.00	\$ 23.56	\$ 57.00	\$ 943.00	\$ 943.00	5.70%
890-880-10-668-10	Liability Insurance-General	\$ 1,650.00	\$ -	\$ 1,507.00	\$ 143.00	\$ 143.00	91.33%
E02	Contractual	\$ 62,391.00	\$ 10,301.98	\$ 36,562.94	\$ 25,828.06	\$ 25,828.06	58.60%
890-880-10-631-10	Postage Expense	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
890-880-10-631-20	Printing and Binding	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
890-880-10-644-15	Alturas Marketing/Maintenance	\$ 4,500.00	\$ -	\$ 900.00	\$ 3,600.00	\$ 3,600.00	20.00%
890-880-10-647-10	Travel & Meetings-General	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-649-10	Professional Development	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-669-10	Misc. Expense-General	\$ 500.00	\$ 6.99	\$ 78.37	\$ 421.63	\$ 421.63	15.67%
E03	Commodities	\$ 7,500.00	\$ 6.99	\$ 978.37	\$ 6,521.63	\$ 6,521.63	13.04%
880	URA - General Agency	\$ 69,891.00	\$ 10,308.97	\$ 37,541.31	\$ 32,349.69	\$ 32,349.69	53.71%

General Ledger  
Expense vs. Budget

April-18



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890	Urban Renewal Agency						
890-890-10-642-10	Professional Services-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-642-12	Land Sale Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-644-10	Marketing Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E02	Contractual	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-647-10	Travel & Meetings-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-658-10	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-669-10	Misc. Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E03	Commodities	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-770-73	Improvements-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-800-00	Termination Plan	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E20	Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-699-74	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-699-99	Amortization Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E81	Depreciation & Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger  
Expense vs. Budget

April-18



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890-890-10-900-01	Contingency - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E90	Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890	Urban Renewal Agency	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
895	URA - Legacy Crossing						
890-895-10-642-10	Professional Services-Legacy	\$ 10,000.00	\$ 3,824.54	\$ 18,433.94	\$ (8,433.94)	\$ (8,433.94)	184.34%
890-895-10-642-12	Land Sale Expense-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-644-10	Marketing Expense-Legacy	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
E02	Contractual	\$ 12,000.00	\$ 3,824.54	\$ 18,433.94	\$ (6,433.94)	\$ (6,433.94)	153.62%
890-895-10-647-10	Travel & Meetings-Legacy	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-895-10-652-10	Heat, Lights & Utilities	\$ 2,000.00	\$ 305.08	\$ 1,447.49	\$ 552.51	\$ 552.51	72.37%
890-895-10-658-10	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-658-51	Development Participation	\$ -	\$ -	\$ 63,753.63	\$ (63,753.63)	\$ (63,753.63)	0.00%
890-895-10-669-10	Misc. Expense-Legacy	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-895-10-675-00	Fiscal Agent Trustee fees	\$ 1,750.00	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	0.00%
890-895-10-676-15	Latah County Reimb. Agreement	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	100.00%
890-895-10-676-17	Jackson St Owner Part. Agr.	\$ 21,385.00	\$ 45,048.00	\$ 59,522.78	\$ (38,137.78)	\$ (38,137.78)	278.34%
890-895-10-676-20	Agreement Cost	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E03	Commodities	\$ 30,635.00	\$ 45,353.08	\$ 128,223.90	\$ (97,588.90)	\$ (97,588.90)	418.55%

General Ledger  
Expense vs. Budget

April-18



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890-895-10-770-35	1% Public Art	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-770-71	Land-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-770-73	Improvements-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-770-97	Infrastructure Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-676-10	Bond Issuance Cost	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E05	Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-890-00	Transfer To: General Fund	\$ 65,391.00	\$ -	\$ -	\$ 65,391.00	\$ 65,391.00	0.00%
890-895-10-890-01	Transfer To: Capital Fund	\$ 232,310.00	\$ -	\$ -	\$ 232,310.00	\$ 232,310.00	0.00%
E10	Transfers To	\$ 297,701.00	\$ -	\$ -	\$ 297,701.00	\$ 297,701.00	0.00%
890-895-10-900-01	Contingency - Legacy	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
E90	Contingency	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
895	URA - Legacy Crossing	\$ 355,336.00	\$ 49,177.62	\$ 146,657.84	\$ 208,678.16	\$ 208,678.16	41.27%

General Ledger  
Expense vs. Budget

April-18



Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
899	Dept						
890-899-11-790-01	Bond Principal - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-11-791-01	Bond Interest-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-790-01	Bond Principal - Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-791-01	Bond Interest - Legacy	\$ -	\$ -	\$ 6,504.54	\$ (6,504.54)	\$ (6,504.54)	0.00%
E05	Debt Service	\$ -	\$ -	\$ 6,504.54	\$ (6,504.54)	\$ (6,504.54)	0.00%
890-899-10-990-00	Ending Fund Bal Unassigned	\$ 18,681.00	\$ -	\$ -	\$ 18,681.00	\$ 18,681.00	0.00%
890-899-10-990-01	Ending Fund Balance Alturas	\$ 26,400.00	\$ -	\$ -	\$ 26,400.00	\$ 26,400.00	0.00%
890-899-11-990-00	End Fund Bal Assigned-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-11-990-01	End Fund Bal Res-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-990-00	End Fund Bal Assigned-Legacy	\$ 55,443.00	\$ -	\$ -	\$ 55,443.00	\$ 55,443.00	0.00%
890-899-12-990-01	End Fund Bal Res-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E95	Ending Fund Balance	\$ 100,524.00	\$ -	\$ -	\$ 100,524.00	\$ 100,524.00	0.00%
899	Dept	\$ 100,524.00	\$ -	\$ 6,504.54	\$ 94,019.46	\$ 94,019.46	6.47%
890	Moscow Urban Renewal Agency	\$ 525,751.00	\$ 59,486.59	\$ 190,703.69	\$ 335,047.31	\$ 335,047.31	36.27%



May 1, 2018

Hand-delivered to:

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

Dear Bill:

Despite investing countless hours and more than \$125,000 in planning, architectural, consultant and legal fees in pursuit of development of the Legacy Crossing Project (the "Project"), Sangria Legacy LLC ("Sangria") must advise the Urban Renewal Agency of the City of Moscow, Idaho ("MURA") that Sangria is not able to submit MURA evidence that it has or will have before Closing the financial capability necessary for acquisition of the Agency Property and development of the Project thereon pursuant to the Disposition and Development Agreement between Sangria and MURA with an Effective Date of February 2, 2018 (the "DDA"). Based on our preliminary market research, pro forma, available capital and discussions with our expected lender, we believed the project was feasible. However, as it turned out, when we sought bids from contractors after executing the DDA we found that the volume of commercial construction projects in the area have led qualified contractors, who are in extreme demand, to be able to dictate premium prices for their services and that our preliminary estimates from our consultants as to the cost of development of the Project, upon which our Project planning was based, turned out to be approximately 50% lower than the lowest bid we received from the five contractors from whom we solicited bids. This was a shock to us and the Project, and we worked tirelessly with contractors and our lender to find a solution to no avail. Sangria has been unable, despite diligent efforts, to obtain a loan commitment or proof of funds from any source to finance Project acquisition and development. The actual cost of the construction required at this time in this market is such that the Project is not financially feasible.

Therefore, Sangria, after and despite diligent efforts and prior to the dates established in the Schedule of Performance and before the time for MURA's approval of Sangria's final evidence of financing, is unable to obtain and submit final evidence of financing reasonably acceptable to Sangria and hereby notifies MURA in writing that, in Sangria's judgment, it is not economically or financially feasible for Sangria to perform or finance its obligations under the DDA in the time scheduled in the Schedule of Performance.

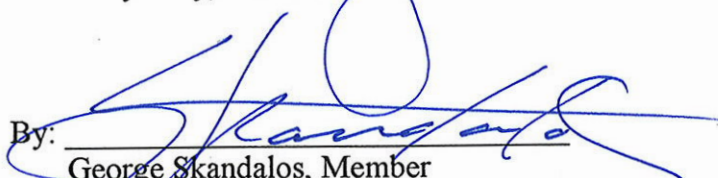
Sangria hereby gives notice to MURA that the DDA is terminated effective immediately under Section 28 a.i. of the DDA. It is our understanding that our Deposit shall be returned to us by MURA and neither MURA nor Sangria shall have any further rights against or liability to the other under the DDA.

We regret that all of our dreams, plans and efforts and MURA's efforts in regard to the Project have come to this end. We sincerely appreciate MURA's consideration of and support for Sangria's Project and wish MURA well in its endeavors to benefit our community.

Thank you.

Sangria Legacy LLC

By:   
Carly Lilly, Member

By:   
George Skandalos, Member



## Cost Proposal

**Date:** 05/07/18

**Project:** City of Moscow – South Main Path Underpass

**Project Number:** 18059

**Client:** City of Moscow

**Project Manager:** Benjamin Davis

**Client Contact:** Bill Belknap

Phase Description	Labor	Expenses	Total
Survey	2,380.00	300.00	2,680.00
Evaluate Feasibility	2,445.00	0.00	2,445.00
Conceptual Design	6,745.00	0.00	6,745.00
Wetland Delineation	2,095.00	0.00	2,095.00
Total	<b>13,665.00</b>	<b>300.00</b>	<b>13,965.00</b>

## Proposed Schedule

Phase	Completion Date	Deliverables
Survey	June 15	None
Evaluate Feasibility	June 29	Hydraulic Modeling Technical Memorandum
Conceptual Design	August 15	Conceptual-Level Plan Drawings and Cost Estimate
Wetland Delineation	July 15	Wetland Delineation Technical Memorandum

# SUSAN R. WILSON

ATTORNEY AT LAW, PLLC

208 S. Main St., Ste 2, Moscow, ID 83843

Ph: 208-882-8060 ~ Fx: (866) 221-9397 ~ sw2@moscow.com

May 10, 2018

Moscow Urban Renewal Agency  
c/o Bill Belknap, Executive Director  
221 E. Second Street  
Moscow, ID 83843

RE: Martson Property – Phase II Funding Request

Dear Mr. Belknap,

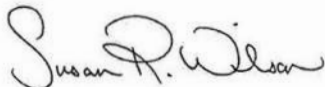
I represent Thompson Development, LLC, who is under contract to purchase real property in Moscow owned by Monte and Margaret Martson and located at 213 Spotswood / 225 Spotswood / 222 Troy Road, in Moscow, Idaho. The URA sponsored Thompson Development in its IDEQ brownfield assessment funding request in 2017; thank you. Unfortunately, we recently were informed that IDEQ lost its funding and was unable to complete the Phase II for this project.

We have received a proposal from Enviro Assessment, PC for \$9,934.00 to have the Phase II report completed no later than May 31, 2018, which would meet the deadline constraints Thompson Development has at this time. A copy of the proposal and the professional's resume is attached.

Because funding has been cut to this project, Thompson Development respectfully requests that the URA help fund the Phase II assessment by contributing \$5,000 towards its cost.

I would respectfully ask that this request be placed on your agenda for consideration during your Thursday, May 17, 2018 meeting. In the meantime, if you have any questions or would like additional information prior to the meeting, please contact me at 208-882-8060 or via email at sw2@moscow.com.

Respectfully,



Susan R. Wilson  
Attorney at Law

cc: Garrett Thompson, Thompson Development, LLC (*via email*)

# ENVIRO ASSESSMENT, PC

Page 1  
May 9, 2018  
Proposal Number 2018-05-413

Susan Wilson  
[Sw2@moscow.com](mailto:Sw2@moscow.com)

Subject:  
Phase II Proposal for;  
213 and 225 E. Spotswood Street and  
222 Troy Road,  
Moscow, ID 83843  
APN: RPM1030011002A, RPM1030011001B  
RPM1030011001D



## ***SUMMARY***

**PROPOSAL # 2018-05-413**

**TOTAL FEE: \$ \$7,434.00**

**RETAINER: \$3,700.00**

**TURNAROUND TIME: 18-21 business days.**

**RUSH: if signed by 5pm May 11, 2018.**

**TOTAL FEE: \$ 9,934.00**

**RETAINER: \$4,900.00**

**TURNAROUND TIME: Report Due May 31, 2018.**

**Please review the contract and pay online securely at the following link:**

<http://enviroassess.wufoo.com/forms/order-form/>

## Phase II ESA

This Limited Phase II ESA proposal is based on the findings of a previous Phase I dated November 30, 2017 which stated that further investigation of the subsurface soils is recommended and should soil samples indicate releases have occurred, Alta also recommends collected shallow groundwater at various locations across the subject property (upgradient, downgradient, and within the suspected area of contamination) to determine if the shallow groundwater has been impacted from historic and current uses and to determine groundwater gradient and flow at the subject property.

The Limited Phase II ESA will include the following:

Item 1) The soil, on the subject property of the site will be investigated for possible chemical releases. Nine (9) boreholes will be advanced to depths between three to eight feet below ground surface (BGS) on the subject property or until groundwater is reached, or the borehole is met with refusal. A Geo-Probe hydro punch type rig may be utilized depending on schedule. The sample locations will be field identified based on accessibility and visual observations. All samples will be analyzed using the North West standards. All boreholes will be patched utilizing

cement or asphalt, as necessary. Ground Penetrating Radar (GPR) will be utilized to mitigate striking any utility lines.

A utility locate ticket will be called in at least 48 hours prior to the beginning of advancing any boreholes on the location. The general locations and analyses of the boreholes and samples are discussed below:

1. Seven (7) drainage boxes are located on 213 E. Spotswood Street Property. One (1) borehole will be taken adjacent to each drainage box and will be advanced to approximately 3 feet BGS or refusal. Soil Samples will be collected from each borehole and analyzed for total petroleum hydrocarbons as Motor Oil (TPH-mo), TPH as diesel (TPH-D) and Lead.
2. One (1) borehole will be taken adjacent to the oil/water separator at 222 Troy Highway Property and will be advanced to approximately 3 feet BGS or refusal. Soil Samples will be collected from each borehole and analyzed for TPH as Motor oil (TPH-mo), Volatile Organic Compounds (VOC's), and Lead.
3. The Residential Area: Ground Penetrating Radar (GPR) will be utilized to attempt to locate the former underground storage tank cavities and any underground storage tanks that may or may not be present in the area of the Residence at 225 E. Spotswood Street Property. One (1) borehole will be taken adjacent to Heating Oil Tank at 225 Spotswood Street Property and will be advanced to approximately 3 to 8 feet BGS or refusal. Soil Samples will be collected from the borehole and analyzed for TPH as diesel (TPH-D).

Produce a report of the work conducted, provide laboratory results with comparisons to Cleanup levels and provide recommendations based on those results. This proposal is based on the current site conditions. **The turnaround time is anticipated to be approximately 3-4 weeks. Scheduling will begin immediately upon the date a retainer is received.** Permits or workplans required by the county can delay the completion. The laboratory portion is expected to take between 10 to 12 business days. The report will discuss the site with opinions, and conclusions. No other letters or fees, or *permits* are included in this proposal. Permits if necessary will be obtained at cost plus 10 percent. All soil remains the property of the site owner and will remain on-site. Additional costs may include: rush fees, cost of any required permits, workplans, specialized drill rig if necessary, soil cuttings classification and removal. The report will be provided in Digital Format (pdf). Credit cards are accepted.

**The Final Invoice will reflect changes made to the sampling schedule outlined below.**



# ENVIRO ASSESSMENT, PC

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May 9, 2018  
Proposal Number 2018-05-413

## Project Cost Break Down

Phase II ESA		
Laboratory Analytical		
NWTPH-mo (Oil)	\$90.00 X 8	\$720.00
NWTPH-D	\$90.00 X 8	\$720.00
VOC	\$130.00 X 1	\$130.00
Lead	\$33.00 X 8	\$264.00
Investigation and collection of samples (Includes rig)	\$2,250.00	\$2,250.00
Concrete coring	\$50.00 per borehole	\$400.00
Ground Penetrating Radar (half-day minimum)	\$950.00	\$950.00
Report of Results	\$1,800.00	\$2,000.00
<b>Totals</b>		<b>\$7,434.00</b>
<b>RUSH FEE</b>		<b>\$2,500.00</b>
<b>RUSH FEE TOTAL</b>		<b>\$9,934.00</b>

Attached is our standard work order agreement. If this fee is acceptable and you wish us to proceed with the project, please sign the work agreement and return one copy to us with the retainer. Thank you for this opportunity to be of service. If you have any questions, please call our office.

Sincerely,  
**ENVIRO ASSESS**



James D. Robinson  
Professional Geologist

**AGREEMENT FOR THE ENGAGEMENT OF PROFESSIONAL SERVICES**

The undersigned hereby engages the services of Enviro Assessment, PC as of the date listed above, under the following terms and conditions:

**PAYMENT TERMS AND FEES**

**Pre-Payment (retainer) is required prior to the start of the Project.**

The undersigned shall tender payment of the remaining balance due prior to receipt of the final report produced by Enviro Assessment, PC.

Additional and/or supplemental invoices will be submitted progressively, unless otherwise provided by contract or special arrangements.

Addendum and/or supplemental work, inspections, or letters not covered by the original work that is requested by the undersigned shall be paid by the undersigned at the normal hourly rates as charged by Enviro Assessment, PC. These include, any re-inspections of the subject property or surrounding properties, permits, agency fees, supplemental letters, addendum letters, change or addition of reliance letters, or additional Phase II or Phase III work.

Invoices for additional work are payable upon receipt, unless otherwise agreed. Interest of 1 ½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, applicant shall pay all reasonable collection fees, attorney's fees and court costs incurred by Enviro Assessment, PC or any of its subsidiaries and affiliated entities. Collection fees range from 30% to 50% of the overdue balance. Payments overdue 60 days will be turned over to collection.

If the undersigned fails to pay pursuant to the payment terms stated herein, Enviro Assessment, PC has the right to stop work and keep the job idle until past due payments are made.

Payment to Enviro Assessment, PC shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing additional services or expenses. No withholding, deductions or offsets shall be made from Enviro Assessment, PC compensation for any reason unless Enviro Assessment, PC has been found to be liable for such amounts. Payment of Enviro Assessment, PC fees shall be a condition precedent to bringing any action or suit against Enviro Assessment, PC.

The undersigned shall not withhold payment of any portion of the balance due on grounds that the undersigned believes that the report and/or opinions of Enviro Assessment, PC are unfavorable.



## Normal Hourly Fees and Costs for Enviro Assessment, PC:

Fees: Principal Environmental Professional: \$ 100.00/hr.  
Project Manager: \$ 80.00/hr.  
Project Coordinator: \$ 60.00/hr.  
CAD Technician: \$ 60.00/hr.  
Researcher: \$50.00/hr.  
Secretarial: \$40.00/hr.

Costs: Hard Copy of Final Report w/ appendix on cd: \$50.00  
Postage: at cost  
Wide Format Prints: at cost, plus 20%  
Equipment and other outside services: at cost, plus 20%  
Laboratory testing (Soils and Environmental): at cost, plus 20%  
Sub-consultants (drill rigs, GPR, mobile labs): at cost, plus 20%

## PHASE II TERMS

Undersigned will supply to ENVIRO ASSESSMENT, PC all available information regarding existing and proposed conditions of the project site. This information includes, but is not limited to plot plans, topographic surveys, hydrographic data, subsurface data and boring information from prior investigations, field and/or laboratory test results and written reports. Undersigned will immediately transmit to ENVIRO ASSESSMENT, PC any new information which becomes available.

Undersigned will advise ENVIRO ASSESSMENT, PC immediately of any changes to project specifications, design considerations, plan changes, agency requirements, conceptual changes and/or any other new information which may impact in any way the services contemplated by this Agreement. ENVIRO ASSESSMENT, PC shall not be responsible for advice, judgment, recommendations, or decisions based on any inaccurate information furnished by Undersigned, his agents, or his consultants. Undersigned shall bear sole responsibility to locate all underground utilities, other subsurface installations and project property lines. Undersigned shall assume liability for any alleged damages caused by inaccurate information in respect to underground utilities, subsurface installations and property lines. ENVIRO ASSESSMENT, PC may, at its option and without a duty to do so, repair any alleged damages and bill the actual costs to Undersigned.

Undersigned shall be responsible to obtain a grant of free access to the project site for all equipment and personnel required by ENVIRO ASSESSMENT, PC to accomplish the services contemplated by this Agreement. Undersigned shall provide notice as necessary to ensure all project site supervisory personnel are aware of ENVIRO ASSESSMENT, PC's right of access. Undersigned shall keep the project site free and clear of all animals, persons and property (including landscaping, irrigation, hardscape, lawns, shrubs and flowers) which are likely to interfere with the performance of services under this Agreement. ENVIRO ASSESSMENT, PC shall not be responsible for damages to lawns, shrubs, landscaping, walkways, irrigation systems, or other property caused by equipment or movement of earth. Undersigned shall provide overall project supervision and shall coordinate trades in a manner designed for the efficient accomplishment of the services described by this Agreement. ENVIRO ASSESSMENT, PC shall not act as project superintendent, foreman, or operations director. ENVIRO ASSESSMENT, PC shall not direct the operations of any project contractor or subcontractor, and shall not bear any responsibility for the activities of any person or entity, other than its own personnel. ENVIRO ASSESSMENT, PC shall provide the results of its tests and observations to Undersigned, who shall bear sole responsibility to direct the activities of project contractors and other project personnel in order to meet project plans and specifications.

Undersigned shall be responsible for general site safety and for the safe conduct of its employees, agents, contractors, subcontractors and third persons. ENVIRO ASSESSMENT, PC shall be responsible for the safety of its own operations and personnel; however, ENVIRO ASSESSMENT, PC shall not have the authority or duty to ensure safe practices are implemented by others. Undersigned agrees to take all necessary steps to ensure that all notifications, warnings, safety measures, partitioning, site security, protection devices and/or any other appropriate measures, are

implemented to prevent accident, injury, death and/or damages to persons and property on the project site.

ENVIRO ASSESSMENT, PC shall backfill all test holes upon completion of work. Undersigned acknowledges that settlement of the test hole backfill may occur and periodic filling and leveling may be required. Undersigned shall be responsible for subsequent maintenance of all filled test holes.

ENVIRO ASSESSMENT, PC personnel shall take necessary steps to ensure all open test holes, which are excavated by or at the direction of ENVIRO ASSESSMENT, PC, are backfilled or covered prior to leaving the site on any given day. ENVIRO ASSESSMENT, PC will take reasonable measures to cause a safe condition of covered and/or backfilled test holes; however, Undersigned understands and agrees that ENVIRO ASSESSMENT, PC may leave such test holes unattended. It shall be the sole responsibility of Undersigned to ensure appropriate measures are implemented to protect persons and/or property from injury caused by test holes on the project site. In the event Undersigned requests ENVIRO ASSESSMENT, PC to leave a test hole open, for whatever purpose or reason, all responsibility for said test hole, including, but not limited to, backfilling, covering, safety measures, costs and liabilities, shall be borne exclusively by Undersigned.

## GENERAL TERMS

The undersigned agrees and understands that the purpose of the report is to provide information with regard to aspects of the subject property that involve environmental assessments.

The undersigned agrees to arrange and provide access to the site as is necessary for Enviro Assessment, PC to perform the requested work. The undersigned agrees to hold harmless and to indemnify Enviro Assessment, PC from any claims, demands, damage, or liability arising out of or in connection with damages caused by any active or passive negligence to easements, surface coverings, underground utilities, pipelines, subsurface structures, or subsurface contamination.

Enviro Assessment, PC shall not be held responsible for loss or damage arising from delays caused by fires, earthquakes, rains, strikes, labor troubles, accidents, or any other delays resulting from causes beyond the control of Enviro Assessment, PC.

The following conditions are outside the scope of this agreement: latent and concealed defects and deficiencies; cosmetic items; legal and public records that are determined to be not practically reviewable, publicly available, or reasonably ascertainable per the ASTM Standard 1527 (latest edition); code compliance; public or private ground water wells conditions, construction, or use; geotechnical properties of the subject site; and architectural/structural aspects of design. The undersigned understands that the report is not intended to address the possible presence of or danger from potentially harmful substances and environmental hazards including but not limited to: radon gas, lead paint, asbestos, toxic chemicals in the facility, mold and mildew. The undersigned understands that the report is not intended to address the possible presence or absence of rodents, termites, wood rot, or other wood destroying organisms. The undersigned understands that the professional services performed involve inherent uncertainties, such as limitations on inspections, subsurface conditions, and research. These uncertainties may adversely affect the Project, findings and recommendations even though the services are performed with skill and care.

The undersigned understands that any and all hazardous material identified during performance of the services, is owned by the property owner or responsible party, and Enviro Assessment, PC is not liable for disposal, treatment or transportation of the material or any exposure to persons from the hazardous material. All water and soil produced from conducting the contracted work will remain onsite and the property of the owner, unless stated in writing.

This agreement is fully integrated and represents the entire, complete, final, and exclusive agreement by and between the parties hereto with respect to its subject matter. No party hereto is relying upon any other agreements, promises, or representations, whether the same are allegedly expressed, implied, oral contemporaneous, or prior. This agreement may only be modified by a subsequent writing to be signed by the party to be charged and may not be modified by any purported subsequent oral agreement whether or not the same is or is alleged to be executed. Any and all communications required or permitted under this agreement shall be made only in writing, properly addressed to the party to be notified and supported by confirmation and/or proof of delivery thereof to the party to be notified. This agreement shall not create any rights or benefits to parties other than the undersigned and Enviro Assessment, PC, except such other rights as may be specifically called for herein. This agreement shall not be binding until signed by

both parties. There are no third party beneficiaries made or intended concerning any provision of this agreement.

It is intended by the parties to this agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal financial exposure to the risks associated with the project. Therefore, and notwithstanding anything to the contrary contained herein, the Undersigned agrees that its sole and exclusive remedy arising out of any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Idaho Corporation, and not against any of the Consultant's officers, directors or employees including the professional of record.

## **WARRANTY AND REMEDY**

Our professional services will be provided to perform the Scope of Services described herein. Our professional services will be performed using that degree of care and skill ordinarily exercised by reputable consultants practicing under similar conditions in this, or similar localities at the time our services are rendered. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED HEREBY; ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. NO GUARANTEE OR REPRESENTATION IS MADE OR INTENDED BY ANY ENVIRO ASSESSMENT, PC, REPORT (WRITTEN OR ORAL), DOCUMENT, OPINION (WRITTEN OR ORAL), PLAN OR SPECIFICATION, OR OTHERWISE, EXCEPTING THAT ENVIRO ASSESSMENT, PC'S, SERVICES WILL CONFORM TO GENERALLY ACCEPTED PROFESSIONAL STANDARDS AS DESCRIBED ABOVE.

In the case of a suit, the undersigned shall reimburse Enviro Assessment, PC, for all reasonable attorney's fees, litigation costs, process services, expert witness, and consultant fees and/or costs and/or court/arbitration costs.

The rights and obligations of the parties to this agreement shall be governed and controlled by the laws of the State of Idaho. Prior to the initiation of any legal proceedings, the parties agree to negotiate any dispute in good faith. If a reasonable outcome cannot be obtained and agreed upon by both parties, all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the applicable law.

No action respecting the negotiation and/or preparation of the contract and no action arising from or related to the contract, or the performance thereof, shall be commenced by either party against the other more than two (2) years after the completion or cessation of work under this contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise.

In the event it is determined by a tribunal with jurisdiction over Enviro Assessment, PC, (or in the event that Enviro Assessment, PC, and the undersigned so agree in the course of resolving a claim or dispute) that professional services performed by Enviro Assessment, PC, for the undersigned did not meet the standard of generally accepted practice defined above, Enviro Assessment, PC, will re-perform, at its expense, reasonable corrective actions (limited to the type of services originally provided and subject to the limit of liability set out elsewhere herein) in order to provide the undersigned with services that meet the above standard of generally accepted practices, provided that the undersigned give Enviro Assessment, PC, notice of such failure to meet such standards in writing within six (6) months of the completion of Enviro Assessment, PC's, services (claims later than six (6) months being time-barred by this agreement).

This Agreement shall be deemed executed in the County of Boundary, Idaho upon its acceptance by Undersigned and ENVIRO ASSESSMENT, PC. Any claim, proceeding, court action, or other legal procedure which arises under the provisions of this Agreement, or out of any professional service contemplated herein, shall be commenced and/or prosecuted within the County of Boundary, Idaho.

## **LIMITATION OF LIABILITY**

The undersigned agrees to limit Enviro Assessment, PC's, liability to the undersigned and any third party for Enviro



Assessment, PC's, negligent professional acts, errors or omissions, breach of warranty, or breach of contract, such that Enviro Assessment, PC's, total maximum aggregate liability to the undersigned or any third party shall not exceed the greater of \$25,000 or ten (10) times Enviro Assessment, PC's, fees.

Neither the Undersigned nor Enviro Assessment, PC shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

The undersigned expressly agrees Enviro Assessment, PC, need not pay for re-performance of any work by any non-Enviro Assessment, PC, company and the undersigned agrees to make no claim against Enviro Assessment, PC, for the cost of such work if the undersigned elects to have such work performed by another firm.

## **OWNERSHIP OF DOCUMENTS**

Original drawings, reports, maps and letters prepared by Enviro Assessment, PC, pursuant to this agreement are the property of the Enviro Assessment, PC, and are located at the main office in Boundary County, Idaho; provided, however, that the undersigned shall have the perpetual right of use for this project at no additional cost beyond the fees paid pursuant to this agreement. Enviro Assessment, PC, agrees that the right of use of the undersigned for all drawings, reports, maps and cross sections prepared for this project shall be exclusive, except by written direction of the undersigned to the contrary or under subpoena and/or court order.

Any reuse or modification of the project documents by Undersigned shall be at Undersigned's sole risk and Undersigned agrees to indemnify, defend and hold Enviro Assessment, PC harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse or modification by Undersigned or by others acting through Undersigned.

## **TERMINATION**

Enviro Assessment, PC, and undersigned may terminate this Agreement for convenience upon written notice delivered via email or mail to the other party. The mailing address for the main office is PO Box 1154, Bonners Ferry, ID 83805.

The notice must include the basis for termination. The following Fees are associated with cancelling the assessment:

Within 4 business hours of obtaining approval to start the project – Refund project retainer minus \$300 fee.

Within 8 business hours of obtaining approval to start the project – Refund project retainer minus \$600 fee.

After 8 business hours of obtaining approval to start the project but prior to date of scheduled site investigation – Refund 40% of project fee.

On or after date of scheduled site investigation but prior to date of scheduled report release. – Refund of \$100.00

If Enviro Assessment, PC for any reason does not complete all the services contemplated by this agreement, Enviro Assessment, PC cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by Enviro Assessment, PC if used, modified or completed by another party or the Undersigned. Accordingly, the Undersigned agrees, to the fullest extent permitted by law, to indemnify, defend and hold Enviro Assessment, PC harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such reuse, modification or completion made by any party to any contract documents prepared by Enviro Assessment, PC.

## **RIGHT TO COLLECT**

The undersigned agrees to allow ENVIRO ASSESSMENT, PC, to charge any amounts outstanding on the undersigned's account to the Credit Card Number or any other credit card that the undersigned has provided to ENVIRO ASSESSMENT, PC, should the account become past due.

## **RELIANCE**

Undersigned understands and acknowledges that: the report speaks only for the condition of the property on the date of the onsite assessment; property conditions may have changed since the date of the onsite assessment; issues may have arisen from events or changes that may have occurred subsequent to the preparation of the report; consultant makes no representations as to the condition of the property; and no right to rely upon the report is granted hereunder.

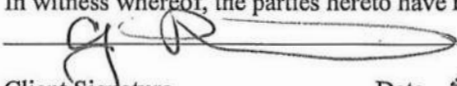
# ENVIRO ASSESSMENT, PC

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May 9, 2018  
Proposal Number 2018-05-413

ENVIRO ASSESSMENT, PC makes no representation to any parties, other than Undersigned, that they may, in any way or for any purpose, obtain or read the Report or that Undersigned may provide all or part of the information to any third party. This contract represents the entire between ENVIRO ASSESSMENT, PC and Undersigned concerning the Report and supersedes any other prior written or oral representations between the parties.

SEE NEXT PAGE - PAYMENT OPTIONS

In witness whereof, the parties hereto have made and executed this agreement on the day and year written below.

	Authorized Agent for Thompson Development, LLC		
Client Signature	Date 5-10-2018	Signature	Date

## Client Information: (Please Print)

Client Name: Thompson Development, LLC	Email: garretthompson@icloud.com
Billing Address: 1024 Pine Crest	
City: Moscow	Phone: 509-330-0350
State: ID	Fax:
Zip Code: 83843	

**A CHECK MAY BE ACCEPTED FOR THIS PROJECT**

***PLEASE SEND PAYMENT TO:***  
**ENVIRO ASSESSMENT, P.C.**  
**ATTN: ACCOUNTING**  
**P.O. BOX 1154**  
**BONNERS FERRY, ID 83805**

**if paying by check**

**please send us the signed agreement – above- and a scanned copy of the check.**

**COPY OF CHECK**

## CREDIT CARD

### CREDIT CARD PAYMENT AUTHORIZATION FORM

#### Client Information: (Please Print)

Client Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ Phone: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Fax: \_\_\_\_\_

In witness whereof, the parties hereto have made and executed this agreement on the day and year written below.

\_\_\_\_\_  
Client Signature Date Signature Date

#### Card Holder Information: (Please Print)

Card Holder Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Card Type: ☐ MasterCard ☐ Visa ☐ Discover Card ☐ AMEX

Card Number: \_\_\_\_\_ Exp. Date (mm/yy): \_\_\_\_\_

CSC Numbers on Back of Card (Front for AMEX): \_\_\_\_\_

#### Payment Authorization:

Type of Service: Phase II ESA

Total Fee to be Charged \$ \_\_\_\_\_

Payment Amount: You can pay in full OR submit a retainer for 1/2 of the payment fee prior to the start of work and the remaining amount to be processed immediately prior to receiving the report.

*Card holder acknowledges the services in the amount of the total shown above and agrees to perform the obligations set forth by the card holder's agreement with the issuer. ENVIRO ASSESSMENT will appear as the billing party on your credit card statement.*

Card Holder Signature: \_\_\_\_\_ DATE \_\_\_\_\_





# ENVIRONMENTAL CONSULTING

ASSESSMENTS MADE  
SIMPLE



**ENVIRO**  
**ASSESSMENT, PC**  
Environmental • Hydro • Geology



## ASSESSMENTS AND INVESTIGATIONS CONDUCTED TO NATIONAL STANDARDS

# PHASE ONE ENVIRONMENTAL ASSESSMENTS

## What is a Phase I ESA?

### OVERVIEW

The Phase I Environmental Site Assessment (Phase I) is a report prepared for a real estate holding which identifies potential or existing environmental contamination liabilities; however, techniques applied in a Phase I never include collection of physical samples or chemical analyses. Assessment of the land includes examination of potential soil contamination, groundwater quality, and surface water quality. The examination of a site may include, observation of any chemical residues within structures or on the land, inventory of hazardous substances stored or used on site.

### FEATURES

- Search of local, state and national databases for contaminated properties up to 1 mile away from the subject property
- Historical Sources: i.e. aerial photos, fire insurance maps, street directories
- Interviews; client, sellers, managers, city and county offices, environmental departments
- Site inspection of the property by a project coordinator

**1** The Phase I is generally considered the first step in the process of environmental due diligence. Standards for performing a Phase I Environmental Site Assessment have been promulgated by the US EPA and are based in part on ASTM Standard E1527-13. If a site is considered contaminated, a Phase II Environmental Site Assessment may be conducted; a more detailed investigation involving chemical analysis for hazardous substances and/or petroleum hydrocarbons.

Phase I ESAs are typically ordered on all commercials and industrial properties, and some agricultural properties containing chemical storage, chemical mixing, equipment parking areas, or buildings. They are typically ordered whether it is a new loan or a refinance.

### ASTM STANDARD E1527-13

Phase I Environmental Site Assessment Reports should be conducted either to EPA's AAI requirements or to the ASTM Standard (which the EPA defined as compliant with the AAI Requirements). ASTM is an internationally company that produces standards that engineers and geologists follow as part of the requirements to conduct to the standard of industry.

The ASTM Standard E1527-13 identifies what must be researched, who should be interviewed and how detailed the site visit should be. It also states that a geologist, engineer or environmental professional with 10 years experience must oversee the work.



## PHASE 2 INVESTIGATIONS

**2** The Phase II Environmental Site Assessment (Phase II Investigation) is conducted on a site that has a suspected or known Recognized Environmental Condition (REC) such as a spill, a leak, or a facility that handles hazardous materials and doesn't have proper records.

The Phase II Investigation is generally considered the second step in the process of environmental due diligence. If a REC is identified, by the conclusions of a Phase I Environmental Site Assessment, by a Regulatory Agency Inspection, or by general knowledge, a more detailed investigation involving chemical analysis for hazardous substances and/or petroleum hydrocarbons is needed.

The goal of the Phase II Investigation (which may include several field investigations and multiple reports) is to define the type, concentration, and size of the contamination, as well as the affected media. Additional research may be necessary, such as nearby receptors (wells), to help define the type and speed of cleanup necessary (Phase III) at the site.

A Phase II typically includes: drilling at the site, collecting soil, and possibly water samples, from the surface and at depth, and analyzing the samples for a range of chemicals which may be present at the site. These analytical results are typically compared to State Cleanup Levels.



### PAST CLIENTS

*Clear Span Fabric Buildings*

*Lennar Homes*

*Wells Fargo Bank*

*Bank of the West*

*Farmers and Merchants Bank*

*Masco Petroleum*

*Lange Twins Winery*

*Mission National Bank*

*Windermere Real Estate*

*EG & G Defense Materials*

*Black Bison Water Services*

*Legacy Funeral Homes*

*City of Cupertino*

*Boys and Girls Club*

*Citizens Community Bank*

*First Priority Financial*

*First State Bank*

*Goodwill Industries*

*Hoovestol, Inc.*

*AAMCO*

*Proficio Bank*

*Habitat for Humanity*

*University of Montana*

## PROPERTY CONDITION ASSESSMENTS (PCA)

### PCA

Property condition assessments (PCAs) are due diligence projects associated with commercial real estate. Commercial property and building inspections (also known as Property Condition Assessments or PCAs) are important for clients seeking to know the condition of a property or real estate they may be purchasing, leasing, financing or simply maintaining.

Our Assessors follow industry accepted guidelines of ASTM E2018, the only recognized standard of major lenders. PCAs are done as part of a property transfer and are done along with a Phase I Environmental Site Assessment.

As Part of a PCA, a visual inspection will be performed to identify the existing conditions of the following building components (as applies to the subject property):

- Structure
- Heating System
- Plumbing System
- Ventilation System
- Insulation
- Fire Protection Systems
- Electrical Systems
- Air-conditioning System
- Roofing System
- Exterior Components
- Interior Components
- Elevators
- ADA Tier 1 survey

This report provides recommendations, preliminary cost estimates and priorities for:

- Remedying major deficiencies
- Updating aging major components
- Undertaking further detailed investigations

The recommendations are for remedial actions that are considered to be beyond the normal maintenance of the building. Costs are provided for recommendations expected to exceed \$3,000. The costs provided are only intended to provide an order of magnitude. Contractors should be contacted for exact quotations. Our inspection is limited to components which are readily visible and not obstructed by storage, finishes, vegetation, etc. No comment will be offered on building code and building bylaw compliance.

The scope of the assessment is to carry out a prior to purchase PCA which is focused primarily on major facility systems and the major issues that could affect the successful financing of the property.







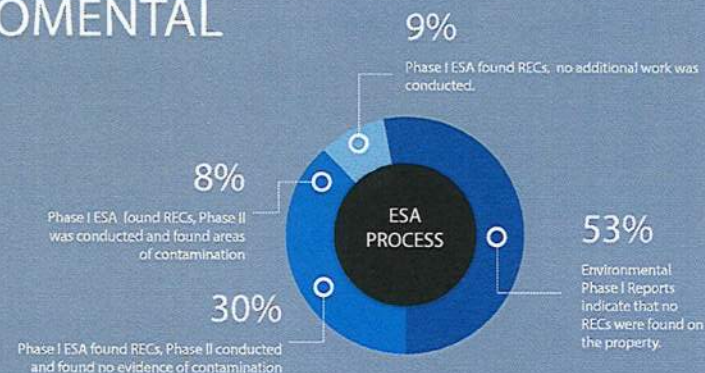
## ABOUT US

Enviro Assessment, PC is built on the idea of providing "national coverage with a local feel." EA helps our clients navigate the environmental regulations in regards to their individual properties and needs. No matter how small or large a project, we provide a step by step approach to complete it, with our client's interests in mind while reporting real environmental risk assessments.

Enviro Assessment, PC was not started in a garage as many firms do, it was started in a 10' x 10' shed on an off-grid, off-road section of forest with the idea of sustainability in its "blood," so to speak. From that natural foundation, Enviro Assessment, PC has grown into a firm that provides Environmental Consulting, Geological Consulting and Engineering Services to the Nation.

NAME	DIVISION	POSITION	EMAIL
JAMES ROBINSON	Principal GEO/ENG	PRESIDENT	james@enviroassess.com
BEN MITCHELL	Phase I Department	Project Coordinator	ben@enviroassess.com
LAURA COMPTON	Phase I Department	Project Coordinator	laura@enviroassess.com
HEATHER GEMMIG	Phase I Department	Project Coordinator	heather@enviroassess.com
STEVEN ROBINSON	Phase I Department	Project Geologist	steven@enviroassess.com
JASON HUNT	Phase II Department	Program Manager	jason@enviroassess.com
MARCIA LEONARD	Phase II Department	Project Coordinator	marcia@enviroassess.com
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ANASTASIA WORLEY	Public Relations	Office Administor	anastasia@enviroassess.com
FABIOLA ROBINSON	Spanish Relations	Office Administor	fabiola@enviroassess.com

## ENVIROMENTAL STATS



## ENVIRO ASSESSMENT, PC's Major Markets





**CORPORATE**

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Website: [www.enviroassessment.com](http://www.enviroassessment.com)



# Professional Resume

**JAMES DANIEL ROBINSON, PE, CEG, PG, CEM**

## Professional Licenses

License	Number
REGISTERED GEOLOGIST (Oregon)	No. G1982
PROFESSIONAL GEOLOGIST (Idaho)	No. PGL-1334
PROFESSIONAL GEOLOGIST (Washington)	No. 2779
PROFESSIONAL GEOLOGIST (Utah)	No. 7973891-2250
PROFESSIONAL GEOLOGIST (Wyoming)	No. PG-3783
PROFESSIONAL GEOLOGIST (Arizona)	No. 52563
PROFESSIONAL GEOLOGIST (California)	No. 7834
<i>PROFESSIONAL GEOLOGIST (Alberta) -inactive</i>	<i>No. M77269</i>
PROFESSIONAL GEOLOGIST (Texas)	No. 11129
PROFESSIONAL GEOLOGIST (Nebraska)	No. G-0400
PROFESSIONAL GEOLOGIST (Alabama)	No. 1388
PROFESSIONAL GEOLOGIST (Mississippi)	No. 893
PROFESSIONAL GEOLOGIST (Georgia)	No. PG002177
PROFESSIONAL GEOLOGIST (Florida)	No. 2874
PROFESSIONAL GEOLOGIST (Louisiana)	No. 909
PROFESSIONAL GEOLOGIST (Alaska)	No. 102934
CERTIFIED PROFESSIONAL GEOLOGIST (AIPG)	No. CPG-11772
CERTIFIED ENGINEERING GEOLOGIST (California)	No. 2441
PROFESSIONAL CIVIL ENGINEER (California)	No. C69045
PROFESSIONAL CIVIL ENGINEER (Montana)	No. 19561
PROFESSIONAL CIVIL ENGINEER (Maryland)	No. 40932
PROFESSIONAL CIVIL ENGINEER (Washington)	No. 50809
CERTIFIED ENVIRONMENTAL MANAGER (Nevada)	No. 2168

## Academic Education

**Bachelor of Science**, 1997, Geology, California State University, Northridge, California.

## Professional History

James Robinson has grown up surrounded by geotechnical engineering, engineering geology, and environmental sciences. He has followed his father (Brian) along with six of his siblings into the field of environmental sciences, engineering and geology. James Robinson has been practicing both engineering geology and environmental since 1992 and has been involved in development of residential, commercial, and industrial properties and helped several school districts through the environmental process. He has investigated many types of chemical contamination, including hydrocarbons, PCEs, DDT, PCBs, and arsenic. James started his own firm in 2008 and currently, is Owner and President of Enviro Assessment, PC. Enviro Assessment, PC offers environmental site assessments, soils and groundwater investigations, industrial wastewater systems, vapor mitigation foundation designs, and manger over publication of NEPA and CEQA Initial Studies.

## Professional Services Offered

James currently is the principal Geologist and Civil Engineer at Enviro Assessment, PC. James over sees the production of the Phase I ESAs, Phase II ESAs, NEPA/CEQA, and Soils and Geology Reports. James is licensed in multiple states allowing him to provide this service for larger national clients which need services in multiple states.