

**LEGAL NOTICE  
REQUEST FOR PROPOSALS/  
DEVELOPMENT OPPORTUNITY**

Solicitation of a purchase and development proposal leading to a disposition and development agreement (DDA) for: Lots 2-3 (Block 1) within Alturas Technology Park, Phase II, Moscow, ID.

The Moscow Urban Renewal Agency (MURA), the urban renewal agency for the City of Moscow, Idaho, a public body corporate and politic, invites developers to submit a proposal with accompanying qualifications for the purpose of disposition and development of lots 2-3 (Block 1) within Alturas Technology Park, Phase II, Moscow, ID.

The developer selected through this RFP process will enter into an exclusive right agreement and subsequently, a disposition and development agreement. Interested individuals and firms are invited to obtain submission instructions from the MURA. Submission packets are available beginning June 11, 2018. The deadline for responses is 5:00 p.m. on July 11, 2018.

For further information, please contact the Agency's Broker, Justin Rasmussen at Palouse Commercial Real Estate at (208) 882-3800. Responses received after the deadline will be considered during the next award period. The disposition and development opportunity will be awarded to the firm or firms which, in the sole opinion of MURA, is the best qualified to successfully develop the project(s). The right is reserved to reject any or all submittals not conforming to the intent and purpose of this Request for Proposals whenever such action appears in the best interests of MURA. Submission of a statement of qualifications does not constitute business terms under an eventual agreement. MURA will not pay costs incurred in responding to this Request for Proposals. MURA may cancel this process at any time prior to the execution of any agreement without liability. More specific information as well as terms and conditions will be forwarded to those individuals and firms seeking to participate in the RFP process.

Publish: June 9, 2018 & June 16, 2018

## **MOSCOW URBAN RENEWAL AGENCY REQUEST FOR PROPOSALS:**

### **DISPOSITION AND DEVELOPMENT OF 1-2 LOTS IN ALTURAS TECHNOLOGY PARK II, MOSCOW, ID**

The Moscow Urban Renewal Agency (MURA) is pleased to announce the availability of two (2) lots for disposition and development in Moscow's Alturas Technology Park II. The Alturas Technology Park II is located adjacent to and to the east of Alturas Technology Park I, south of State Highway 8 and between Blaine Street and Mountain View Road, Moscow, Idaho.

The MURA invites developers to submit proposals for disposition and development of one (1) or more of the lots in conformance with pertinent zoning restrictions, real estate covenants, conditions and restrictions, and the Second Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005 (the Urban Renewal Plan).

This competitive bid process is intended to allow interested developers to respond to development opportunities in Alturas Technology Park. The MURA will negotiate an agreement with selected developer(s) for purchase of lot(s) and negotiation of a Disposition and Development Agreement (DDA).

1. **Project Summary:** Two (2) lots located in Alturas Technology Park II located near the intersection of State Highway 8 and Mountain View Road, Moscow, Idaho.

- Legal Description: Lots 2 and 3, Block 1, Alturas Business Park Phase II, Moscow, Idaho.
- Current Use: Undeveloped lots ready to build. Fully serviced with all utilities. Road and sidewalks installed.
- Current Zoning: Research, Technology and Office (RTO).
- Ownership: Moscow Urban Renewal Agency.
- Intended Use: Uses in conformance with the Urban Renewal Plan, City of Moscow RTO Zone and recorded conditions, covenants and restrictions.
- Price: To be negotiated, but in no case less than the fair value for uses in accordance with the urban renewal plan as determined by a fair use appraisal.

2. **Background:** In 1996, the Moscow Urban Renewal Agency adopted the City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 1996. The plan was designed to promote the location of clean, technology based businesses in a quality subdivision with other similar businesses. This plan was approved and Alturas Technology Park I was developed. Alturas I had six (6) commercial lots and one (1) lot devoted to a public park. Building on the success of Alturas I, the MURA proceeded with the development of Alturas Technology Park II. Alturas II has seven (7) lots

of which two (2) are now available for purchase through this disposition and development process.

3. **Project Objective:** The MURA is seeking business owners and developers who are prepared to pay no less than the fair use market price for lots and who are willing to develop those lots for purposes and uses in conformance with the Second Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005. The MURA envisions the development of an esthetically pleasing and efficient research and technology park including prototype manufacturing and office uses as allowed by current zoning regulations and real estate covenants, conditions and restrictions, along with compliance with the Urban Renewal Plan.
4. **Development Requirements:** The development will conform to the requirements of the real estate covenants, conditions and restrictions, and all development and zoning regulations along with the Urban Renewal Plan.
5. **Submittal Requirements:**

The proposer shall:

- Submit a cover letter which outlines the relevant details of the development proposed to be constructed on the lot, including, but not limited to: type of business to be conducted, business plan, size of structure, basic design, including one or two story configuration;
- Identify funding sources;
- Identify business partners, principals, etc.;
- Be willing to execute a DDA; and
- Execute release documents as attached at time of submission of proposal.

Two (2) copies of the proposal, including the executed release documents, should be submitted to Moscow Urban Renewal Agency, in care of Bill Belknap, Executive Director, PO Box 9203, 221 East Second Street, Moscow, Idaho, 83843. All proposals shall be clearly marked “Alturas Lot Proposal”. Project 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 email 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, the best interest of the MURA would be served.

6. **Proposal Selection Criteria:** The MURA will select the preferred development proposal based on the following criteria:
  - How the proposed development meets the MURA’s goals and objectives for the Alturas Technology Park II area as outlined in the Urban Renewal Plan.
  - Compliance of the proposed development with pertinent zoning restrictions, real estate covenants, conditions and restrictions and the Urban Renewal Plan.

- Probability of the proposed development's success – based upon the stability of the developer, market analysis, business plan, and timeline.
- Developer's expectations of the MURA for the project's success.

**7. Target Dates and Timelines:**

Notice published and RFP issued	6/9/2018
Proposals due to MURA	7/11/2018
Review of proposals completed by MURA	7/25/2018
Selection and Execution of Exclusive Negotiation Agreement (ENA)	8/2/2018
Negotiation of Disposition and Development Agreement (DDA)	8/31/2018
Execution of DDA	9/6/2018

8. **Other Information:** All questions regarding this RFP should be directed to MURA Executive Director at (208) 883-7011. Only written responses from the MURA will be deemed official responses.
9. **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 Urban Renewal 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 most qualified developer to meet the stated duties as evaluated under the criteria set forth herein. Final selection will be made by the MURA Commission.

The issuance of the 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.



# Process for Selling Lots in Alturas II

The following process will be used in the marketing and sale of lots in the Alturas II subdivision. The lots in Alturas II are owned by the Moscow Urban Renewal Agency ("MURA") and the disposal of such real property is proscribed by Idaho Code §50-2011<sup>f</sup>.

The following process is specifically intended to meet the requirements of Idaho Code and to implement the intents and purposes of The Second Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005 (the "Plan") as adopted by the Moscow Urban Renewal Agency and the City of Moscow.

The Moscow Urban Renewal Agency may retain the services of outside vendors for the marketing and sale of the lots, including but not limited to, the Latah Economic Development Council, real estate brokers or agents or other entities.

## **Step One:     Publish Notice of Request for Proposals**

Public notice of the Request for Proposals for development of the real property must be published in a newspaper of general circulation (Moscow Pullman Daily News) for thirty days. Such notice shall identify the area, or portion thereof, and shall state that proposals shall be made by those interested within thirty (30) days after the date of publication of said notice, and that such further information as is available may be obtained at such office as shall be designated in said notice. Responses to the RFP must be received within the thirty day period announced in the notice.

## **Step Two:     Requirements of Responses**

Proposers must respond within the thirty day period announced in the notice. The proposal(s) should include a proposal for development and purchase or lease of the property and statements of qualifications of the proposer. The proposal must also in an executed Release, Waiver and Indemnity Agreement (form to be provided by the Urban Renewal Agency) as well as a letter of preliminary zoning compliance from the City of Moscow Zoning Administrator.

## **Step Three:   Selection of Proposals**

Proposal and qualifications are considered by the MURA Commissioners during a regular Commission meeting. If multiple proposals are received, the MURA Commissioners shall consider all such proposals and the financial and legal ability of the persons making such proposals to carry them out, and may negotiate with any persons for proposals for the purchase, lease or other transfer of any real property acquired by the agency in the urban renewal area. The MURA may accept the proposal as

it deems to be in the public interest and in furtherance of the purposes of Idaho Urban Renewal laws and the Plan.

**Step Four:**    **Negotiation Procedures**

After selection of the successful proposal, the MURA shall enter into an Exclusive Negotiation Agreement (ENA) with the developer. Such ENA shall define the terms of the negotiation, time period for negotiation, deposit, development concept, purchase or lease price, requirements of financial ability to complete the project, identification of process and participants in the development of the project and other considerations. The purpose of the ENA is to engage in good-faith negotiations with the developer in order to assure a project that is designed to meet the intents and purposes of the Plan.

**Step Five:**    **Appraisal**

After the MURA and the developer have executed the ENA, the MURA shall retain the services of a certified real estate appraiser for the purposes of appraisal of the property. Such appraisal shall determine the fair value of the real property. In determining the fair value of real property for uses in accordance with the Plan, the appraiser and the MURA shall take into account and give consideration to the uses provided in the Plan; the restrictions upon, and the covenants, conditions and obligations assumed by the developer. The appraiser shall consider all matters relevant and customary to real estate appraisals and shall consider also the objectives of the Plan and the uses proposed by the developer.

**Step Six:**    **Satisfaction of Exclusive Negotiation Agreement and Acceptance of Appraisal**

Upon successful completion of the requirements of the ENA, the MURA and the developer shall enter into a Disposition and Development Agreement which shall contain appropriate assurances that the developer shall complete the project in accordance with the ENA and the Plan.

**Step Seven:**    **Transfer of Title**

Upon the successful negotiation and execution of the Disposition and Development Agreement, the MURA shall, for no less than the fair use value of such property, transfer the same to the developer.

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<sup>†</sup> 50-2011. DISPOSAL OF PROPERTY IN URBAN RENEWAL AREA. (a) An urban renewal agency may sell, lease, or otherwise transfer real property or any interest therein acquired by it

for an urban renewal project, and may enter into contracts with respect thereto, in an urban renewal area for residential, recreational, commercial, industrial, educational or other uses or for public use, or may retain such property or interest for public use, in accordance with the urban renewal plan, subject to such covenants, conditions and restrictions, including covenants running with the land, as it may deem to be necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this act: Provided, that such sale, lease, other transfer, or retention, and any agreement relating thereto, may be made only after the approval of the urban renewal plan by the local governing body. The purchasers or lessees and their successors and assigns shall be obligated to devote such real property only to the uses specified in the urban renewal plan, and may be obligated to comply with such other requirements as the urban renewal agency may determine to be in the public interest, including the obligation to begin within a reasonable time any improvements on such real property required by the urban renewal plan. Such real property or interest shall be sold, leased, otherwise transferred, or retained at not less than its fair value for uses in accordance with the urban renewal plan except property disposed of by it to the community or any other public body which property must be disposed of pursuant to the provisions of subsection (f) of section 50-2015, Idaho Code, even though such fair value may be less than the cost of acquiring and preparing the property for redevelopment. In determining the fair value of real property for uses in accordance with the urban renewal plan, an urban renewal agency shall take into account and give consideration to the uses provided in such plan; the restrictions upon, and the covenants, conditions and obligations assumed by the purchaser or lessee or by the urban renewal agency retaining the property; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas. The urban renewal agency in any instrument of conveyance to a private purchaser or lessee may provide that such purchaser or lessee shall be without power to sell, lease or otherwise transfer the real property without the prior written consent of the urban renewal agency until he has completed the construction of any or all improvements which he has obligated himself to construct thereon. Real property acquired by an urban renewal agency which, in accordance with the provisions of the urban renewal plan, is to be transferred, shall be transferred as rapidly as feasible in the public interest consistent with the carrying out of the provisions of the urban renewal plan. Any contract for such transfer and the urban renewal plan (or such part or parts of such contract or plan as the urban renewal agency may determine) may be recorded in the land records of the county in such manner as to afford actual or constructive notice thereof.

(b) An urban renewal agency may dispose of real property in an urban renewal area to private persons only under such reasonable competitive bidding procedures as it shall prescribe or as hereinafter provided in this subsection. An urban renewal agency may, by public notice by publication in a newspaper having a general circulation in the community (thirty (30) days prior to the execution of any contract to sell, lease or otherwise transfer real property and prior to the delivery of any instrument of conveyance with respect thereto under the provisions of this section) invite proposals from and make available all pertinent information to private developers or any persons interested in undertaking to redevelop or rehabilitate an urban renewal area, or any part thereof. Such notice shall identify the area, or portion thereof, and shall state that proposals shall be made by those interested within thirty (30) days after the date of publication of said notice, and that such further information as is available may be obtained at such office as shall be designated in said notice. The urban renewal agency shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out, and may negotiate with any persons for proposals for the purchase, lease or other transfer of any real property acquired by the agency in the urban renewal area. The urban renewal agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of this act. The agency may execute such contract in accordance with the provisions of subsection (a) and deliver deeds, leases and other instruments and take all steps necessary to effectuate such contract.

(c) An urban renewal agency may temporarily operate and maintain real property acquired by it in an urban renewal area for or in connection with an urban renewal project pending the disposition of the property as authorized in this act, without regard to the provisions of subsection

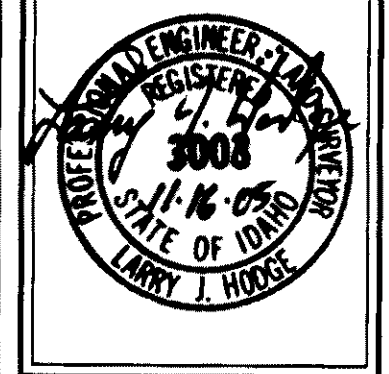
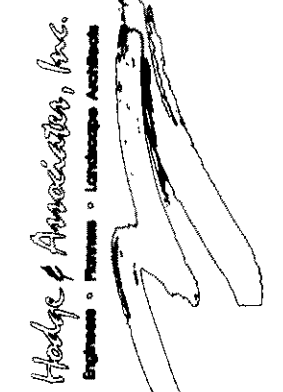
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(a) above, for such uses and purposes as may be deemed desirable even though not in conformity with the urban renewal plan.

(d) Any real property acquired pursuant to section 50-2007(d) may be disposed of without regard to other provisions of this section if the local governing body has consented to the disposal.

(e) Notwithstanding any other provisions of this act, and notwithstanding subsection (b) of this section, land in an urban renewal project area designated under the urban renewal plan for industrial or commercial uses may be disposed of to any public body or nonprofit corporation for subsequent disposition as promptly as practicable by the public body or corporation for redevelopment in accordance with the urban renewal plan, and only the purchaser from or lessee of the public body or corporation, and their assignees, shall be required to assume the obligation of beginning the building of improvements within a reasonable time. Any disposition of land to a nonprofit corporation under this subsection shall be made at its fair value for uses in accordance with the urban renewal plan. Any disposition of land to a public body under this subsection shall be made pursuant to the provisions of subsection (f) of section 50-2015, Idaho Code.

(f) Property previously acquired or acquired by an agency for rehabilitation and resale shall be offered for disposition within three (3) years after completion of rehabilitation, or an annual report shall be published by the agency in a newspaper of general circulation published in the community listing any rehabilitated property held by the agency in excess of such three (3) year period, stating the reasons such property remains unsold and indicating plans for its disposition.



TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO  
SECTION 17, T39 R5W, B.M.  
OWNER: URBAN RENEWAL AGENCY OF THE CITY OF

CURVE DATA					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
(A)	275.00'	22°10'02"	106.40'	105.73'	S 79°02'47" E
(B)	1954.88'	6°58'56"	238.23'	238.08'	S 71°27'14" E
(1)	1954.88'	2°40'56"	91.52'	91.51'	S 69°18'14" E
(2)	1954.88'	3°12'12"	109.29'	109.28'	S 72°14'48" E
(3)	1954.88'	1°05'48"	37.42'	37.42'	S 74°23'48" E
(4)	250.00'	7°58'47"	34.82'	34.79'	S 71°57'10" E
(5)	250.00'	14°11'15"	61.91'	61.75'	S 83°02'11" E
(6)	15.00'	90°00'02"	23.56'	21.21'	N 44°52'11" E
(7)	300.00'	12°31'34"	65.59'	65.46'	S 74°13'33" E
(8)	300.00'	9°38'28"	50.48'	50.42'	S 85°18'34" E
(9)	15.00'	89°59'58"	23.56'	21.21'	N 45°07'49" W

FOUND MONUMENT  
CITY OF MOSCOW STANDARD STREET MONUMENT  
LOT NUMBER  
BLOCK NUMBER  
CURVE DATA  
SET 5/8" DIA X 30" LONG REBAR W/ YELLOW  
PLASTIC CAP STAMPED "HODGE 3003"  
FOUND 5/8" DIAMETER IRON PIN  
RIGHT-OF-WAY  
CENTER LINE  
LOT LINE / SECTION LINE /ADJACENT PROPERTY  
SUBDIVISION BOUNDARY  
PUBLIC UTILITY EASEMENT



SCALE: 1" = 60'

Designed By:	LH
Drafted By:	SB
Checked by:	LH
File Name: 2507-Final plot.dwg	
Tab:	PLAT
Script File:	PLAT
Plot Style	PLAT
Project:	2507-02-04
Date:	11-14-05

## **RELEASE, WAIVER AND INDEMNITY AGREEMENT 2018**

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 seeking interested developers for the lots located in the area known as Alturas Business Park Phase II to the City of Moscow, Latah County, Idaho, pursuant to the Second Amended and Restated City of Moscow, Idaho Research and Technology Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005 (hereinafter "Project"), herein referred to as Submissions of Interest ("SOI");
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MURA's SOI (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 SOI and any responses by any Developer thereto;
4. Accept or reject any proposal or statement of interest received in response to the SOI including any proposal or statement of interest submitted by the undersigned, or select one Developer over another;
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 SOI, including any information or material set forth therein or referred to therein;
2. Any modification or suspension of the SOI 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 SOI 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 SOI.

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 SOI and the Undersigned's responses thereto, 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.

Respondent \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF IDAHO                    )  
  ) ss.  
COUNTY OF LATAH                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said State, appeared \_\_\_\_\_, known to me to be the person named above and acknowledged that he executed the foregoing document in his official capacity as \_\_\_\_\_ of \_\_\_\_\_.

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



**ALTURAS TECHNOLOGY PARK  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

THIS DECLARATION is made this 23RD day of DECEMBER 1996, by those described below as "Declarant" and "Association".

**WITNESSETH:**

WHEREAS, Declarant is the owner of real property in the City of Moscow, Latah County, Idaho, described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3, Alturas Technology Park as shown by the recorded plat thereof; and

WHEREAS, Association has been formed to administer and manage the Project and the Common Area of the Project, as described below, in accordance with this Declaration:

**DECLARATION**

NOW THEREFORE, Declarant and Association hereby declare that the real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3, Alturas Technology Park, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof, shall be held, leased, sold and conveyed to others subject to the following easements, restrictions and covenants which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declare that the Project and Common Area, as defined below, shall be administered and managed in accordance with this Declaration.

**ARTICLE 1**

**DEFINITIONS**

**Section 1.1** "Association" shall mean and refer to Alturas Technology Park, Inc., an Idaho nonprofit corporation.

**Section 1.2** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Park, as defined below, including contract sellers, and to contract purchasers of any

interest therein, but excluding those having any interest merely as security for the performance of an obligation.

Section 1.3 "Park" shall mean and refer to that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3 Alturas Technology Park, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof, and any additional real property that may hereafter be made part of the Park and subject to this Declaration.

Section 1.4 "Phase I" shall mean and refer to only that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3, Alturas Technology Park, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof.

Section 1.5 "Project" shall mean and refer to the development known as the Alturas Technology Park.

Section 1.6 "Common Area" shall mean: all real property and improvements thereon owned by the Association for the common use and enjoyment of the owners, as to which rights and/or easements pass as provided in Section 2.1; all areas and improvements thereon within or abutting the Park dedicated to the City of Moscow or other public agency, authority or utility for public purposes that the City of Moscow or other public agency, authority or utility and the Association have agreed are Common Area and shall be maintained, repaired and/or improved by the Association, which may include the planted areas within medians, land in its natural state, drainage easements, landscaped areas, linear parkland, and/or other parkland and/or improvements thereon; and any additional areas and/or improvements thereon if and only if the owners of two thirds of the acreage comprising the Park determine that such additional area or areas and/or improvements thereon should be Common Area.

Section 1.7 "Lot" shall mean and refer to each lot as shown by the recorded subdivision map or plat of real property in the Park with the exception of Common Area and any other areas dedicated for public purposes.

Section 1.8 "Declarant" shall mean and refer to Thompson Family Limited Partnership.

Section 1.9 "City zoning ordinances" or "City Code" shall mean and refer to the provisions of the zoning ordinances and Code of the City of Moscow, Idaho, as in force and effect as of the date an owner obtains a building permit for any Lot hereunder.

Section 1.10 "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 1.11 "EDC" shall mean and refer to the Moscow-Latah County Economic Development Council or its duly designated representative.

Section 1.12 "Agreement" shall mean and refer to the Agreement entered into March 6, 1996, between Declarant and EDC.

Section 1.13 "Marketing Agreement" refers to the Management and Marketing Agreement entered into November 6, 1996, between Declarant and EDC.

Section 1.14 "URA" shall mean and refer to Urban Renewal Agency of the City of Moscow, Idaho.

## ARTICLE II PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment. Every Owner and such Owner's lawful tenants, subtenants, concessionaires, assignees and their invitees shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) any and all rights of the City of Moscow, or other public agency, authority or utility;
- (b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Declarant to dedicate or transfer all or any part of the Common Area owned by Declarant to any public agency, authority or utility. At such time as one-half (1/2) of the acreage comprising the Park's Lots has been conveyed to parties other than the Declarant, this right to dedicate or transfer easements in the Common Area shall expire in the Declarant and transfer to the Association.

### ARTICLE III

#### ASSOCIATION AND BOARD OF DIRECTORS

Section 3.1 Appointment to Board. The Association shall be governed by a Board of Directors consisting of one (1) director appointed by each Lot Owner or Lessee. The right to designate a director shall be appurtenant to and may not be separated from ownership or the leasing of any Lot. One (1) non-voting Director representing the University of Idaho shall be appointed by the President of the University of Idaho or his/her designee, and one (1) non-voting Director shall be appointed by EDC. Any vacancies on the Board of Directors shall be filled in the same manner in which the director whose position has become vacant was originally appointed.

Section 3.2 Administration. The Association shall conduct its affairs in accordance with the Idaho Nonprofit Corporation Act, the Bylaws of the Association and this Declaration.

Section 3.3 Voting Rights. In all Association matters, a director shall be entitled to one (1) vote for each Lot such Board member represents by appointment. No more than one (1) vote can be cast for each Lot.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments, if any, established and collected as hereinafter provided.

However, the Association shall not at any time assess any Association costs or expenses against Declarant arising from Declarant's ownership of undeveloped Lots within the Property and shall indemnify and hold Declarant harmless from any such assessments and costs.

The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made.

Section 4.2 Purpose of Annual Assessments. The annual assessments levied by the Association may be used to pay for security, maintenance,

reconstruction and repair of the Common Area and improvements thereon, insurance, taxes, legal, accounting and other professional expenses, costs and expenses attributable to Declarant's ownership of any undeveloped Lots as if Declarant had been assessed as an Owner under Article IV hereof (only to the extent, if any, funds are not available from section 4.9 receipts), farming and/or maintenance of the Park and/or land bordering the Park and any other lawful and reasonably necessary expenses related to the Association's responsibilities to its members.

Section 4.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition, leasing, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including improvements, fixtures and personal property related thereto, provided that any such assessment shall have the written consent of the Owners of Lots comprising at least two-thirds (2/3rds) of the total acres situated within the Park. Any such assessment which exceeds Ten Thousand Dollars (\$10,000) in the aggregate shall have the written consent of the Owners of Lots comprising at least three-quarters (3/4) of the total acres situated within the Park.

Section 4.4 Uniform Rate of Assessments. Each Lot in the Park shall be assessed that portion of the aforesaid annual or special assessments bearing the same ratio to the total thereof as the number of acres comprising said Lot shall bear to the total number of acres comprising all Lots, excluding all Common area and/or land dedicated to the City of Moscow or any other public agency, authority or utility.

Section 4.5 Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence at such time as the Board of Directors shall designate. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period; provided, however, that the failure of the Board of Directors to fix the annual assessment as above provided shall be conclusively deemed to be an election by the Board of Directors to continue in effect the annual assessments made for the preceding annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a Director of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 4.6 Effect of Nonpayment of Assessments - Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner or foreclose the lien against the Lot. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 4.7 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.8 Exempt Property. All real property dedicated to, and accepted by, a public authority shall be exempt from the assessments created herein except in respect to any land used for business or proprietary functions. However, no land or improvements devoted to a business use shall be exempt from said assessments.

Section 4.9 Collection and Use of Certain Funds Derived from Lot Sales.

So long as EDC meets the sales and/or long-term lease requirements set forth in the Agreement, from the sale of such Lots, Declarant shall pay to the Association, at the closing of each Lot sale, the amount (hereinafter referred to as "Funds") required by the Agreement and the Marketing Agreement.

Funds shall be used to pay for Association's obligations to EDC under the Agreement and Marketing Agreement and, in lieu of any assessment against Declarant, to pay costs and expenses attributable to Declarant's ownership of any undeveloped Lots as if Declarant had been assessed as an Owner under Article IV hereof.

Section 4.10 Disposition of Excess Funds. It is anticipated that the Association may, from time to time, accumulate Funds in excess of those reasonably necessary to meet the requirements set forth in Sections 4.9 of this Agreement and, when such an accumulation occurs and so long as EDC meets sales and/or long term lease requirements under the Agreement and Marketing Agreement, the Association must declare there to be an amount of excess income ("Excess Income"). Upon such declaration, the Association must immediately transfer the Excess Income to EDC to be held by EDC, in trust, and used by EDC only for the purposes of planning, marketing and developing any additional phases of the Project contiguous to Phase I and/or any additional phases of the Project and/or planning, marketing and developing other business and/or technology parks or projects within Latah County, Idaho, and/or, if there is not further development of the Project beyond Phase I, EDC may utilize Excess Income to develop enhancements and/or improvements to Phase I. If Association retains Excess Income because EDC has not met sales and/or long term lease requirements under the Agreement and Marketing Agreement, Association shall utilize Excess income for the same purposes set forth in this section.

Section 4.11 Management and Marketing Services. So long as EDC meets the sales and/or long-term lease requirements set forth in the Agreement and Marketing Agreement, EDC shall be under contract with and be paid by the Association a fee commensurate with services provided to perform the following management services and activities for the Association:

- A. Provide staff support to the Association and Board.
- B. Monitor all Project development for compliance with the Declaration.
- C. Ensure that development, maintenance and repair activities are carried out for the Common Areas of the Park.
- D. Act as a liaison between Lot owners and all units of government.
- E. Represent the Association's interests during planning and construction of the Project infrastructure.

- F. Develop and nurture ties to the University of Idaho.
- G. Provide business assistance to Lot owners and tenants of the Project similar to the business assistance provided to North Central Idaho Business Technology Incubator tenants.
- H. Plan, develop, manage and market Phase II, in accordance with the Agreement and Management Agreement, and negotiate, plan, develop and market such additional phases of the Project upon such terms and conditions as may be agreed among these parties.
- I. Act as a liaison between Declarant and the Association and those persons or entities purchasing or leasing Lots in the Project.
- J. Recruit potential occupants for the Project.
- K. Perform general marketing activities related to the Project, including brochure development.

**ARTICLE V**  
**DESIGN COMMITTEE**  
**USE RESTRICTIONS**

**Section 5.1 Architectural Control.** In order to ensure proper landscaping and architectural compatibility, a Design Committee shall be established and shall consist of three (3) persons, two (2) of whom are members or representatives of members selected by the Board of Directors, and one of whom shall be the Executive Director of the Moscow-Latah County Economic Development Council (EDC). These individuals shall serve as the Design Committee for one year terms, or until their successors are selected. In the event of resignation or other inability to serve of any member of the Design Committee, the Board of Directors shall designate a successor committee member or members.

**Section 5.2 Construction of Improvements.**

- (a) **Approval of Plans by Design Committee Required.** No improvements shall be constructed, erected, placed, altered, maintained or permitted to remain on any Lot by any Owner or Occupant until final plans and specifications in conformance with the Declaration and these Design Committee Rules shall have



been submitted to and approved in writing by the Design Committee. A basic filing fee, the amount of which shall be set from time to time by the Design Committee, shall be paid to the Design Committee in connection with the review of any proposed plans or specifications or other proposed action. If said filing fee shall be inadequate to cover the Design Committee's reasonable expenses (including without limitation a reasonable fee for professional services rendered by a licensed architect, landscape architect or civil engineer and a reasonable fee for professional services rendered by the hazardous materials consultant) in conducting its review, the Design Committee shall assess, and the applying Owner or Occupant shall pay, such additional amount as shall be necessary to cover the reasonable expenses of the Design Committee.

- (b) Content of Plans and Specifications. Prior to the construction or alteration of any improvements on any Lot, final plans and specifications shall be submitted in duplicate over the authorized signature of the Owner or Occupant or both of the Lot or the authorized agent thereof, to the Design Committee at such address as may be specified from time to time by the Design Committee and shall include, without prejudice to the right of the Design Committee to require otherwise, at least the following:
- (1) Topographical plat showing contour grades (with 1-foot contour intervals) and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot corners and at corners of proposed improvements. Lot drainage provisions, including provisions for connections to the City of Moscow drainage system, shall be included as well as cut-and-fill details if any appreciable change in the Lot contours is contemplated.
  - (2) Exterior elevations
  - (3) Exterior materials, colors, textures and shapes (including the submittal of samples where practicable).

- (4) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, trees, vegetation and ground cover.
- (5) Parking area and driveway plan.
- (6) Screening of loading areas, mechanical equipment and utility equipment, including size, location and method.
- (7) Utility connections, including routing of electrical and telephone cables.
- (8) Exterior illumination, including locations, manufacturer's fixture number and supporting photometric test data.
- (9) Fire protection system.
- (10) Facilities and procedures for the containment, storage and disposal of hazardous materials.
- (11) Signs, including size, location, orientation, shape, color, character and materials.
- (12) Outside storage and refuse collection area and related screening.
- (13) Proposed construction schedule.
- (14) Proposed use of parcel of land and such other matters as may be required by the then applicable zoning code of the City of Moscow.

If plans and specifications are not sufficiently complete or are otherwise inadequate, the Design Committee may reject them as being inadequate, or may approve a part thereof conditionally and reject the balance.

One set of the plans and specifications shall be kept by the Design Committee and retained as part of its permanent files.

- (c) Basis of Approval. Approval of plans and specifications shall be based, among other things, upon general adequacy of site dimensions, landscape design, conformity and harmony of the exterior design and of location with neighboring sites, compliance with applicable governmental requirements, and conformity to both the specific and general intent of the restriction and covenants set forth in the Declaration and these Design Committee Rules, without limitation, restrictions and covenants pertaining to Building Coverage, floor area ratios, adequacy of parking, and landscaping coverage. The Design Committee shall not arbitrarily or

unreasonably withhold its approval of any plans and specifications, and where deemed appropriate, may allow minor deviations from the restrictions and covenants set forth in the Declaration and Design Committee Rules. In the event that the Design Committee shall disapprove of any plans or specifications submitted to it for approval, it shall notify the person seeking the approval of the specific reasons for its disapproval. Except as otherwise provided in this Declaration, the Design Committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

- (1) Failure to comply with any of the restrictions set forth in the Declaration, or these Design Committee Rules, including, without limitation, restrictions pertaining to Building Coverage, floor area ratios, adequacy of parking and landscaping coverage, and conformance with the Alturas Technology Park Master Plan.
- (2) Failure to include information in such plans and specifications as may have been reasonably requested by the Design Committee.
- (3) Objection to the exterior design or the appearance of materials employed in any structure.
- (4) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots or other property in the vicinity of Alturas Technology Park.
- (5) Objection to the location of any proposed structure with reference to other Lots or other property in the vicinity.
- (6) Objection to the grading or landscaping plan for any Lot.
- (7) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any structure.
- (8) Objection to the methods and structures proposed for the safe handling and storage of hazardous materials.
- (9) Objection to the design of the parking area, or the location or design of loading areas, maneuvering areas, or driveways.

- (10) Any other matter which, in the judgment of the Design Committee, would render the proposed improvements or use inharmonious with the general plan for improvement of Alturas Technology Park or with improvements located upon other lots or other property in the vicinity.
- (d) Result of Inaction. If the Design committee fails to approve or disapprove such plans and specifications or to reject them as being inadequate within 60 days after submittal thereof, the person or persons applying for said approval shall notify the Design Committee in writing of its failure to timely approve or disapprove, and if the Design Committee thereafter fails to send a notice of disapproval within 30 days after receipt of such written notice, it shall be conclusively presumed that the Design Committee has approved such plans and specifications.
- (e) Limitation of Liability. The Declarant, the Association and the Design Committee shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:
- (1) The approval or disapproval of any plans, drawings or specifications, whether or not in any way defective;
  - (2) The construction of any improvement, or performance of any work whether or not pursuant to approved plans, drawings and specifications; or
  - (3) The development of any Lot within Alturas Technology Park.
- (f) Commencement and Completion of Construction in Timely Manner.
- (1) Upon the initial purchase of any Lot or Lots in the Project from Declarant, the Owner shall, as soon as practicable, present all plans and specifications for improvements to be constructed, erected or placed, on said Lot or Lots to the Design Committee for review. If the construction is not completed within two (2) years from the date of purchase of said Lot or Lots by any such Owner from Declarant, the Association may assess against the Owner of said Lot or Lots, as a lien against said Lot or Lots, as provided under Article IV hereof, a penalty of five percent (5%) of the purchase price thereafter for each year or portion thereof that construction of improvements has not been completed.

- (2) Upon receipt of the approval from the Design Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approved plans and specifications.
- (3) If the Owner shall fail to satisfy all conditions and commence the construction, reconstruction, refinishing, alteration or other work pursuant to the approved plans and specifications within 1 year from the date of such approval, any approval given by the Design Committee shall be deemed revoked unless upon the written request of the Owner made to the Design Committee prior to the expiration of said 1-year period and upon a finding by the Design Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Design Committee.
- (4) The Owner shall in any event complete the construction, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) of any improvement on his Lot within 1 year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or natural calamities. If the Owner fails to comply with this paragraph, the Design Committee shall notify the Association of such failure, and the Association, at its option, may complete the exterior in accordance with the approved plans and specifications or remove the improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.
- (5) Upon the completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of, any improvement, or upon the completion of any other work for which approved plans and specifications are required

hereunder, the Owner shall give notice thereof to the Design Committee, and within 60 days thereafter the Design Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans and specifications. If the Design Committee finds that such construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner of such noncompliance within such 60-day period and shall require the Owner to remedy such noncompliance. If upon the expiration of 60 days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Design committee shall notify the Association of such failure, and the Association, at its option, may remove the improvement or remedy the noncompliance, and the Owner shall reimburse the Association for all expenses incurred connection therewith. If for any reason the Design Committee fails to notify the Owner of any noncompliance within 60 days after receipt of said notice of completion thereof from the Owner, the improvement shall be deemed to be in accordance with said approved plans and specification.

- (6) Prior to and during construction of improvements, every Owner shall maintain his/her Lot free of weeds in a sightly, well maintained and well kept manner. If the Association determines that a Lot Owner is not in compliance, the Association will notify the owner of the Lot(s) in writing that are in violation. If the situation is not remedied within 30 days, the Association shall take the necessary steps to cause the Lot(s) to be brought back into a well-maintained state. Any costs incurred by the Association will be assessed against the Owner of such Lot and become a lien against such Lot as provided in Article IV hereof.

- (g) Construction Without Approval. If any improvement is constructed, altered, erected, placed or maintained upon any Lot or any new use commenced upon any Lot other than with the specific approval by the Design Committee pursuant to the provisions of the Declaration and these Design Committee Rules or other than in accordance with such approved plans and specifications, such construction, alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of the Declaration and these Design Committee Rules, and upon written notice from the Association or the Declarant, any such improvement so constructed, altered, erected, placed, maintained or used upon any Lot in violation of the Declaration or these Design Committee Rules shall be removed or altered so as to conform to the Declaration and these Design Committee Rules and to approved plans and specifications, and any such use shall cease or be modified so as to conform to the Declaration and these Design Committee Rules. Should such removal or alteration, or cessation or modification of use not be accomplished within 30 days after receipt of such notice, then the party in breach of the Declaration or these Design Committee Rules shall be subject to the enforcement procedures set forth in Section 6.1 of the Declaration.

Section 5.3 Development Standards. The following standards are intended to control the character and intensity of development within the Park. Although these standards are expressed as minimums or maximums, as applicable, the precise standards applicable to a given Lot will be determined by the Design Committee. The Design Committee may require more restrictive standards but in no case shall the Design Committee permit a standard which is less restrictive than as set forth herein or in the Declaration or as set by governmental agencies having jurisdiction over the development of the Park. This discretionary authority is necessary to provide the flexibility required to implement the intent of these Design Committee Rules in providing a high quality character of development. In addition to the development standards set forth herein or in the Declaration, or otherwise set by the Design Committee, the development of the Park shall also be subject to all applicable standards set by

the State of Idaho, Latah County, and City of Moscow, or any other governmental authority having jurisdiction over the premises, including without limitation the standards from time to time set forth in the Zoning Ordinance, Subdivision Ordinance and/or Land Use Ordinance of the City of Moscow, or any successor or replacement thereof, as applied to the Park, provided, however, that if the standards set forth in this Declaration are more restrictive than the standards established by the City of Moscow that the standards set forth in this Declaration shall control.

(a) Lot Area.

(1) Except as set forth in the Declaration, the Minimum lot Size for each Lot shall be as designated in the zone and plat map.

(b) Building Coverage. The maximum Building Coverage shall not exceed 25% of the total Lot area.

(c) Height Limitations. The maximum height of all buildings and structures shall be 65 feet as measured vertically from the ground elevation at all points to the roof plate of the building; provided, however, that antennas or towers for the transmission or reception of telephone, television, microwave or radio signals which exceed such height may be permitted with the consent of the Design Committee pursuant to Section 3(h) below.

(d) Setback Requirements. The minimum distance between improvements and property boundaries shall be as follows:

(1) From Lot boundaries which abut public streets, the minimum setback for all buildings and structures shall be twenty-five feet from any boundary of a Lot adjoining a street or area designated for roadway use.

(2) For all side and rear Lot boundaries, the setbacks for all buildings and structures shall be not less than 20 feet, except when adjacent to R-1, R-2, R-3 or R-4 zoned property in which event side and rear yard setbacks must be 20 feet or equivalent to the height of the building, whichever is greater.

(3) From Lot boundaries, the setback for bicycle and pedestrian area, if any, shall be not less than 5 feet.



- (e) Exceptions to the Setback Requirements. The following improvements, or parts of improvements, are specifically excluded from the setback requirements set forth in Section 5.1(e) above:
- (1) Roof overhangs, unenclosed balconies and decks, subject to the approval in writing from the Design Committee provided said overhangs, unenclosed balconies and decks do not extend more than 6 feet into the setback area;
  - (2) Steps and walkways;
  - (3) Fences and walls, except that no fence or wall shall be placed closer than 25 feet from a Lot boundary fronting upon any public street without the prior written approval of the Design Committee;
  - (4) Landscaping and irrigation systems;
  - (5) Planters, not to exceed 3 feet in height, except that planters of greater height may be built within the setback area with the prior written approval of the Design Committee;
  - (6) Park identification signs, directional signs and signs identifying the Owner or occupant of a Lot, subject to the prior written approval of the Design Committee;
  - (7) Lighting fixtures, subject to the prior written approval of the Design Committee;
  - (8) Underground utilities and sewers; and
  - (9) Driveways, as hereinafter provided, subject to the limitations on offstreet parking and internal circulation set forth above.
- (f) Offstreet Parking Requirements. Except as set forth in this Declaration, offstreet vehicular parking shall be provided according to the City of Moscow's Zoning Ordinance.
- (1) Required offstreet parking shall be provided on the Lot requiring the parking, on a contiguous Lot, or within such distance from the Lot as the Design Committee deems reasonable. Where parking is provided other than upon the Lot concerned, the Association shall be given a certified copy of a recorded instrument, duly executed and acknowledged by the person or persons holding title to the lot or other property upon which the parking area is located, stipulating to the permanent reservation of the use of the lot

or other property for such parking area. In no case shall the provisions of parking on another Lot result in an inadequate number of parking spaces being provided to serve the uses and operations on that other Lot, in accordance with the parking requirements of these Design Committee Rules.

- (2) Parking areas shall be paved so as to provide dust-free, all-weather surfaces and shall be curbed and guttered with concrete. Each parking space provided shall be designated by lines painted upon the paved surface.
  - (3) In all parking areas, the parking spaces, driveways and space for the movement of vehicles shall be designed in accordance with the City of Moscow Zoning Ordinance, as the same may be amended from time to time.
  - (4) From Lot boundaries, the setback for offstreet parking areas shall be not less than 5 feet.
- (g) Loading and Maneuvering. Adequate area shall be provided on each Lot for all loading and maneuvering of trucks and other vehicles in order that such operations will not be carried out in the streets. Such areas shall be located and screened as follows:
- (1) No loading docks or areas shall face the street or be placed on the sides of a building less than 50 feet from the front property boundary. If loading docks or areas are located on the sides of a building, they shall be screened from public view. Such screening shall be of design and material which is compatible with and complementary to the building design and material used in building construction or landscaping, and shall be located so that no loading areas are visible from any Lot lines which abut a public street or from any adjacent Lots.
  - (2) All truck loading, unloading and circulation areas shall be separated from automobile circulation and parking areas, particularly guest parking, to the extent reasonably possible.
  - (3) All loading areas shall be designated in accordance with the City of Moscow Zoning Ordinance, as the same may be amended from time, and shall be subject to approval of the Design Committee.

- (h) Driveways. On each Lot driveways shall be provided as follows:
- (1) Each Lot shall be permitted to have 2 curb cuts on a public street upon which the lot fronts. Additional curb cuts shall be permitted with the approval of the Design Committee, but at a rate no less than 1 curb cut per 100 feet of street frontage (after 200 feet for the first 2 cuts.) The location of curb cuts to the main entrance to each Lot shall correspond to breaks in the center median, if any, of public streets, to the extent reasonably possible.
  - (2) Driveway width shall be a maximum of 30 feet.
  - (3) Driveways shall be paved with asphalt or concrete and generally curbed and guttered, unless otherwise approved by the Design Committee in writing.
- (i) Landscaping and Screening. The landscaping and screening requirements for each Lot shall be as follows:
- (1) All portions of a Lot not used for parking, circulation, buildings or storage shall be permanently landscaped.
  - (2) All required setback areas, exclusive of permitted offstreet parking areas and private drives for ingress, egress or circulation, shall be landscaped.
  - (3) A minimum of 4 feet of landscaping shall be provided between the exterior walls of all buildings and detached or uncovered parking areas or internal circulation areas.
  - (4) All portions of a Lot not fronting on a street and not used for parking, circulation, buildings or storage shall be planted with species appropriate to the building design and environmental condition. This includes areas held for future development or future expansion of parking areas.
  - (5) All required setback areas fronting the street shall be landscaped and maintained in good order and condition by the Owner or occupant of any Lot whose property line fronts onto the street.
  - (6) Landscape treatment of the Lot shall be in the form of grass lawns, shrubs, and ground covers, shade trees in parking area, street trees, and plantings in areas used as dividers and in any areas of limited use. Landscaping shall be used

to mark entrance points and parking areas. It shall be used to enhance building scale and form. Landscape treatment shall not interfere with sight line requirements at street or driveway intersections.

- (7) Areas used for parking shall be screened from view from adjacent streets and highways by plant materials, berms, or attractive fencing. Such screening shall extend a minimum of 42 inches above pavement in said parking area. Plant materials used for this purpose shall consist of lineal or grouped masses of shrubs and trees. Berms shall have slope of 1:4 or less.
- (8) All parking areas shall be planted with trees (spreading shade trees preferred) at close regular intervals, with 1 tree per 8 parking spaces in double-loaded aisles and 1 tree per 4 parking spaces in single-loaded aisles.
- (9) The use of landscaping for climate control shall be encouraged, particularly the use of large canopy trees for shade. Use of diverse and colorful plant materials indicative of the Lot's intrinsic character shall also be encouraged.
- (10) Landscaping in accordance with the plans submitted and approved by the Design Committee must be installed prior to the occupancy of the building, except that in case of bad weather conditions, the landscaping may be installed following occupancy, provided a security bond (naming the Association as obligee) equal to the cost of the landscaping is submitted to the Design Committee prior to occupancy.
- (11) Landscape irrigation systems are required. All landscaped areas shall be maintained. Lots shall not be allowed to become weed-infested or grass, shrubs and trees to become overgrown and unsightly. If the Association finds such a condition to exist, the Association will notify the Owner of the Lot(s) in writing that they are in violation and if the situation is not remedied within 30 days, the Association shall take the necessary steps to cause the Lot to be brought back into a well-maintained state. Any costs

incurred by the Association will be charged to the Owner of the Lot.

Section 5.4 Building and Site Design. The objective in building standards is to obtain consistency and quality in architectural design in order to protect and enhance the well planned campus image of the Park. In order to maintain consistency, yet permit interest and variety and the use of new materials as they develop, all architectural designs, including those for alterations, additions or remodeling, are subject to review and approval of the Design Committee. The design requirements specified below are intended to convey a general tone and ambiance desired for the Park. The design requirements are deliberately general in nature in order to permit some flexibility in design.

- (a) Building Design. The general design character expressed on each Lot shall be in keeping with the campus-like setting of the Park. The building theme shall reflect the Lot's intrinsic character. Building architecture shall be of high quality but natural appearing, emphasizing the outdoor environment, and shall comply with the following provisions.
  - (1) The architecture should make use of design details which express a campus-like image and could include such elements as steeply pitched roofs, strong horizontal features, the use of terraces, wide overhangs, louvers, trellises and other design details.
  - (2) Building appearance should express the structural system of the building. Expression of the roofline, the baseline of buildings and the main building entry should be emphasized features. Door and window openings, including service doors, should be integrated into the building appearance through modular organization and/or scoring systems.
  - (3) Where more than 1 building is constructed on a Lot, all buildings shall reflect the same design expression, finish materials and colors.
  - (4) Building materials shall be of high quality, and craftsmanship should be emphasized.

- (5) Exterior walls shall be finished in concrete stucco, wood, brick, metal, block, stone, glass, or combinations thereof. Metal buildings will be permitted provided their compatibility with the intent of these guidelines can be satisfactorily demonstrated.
  - (6) Use of color-tinted glazing is encouraged in all buildings. Reflective glazing will be permitted provided that glare will not adversely affect surrounding properties or be a traffic hazard.
  - (7) Roofing materials visible from adjacent lots shall be metal or tile. Other materials may be permitted if the building design is enhanced and the character of Alturas Technology Park is maintained, except that pitch and gravel shall not be permitted.
  - (8) The color tones of all building finishes should be subtle. Color contrast for accent and articulation of building appearance features should be moderate, not severe. Color schemes will be consistent throughout the exterior of the building. Super graphics and decorative painting that do not relate to architectural features will not be permitted.
  - (9) For nonbuilding improvements, high quality, soft-textured materials which complement the building and convey a campus-like image should be used where possible; textured concrete or tile, gravel pathways, natural stone walls, textured concrete block, wooden decks and benches, and craftsmanship should be emphasized.
- (b) Grading and Drainage. Each Lot shall have its own onsite drainage system to collect and channel all storm runoff generated on site to designated drainage laterals in the Park overall drainage system. All surface drainage, including roof drainage of buildings, shall be designed to conform to the overall drainage of the Park. Site grading shall conform with requirements of the grading ordinance of the City of Moscow.
- (c) Excavation. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is

completed, all exposed openings shall be back-filled, graded and returned to original landscaped condition.

- (d) Outside Storage and Refuse Collection Areas. Outside storage and refuse collection areas shall only be permitted as provided below.

- (1) No materials, supplies or equipment including storage tanks, shall be stored upon a Lot except inside an enclosed building or enclosed area.
- (2) Trucks or other motor vehicles may be stored outside, provided the storage area for such vehicles is located or screened so as not to be visible from adjacent lots or from the Lot boundary abutting a public street. Any storage areas screened by visual barriers shall be located in the rear portions of a Lot, and no storage area may extend into a setback area.
- (3) Outdoor refuse collection areas shall be screened from public view by a minimum of a 6-foot high wall constructed of material and detail consistent with the architecture of the structures on the Lot, or by landscaping. The refuse collection area shall not be located between a public street and the front of the building. The refuse storage area should not be visible from adjacent properties and streets. The refuse enclosure shall be set in a landscaped planting area and softened with shrub or vine plantings.

- (e) Signs. The placement and erection of signs shall be permitted only as provided below.

- (1) All signs require prior approval by the Design Committee at the time of approval of plans and specifications therefor. No sign shall be approved other than industrial park identification signs, directional and parking signs, signs identifying the name, business and products of the Owner or occupant of a Lot, and signs offering the lot for sale or lease. Only 1 identification sign shall be permitted for each occupant. All signs must conform to the requirements of the sign ordinances of the City of Moscow. No roof signs will be permitted.

- (2) Signs shall be of a design and material consistent with the buildings and should be incorporated into the building architecture.
  - (3) Multi-tenant buildings shall have all tenant identification placed on 1 sign.
  - (4) Illuminated signs shall be lighted using indirect lighting. Flashing or moving character signs shall not be installed.
  - (5) No billboards or advertising signs other than those identifying the occupants and the nature of the business and/or products shall be permitted.
- (f) Mechanical Equipment. All mechanical equipment, utility meters, storage tanks, air-conditioning equipment, solar panels and similar items shall be screened or located in such a manner so as not to be visible from adjacent Lots.
- (g) Exterior Illumination. All lighting fixtures for buildings, parking areas, paths and other outdoor areas shall be permitted only as provided below or public streets.
  - (1) All exterior lighting shall be designed, erected, altered and maintained in accordance with plans and specifications submitted to and approved in writing by the Design Committee.
  - (2) All exterior illumination shall be from non-apparent sources and shall be hooded and cast light internally and shall be directed away from adjacent sites and public streets.
  - (3) Lighting shall be consistent and harmonious throughout the Park and shall be in keeping with the specific functions and building types served. Illumination will be encouraged on all exterior walls facing public streets or proposed public streets and for all parking areas.
  - (4) All lighting fixtures in parking areas of any Lot should not detrimentally impact any other Lot.
  - (5) All signs, if lighted, will be indirectly illuminated by ground-located fixtures.
- h) Utilities and Antennas. The installation of utilities and antennas shall be only undertaken as provided herein.



- (1) All utilities and utility connections on each Lot, including electrical and telephone cables and wires, shall be located underground.
- (2) Transformers, electric, gas or other meters of any type, utility boxes, signal control boxes or other apparatus shall be located within the required landscaped area, screened from street view with shrubs and placed underground to the extent practical.
- (3) No antenna or tower for the transmission or reception of telephone, television, microwave or radio signals shall be placed upon any portion of the Park or on any building or other improvement within the Park unless: (a) such antenna or tower shall be so located that it cannot be seen from any point at the ground level of the Park; or (b) the consent of the Design Committee shall first be obtained.
- (4) The erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings in the Park shall be permitted.

Section 5.5 DISCLAIMER. ANY APPROVAL OF PLANS AND SPECIFICATIONS BY THE DESIGN COMMITTEE DOES NOT AND WILL NOT CONSTITUTE A WARRANTY OR REPRESENTATION REGARDING THE LEGALITY, SAFETY, DURABILITY OR ECONOMY OF ANY IMPROVEMENT CONSTRUCTED PURSUANT TO THE APPROVED PLANS AND SPECIFICATIONS. FURTHER, THESE DESIGN COMMITTEE RULES ARE EXPRESSLY SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION, AND IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS CONTAINED IN THESE DESIGN COMMITTEE RULES AND THE TERMS AND PROVISIONS OF THE DECLARATION, THE LATTER SHALL CONTROL.

## ARTICLE VI OTHER PROVISIONS

Section 6.1 Enforcement: The Declarant, Association, URA, the Design Committee or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association, URA, the Design Committee or by any Owner to enforce any covenant or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the subdivision, controlled by these covenants. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

Section 6.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6.3 Expansion of the Park: Additional real property may hereafter be made part of the Park and subject to this Declaration by the proper filing by Declarant or its successor in interest of a plat of such real property, acknowledged and accepted by the Association, which states thereon that such platted property is a part of, and subject to all covenants, conditions, restrictions, reservations and easements applicable to the Park, as set forth in this Declaration.

Section 6.4 Amendment: This Declaration may be amended, modified or changed, in whole or in part, by a three-quarter (3/4) vote of the then Owners of Lots in the Park and any such amendment, modification or change shall bind all Owners in the Park, provided, however, that notwithstanding anything to the contrary provided herein or in any such amendment, modification or change hereof, it is understood and agreed that (i) no such amendment, modification or change shall prohibit any Owner from doing any act or thing that such Owner was entitled to hereunder at the time such amendment, modification or change was executed unless such Owner consents in writing to such amendment, modification, or change; (ii) no such amendment, modification, or change shall deprive any Owner of the use or benefit of any Common Area or easement which is provided hereunder for the use and benefit of such Owner's Lot unless such Owner consents in writing to same; (iii) no such amendment, modification, or change shall increase the obligations or liabilities of, or impose any additional or new obligations or liabilities upon any Owner who owns a Lot at the time such amendment, modification, or change is executed unless such Owner consents in writing to same.

Section 6.5 Attorney Fees: Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection with such litigation, including but not limited to reasonable attorneys' fees, which may be awarded by the Court before whom such litigation is brought.

Section 6.6 Term: The foregoing covenants are made and adopted to run with the land, and shall be binding upon the undersigned and all parties and persons claiming through and under them until December 31, 2026, at which time said covenants will be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then record Owners of the Lots has been recorded prior to that date, or of any extended date 10 years successively thereafter, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Association herein, have hereunto set their hands and seals this 23RD day of DECEMBER, 1996.

Declarant: Thompson Family Limited Partnership

By: Engel Thompson GENERAL PARTNER  
Authorized Representative

Association: Alturas Technology Park, Inc., an Idaho  
nonprofit corporation

By: Jim Noyes VICE PRESIDENT  
Authorized Representative

STATE OF IDAHO           )  
  ) ss  
County of Latah           )

On this 23<sup>rd</sup> day of December, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Haynes, known to me to be the Vice President of Alturas Technology Park, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

Steven Spencer  
NOTARY PUBLIC FOR IDAHO  
Residing at: Moscow  
My Commission Expires: 10-24-98

STATE OF IDAHO           )  
  ) ss  
County of Latah           )

On this 23<sup>rd</sup> day of December, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Thompson, known to me to be Authorized Representative of Thompson Family Limited Partnership, who executed the instrument on behalf of the partnership, and acknowledged to me that said partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

Steven Spencer  
NOTARY PUBLIC FOR IDAHO  
Residing at: Moscow  
My Commission Expires: 10-24-98

ALTURAS BUSINESS PARK, PHASE II  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS (CC&R)

THIS DECLARATION is made and approved this 10<sup>th</sup> day of November, 2005, by those described below as "Declarant" and "Association", and signed the 25<sup>th</sup> day of January, 2007.

WITNESSETH:

WHEREAS, Declarant, Urban Renewal Agency of the City of Moscow, Idaho, is the current owner of real property in the City of Moscow, Latah County, Idaho described as Lots 1 through 3, Block 1; and Lots 1 through 4, Block 2, Alturas Business Park, Phase II as shown by the recorded plat thereof; and

WHEREAS, Association has been formed to administer and manage the Project as described below, in accordance with this Declaration:

DECLARATION

NOW THEREFORE, Declarant and Association hereby declare that the real property described as Lots 1 through 3, Block 1; and Lots 1 through 4, Block 2, Alturas Business Park, Phase II, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof, shall be held, leased, sold and conveyed to others subject to the following easements, conditions, restrictions and covenants which are imposed for the purpose of protecting the value and desirability of, and which shall run with, said real property and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declare that the Project, as defined below, shall be administered and managed in accordance with this Declaration.

ARTICLE I  
DEFINITIONS

Section 1.1 "Association" shall mean and refer to Alturas Business Park, Inc., an Idaho nonprofit corporation.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Park, as defined below, including contract sellers, and to contract purchasers of any interest therein, but excluding those having any interest merely as security for the performance of an obligation.

Section 1.3 "Park" shall mean and refer to that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3 Alturas Technology Park, City of Moscow, Latah County, Idaho, and Lots 1 through 3, Block 1, and Lots 1 through 4, Block 2, Alturas Business

Park, Phase II, City of Moscow, Latah County, Idaho as shown by the respective recorded plats thereof, and any additional real property that may hereafter be made part of the Park and subject to this Declaration.

Section 1.4 "Phase I" shall mean and refer to only that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3 Alturas Technology Park, City of Moscow, Latah County Idaho, as shown by the recorded plat thereof.

Section 1.5 "Phase II" shall mean and refer to only that real property described as Lots 1 through 3, Block 1; and Lots 1 through 4, Block 2, Alturas Business Park, Phase II, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof.

Section 1.6 "Project" shall mean and refer to the development known as the Alturas Business Park, Phase II.

Section 1.7 "Lot" shall mean and refer to each lot as shown by the recorded subdivision map or plat of real property in the Park.

Section 1.8 "Declarant" shall mean and refer to Urban Renewal Agency of the City of Moscow, Idaho.

Section 1.9 "City zoning ordinances" or "City Code" shall mean and refer to the provisions of the zoning ordinances and the Code of the City of Moscow, Idaho, as in force and effect as of the date an owner obtains a building permit for any Lot hereunder.

Section 1.10 "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 1.11 "LEDC" shall mean and refer to the Moscow-Latah County Economic Development Council or its duly designated representative.

Section 1.12 "Agreement" shall mean and refer to the Agreement entered into between Declarant and LEDC related to development, marketing and management of Phase II.

Section 1.13 "URA" shall mean and refer to Urban Renewal Agency of the City of Moscow, Idaho.

## ARTICLE II ASSOCIATION AND BOARD OF DIRECTORS

Section 2.1 Appointment to Board, Administration, and Voting Rights. In order to avoid duplication and in order to promote efficiency, rules related to appointment to the Board of Directors, administration of the Association, and voting rights of members of the Association shall be governed by the provisions 3.1 – 3.3 of Alturas Technology Park Declaration of Protective Covenants, Conditions, and Restrictions, dated the 23<sup>rd</sup> of December 1996. Each Lot Owner or lessee in Phase II shall become a member of the Association established for Phase I

and shall have all rights, duties and obligations in the same manner and to the same extent as all Association members of the Association for Phase I.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1 Creation of the Lien of Assessments.

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. annual assessments or charges as established by the Association, and
- B. special assessments, if any, established and collected by the Association and as hereinafter provided.

However, the Association shall not at any time assess any Association costs or expenses against Declarant arising from Declarant's ownership of undeveloped Lots within the Property and shall indemnify and hold Declarant harmless from any such assessments and costs.

Annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made.

Section 3.2 Disposition of Excess Funds.

It is anticipated that the Association may, from time to time, accumulate funds in excess of those reasonably necessary to meet the requirements for which such are collected and, when such a accumulation occurs, the Association may utilize such excess funds to develop enhancements and/or improvements to Phase I or Phase II, as determined by the Board of Directors.

ARTICLE IV  
LAND USE RESTRICTION

Section 4.1 Land Use Restriction.

All land use restrictions whenever contained in Alturas Technology Park Declaration of Protective Covenants, Conditions, and Restrictions, dated the 23<sup>rd</sup> day of December, 1996, shall apply to all property in Phase II and are hereby adopted in their entirety, the same as if fully copied and transcribed herein.

Section 4.2 Additional Land Use Restrictions.

In order to ensure and to preserve the character of the Alturas Business Park Project (Phase I and Phase II), each and every one of the following uses shall be prohibited in Phase II:

- A. Any business and/or use not specifically allowed in the Research Technology Office (RTO) Zoning District as provided by Moscow City Code.
- B. Offices of professionals such as doctors, lawyers, accountants, tax consultants, counselors, architects and engineers except those engaged primarily in research and development;



insurance and business consultant offices; administrator's offices, beauty and barber shops, and graphic and photographic studios.

- C. Group day care facilities and small day care facilities.
- D. Churches, convents, monasteries, synagogues and mosques;
- E. Financial institutions;
- F. Retail sales and personal services which are not directly and integrally related to research and/or technology;
- G. Commercial eating and drinking establishments.
- H. Ownership by any property tax-exempt entity unless such entity executes an agreement wherein such entity agrees to pay to such applicable taxing districts, as long as such property tax entity owns such property, a fee in lieu of and equal to the property tax which, but for such entity's tax-exempt status, would be assessed upon the property and improvements.

Section 4.3 All land use restrictions herein shall apply without exception for the first twelve (12) years following the date of the execution of this Declaration, after which such may be changed only by the majority of Phase II Owners, provided that the provisions of section 4.2.A. shall continue as long as a property tax-exempt entity owns any property in Phase II.

#### ARTICLE V DESIGN COMMITTEE USE RESTRICTIONS

In order to promote and to preserve consistency between Phase I and Phase II, all provisions of Article V. Design Committee Use Restrictions contained in Alturas Technology Park Declaration of Protective Covenants, Conditions and Restrictions dated 23<sup>rd</sup> day of December 1996 are hereby adopted in their entirety the same as if fully copied and transcribed herein.

#### ARTICLE VI OTHER PROVISIONS

##### Section 6.1 Enforcement.

The Declarant, Association, URA, the Design Committee or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association, URA, the Design Committee or by any Owner to enforce any covenant or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the subdivision, controlled by these covenants. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

Section 6.2 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 6.3 Expansion of the Park. Additional real property purchased hereafter may be made part of the Park and shall be subject to this Declaration by the proper filing by Declarant or its successor in interest of a plat of such real property, acknowledged and accepted by the Association, which states thereon that such platted property is a part of, and subject to all covenants, conditions, restrictions, reservations and easements applicable to the Park, as set forth in this Declaration.

Section 6.4 Amendment. Except as limited by Section 4.3 of this Declaration, this Declaration may be amended, modified or changed, in whole or in part, by a three-quarter (3/4) vote of the then Owners of Lots in Phase I and Phase II of the Park and any such amendment, modification or change shall bind all Owners in Phase I and Phase II of the Park, provided, however, that notwithstanding anything to the contrary provided herein or in any such amendment, modification or change hereof, it is understood and agreed that (i) no such amendment, modification or change shall prohibit any Owner from doing any act or thing that such Owner was entitled to hereunder at the time such amendment, modification or change was executed unless such Owner consents in writing to such amendment, modification, or change; (ii) no such amendment, modification, or change shall deprive any Owner of the use or benefit which is provided hereunder for the use and benefit of such Owner's Lot unless such Owner consents in writing to same; (iii) no such amendment, modification, or change shall increase the obligations or liabilities of, or impose any additional or new obligations or liabilities upon any Owner who owns a Lot at the time such amendment, modification, or change is executed unless such Owner consents in writing to same.

Section 6.5 Attorney Fees, Jurisdiction and Venue. Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection with such litigation, including, but not limited to, reasonable attorneys' fees, which may be awarded by the court before whom such litigation is brought. All parties agree that this Declaration shall be governed and interpreted by the laws of the State of Idaho with venue in the Second Judicial District, County of Latah, State of Idaho.

Section 6.6 Term. Except as limited by Section 4.3 of this Declaration, the foregoing protective Covenants, Conditions, and Restrictions are made and adopted to run with the land, and shall be binding upon the undersigned and all parties and persons claiming through and under them until December 31, 2035, at which time said Covenants, Conditions, and Restrictions will be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then record Owners of the Lots in Phase II has been recorded prior to that date, or of any extended date ten (10) years successively thereafter, agreeing to change said Covenants, Conditions, and Restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Association herein, have hereunto set their hands and seals this 25<sup>th</sup> day of January, 2007.

Declarant: Urban Renewal Agency of the  
City of Moscow, Idaho

John McCabe

John McCabe, Chair

ATTEST:

Jim Gress

Jim Gress, Treasurer

Association: Alturas Business Park, Inc.

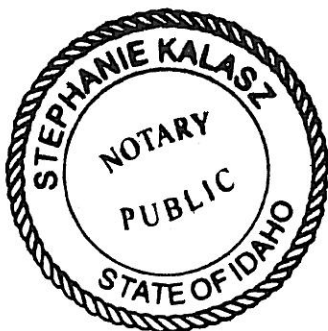
Ed Wood

Authorized Representative

STATE OF IDAHO     )  
                                      ) ss  
County of Latah     )

On this 25<sup>th</sup> day of January, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John McCabe known to me to be the Chair of Urban Renewal Agency of the City of Moscow, Idaho, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

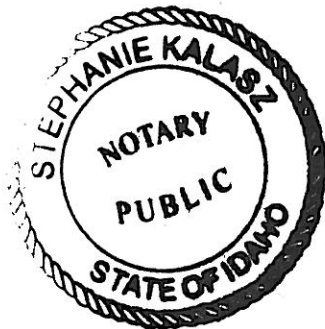


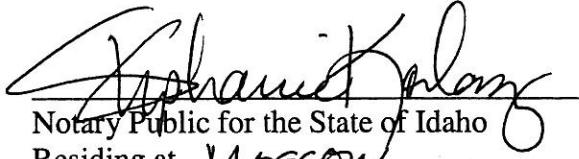
Stephanie Kalasz  
Notary Public for the State of Idaho  
Residing at Moscow  
My Commission Expires: 5/31/11

STATE OF IDAHO     )  
                                  ) ss  
County of Latah     )

On this 25<sup>th</sup> day of January, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Robin Woods, known to me to be the duly authorized representative of Alturas Business Park, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.



  
Notary Public for the State of Idaho  
Residing at Moscow  
My Commission Expires: 5/31/11

511379  
NO. \_\_\_\_\_  
AT THE REQUEST OF:  
CITY OF MOSCOW  
DATE & HOUR:  
1-25-07 12:22 pm  
SUSAN PETERSEN  
LATAH COUNTY RECORDER  
FEE \$ 0 BY S. Kalasz  
picked up

**THE SECOND AMENDED AND RESTATED CITY OF  
MOSCOW, IDAHO RESEARCH AND TECHNOLOGY PARK  
URBAN RENEWAL/COMPETITIVELY DISADVANTAGED  
BORDER COMMUNITY AREA PLAN  
2005**

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**THE SECOND AMENDED AND RESTATED CITY OF MOSCOW  
RESEARCH AND TECHNOLOGY PARK  
URBAN RENEWAL/COMPETITIVELY DISADVANTAGED BORDER  
COMMUNITY AREA PLAN**

**SECTION 1: INTRODUCTION**

The City of Moscow is located in Northern Idaho and within Latah County. The City boundary is adjacent to the Idaho-Washington State border and about 8 miles from Pullman, Washington. Both Moscow and Pullman are the homes of two significant universities, the University of Idaho and Washington State University, respectively. The economies of both communities are based on those educational institutions and the surrounding agricultural industries.

Economic growth in both communities has been tied to the universities. Both communities have developed Research and Technology Parks to foster and accommodate the growth resulting from university-related business development. However, growth in Pullman has also been enhanced by several distinctive advantages regarding the creation of ports, property tax advantages, and lower business and personal costs.

The City of Moscow and the University of Idaho desire to make use of the success of the business incubator and provide additional space for the growth and development of new companies. These companies will provide employment, investment and tax revenue generation capability to maintain and improve the economy and community of Moscow. However, to accommodate and foster this new growth, it is necessary to provide public infrastructure of water, sewer, streets and parks within the project area. Without these public improvements, the project will not go forward and new growth and business development will occur in a more suitable location; likely to be Pullman, Washington. These improvements are necessary to accommodate the growth and development of new jobs and our economy.

The City of Moscow has caused two studies to be performed to measure Moscow's economic disadvantages and blighted area needs. An economic feasibility study has also been prepared which includes a fiscal impact statement showing the impact of a "revenue allocation area" on the City and all other affected taxing entities (see Appendix D). It is the intention of the City Council that much of the cost of effecting the Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan (hereafter, "Research Park Plan") be funded by revenue allocation financing with bonds or other obligations. It is the expectation that all bonds or other obligations incurred will be paid off and the property will be returned to the tax rolls at full market value by the end of the Research Park Plan term.



This Research Park Plan establishes a program to mitigate some of the disadvantages identified and to improve the capability of providing new jobs in Moscow. It also describes the project, the project area and the improvements resulting therefrom. The Research Park Plan also outlines the powers, duties and obligations of the City of Moscow Urban Renewal Agency (hereafter, "Agency") and demonstrates how that project will be funded. In the event of a conflict between this Research Park Plan and any of the appendices supplementary to it, the provisions of this Research Park Plan control.

## **SECTION 2: PURPOSE AND GOALS**

The purpose and major goals of the Research Park Plan are as follows:

1. To stimulate commercial and industrial development within the project area;
2. Enhance the-expansion potential for all commercial and industrial sites within the Revenue Allocation Area;
3. Enhance the public infrastructure and amenities within the project area;
4. Enhance and improve access routes to the City's commercial and industrial areas;
5. Increase the development of housing facilities in areas surrounding the project area; and
6. Improve and make more attractive one of the entrances to the City.
7. The elimination of environmental deficiencies in the Project Area, including, among others, obsolete and aged building types, substandard streets, and deteriorated and inadequate public improvements; including certain streets, improvements to public utilities, removal, burying, or relocation of overhead utilities, and roadways.
8. The re-planning, redesign, and development of undeveloped or underdeveloped areas which are stagnant or improperly utilized because of fragmented ownerships, and other site conditions.
9. The clean-up and redevelopment of properties adjacent to Highway 8 right-of-way.
10. The provision of adequate land for parks, open spaces, street rights-of-way, public parking facilities, and storm drain/retention ponds with inter-connecting paths and landscape areas.
11. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and the Project Area as a whole, and benefiting the various taxing districts in which the Urban Renewal Area is located.
12. Acquisition of certain properties for private redevelopment.

## **SECTION 3: CONFORMANCE WITH STATE AND LOCAL REQUIREMENTS**

The Agency is a public body, corporate and politic, as defined and described under Idaho Code Title 50, Chapter 20 (hereinafter "the Law") and Idaho Code Title 50,

Chapter 29 (hereinafter “the Act”). The Agency is also governed by its bylaws as authorized by the Law and adopted by the Agency. Under the Law, the Agency is governed by the Idaho open meeting law, the Public Records Act, the Ethics in Government Act, financial reporting requirements, and the competitive bidding requirements under Idaho Code Section 50-341.

Generally, the Agency shall conduct all meetings in open session and allow meaningful public input as mandated by the issue considered or by any statutory or regulatory provision. Whenever in this Plan it is stated that the Agency may modify, change, or adopt certain policy statements or contents of this Plan not requiring a formal amendment to the Plan as required by the Law or the Act, it shall be deemed to mean a consideration by the Board of such policy or procedure, duly noticed upon the Agency meeting agenda and considered by the Agency at an open public meeting and adopted by a majority of the members present, constituting a quorum, unless any provision herein provides otherwise.

The proposed redevelopment as described in the original Research Park Plan conforms to the Comprehensive Plan for the City of Moscow as adopted by the City Council on October 7, 1985, Resolution 85-15. This First Amended and Restated Research Park Plan was reviewed by the City of Moscow Planning and Zoning Commission and was found to be in conformity with the City of Moscow Comprehensive Plan.

The laws of the State of Idaho require that a Plan be prepared by the Agency for an area certified as a Competitively Disadvantaged Border Community Area by the City Council. The Competitively Disadvantaged Border Community Area and the original Research Park Plan was established by City Council Ordinance No. 96-12, which was passed on July 1, 1996.

By City Council Resolution dated November 6, 1995, the Council and Mayor appointed the members of the Agency. The Agency was also authorized to confirm the finding of the City of Moscow's qualification as a competitively disadvantaged area as set forth under the Act. By the submittal of the original Research Park Plan, the Agency recommended that the City Council find and declare the City of Moscow as a competitively disadvantaged area as qualified by the Act, and approve the use of revenue allocation financing for the public improvements associated with the Research and Technology Park. The City did find and declare the City of Moscow as a competitively disadvantaged area as qualified by the Act, and approved the use of revenue allocation financing for the public improvements associated with the Research and Technology Park.

The City of Moscow will continue to conduct and administer its programs in conformance with Title VII of the Civil Rights Act of 1964 and the Fair Housing Act, and will affirmatively further fair housing, (Title VIII of the Civil Rights Act of 1968); and

City of Moscow has adopted and will continue to enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any

individuals engaged in nonviolent civil rights demonstrations; and has adopted and implemented a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act of 1974, as amended.

#### **SECTION 4: POSSIBLE UNDERTAKINGS AND ACTIVITIES.**

Any “Project” undertaken by the Agency may include undertakings and activities of a municipality in an urban renewal area for the elimination of deteriorated or deteriorating areas, and for the prevention of the development or spread of slums and blight, achieving the objectives of overcoming the City’s competitive disadvantage status in compliance with the Law and the Act, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan. Such undertakings and activities may include:

1. acquisition of a deteriorated area or a deteriorating area or portion thereof;
2. demolition and removal of buildings and improvements;
3. installation, construction, or reconstruction of streets, utilities, parks, playgrounds, off-street parking facilities, public facilities or buildings and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives of this chapter in accordance with the urban renewal plan;
4. disposition of any property acquired in the urban renewal area, including sale, initial leasing or retention by the agency itself, at its fair value for uses in accordance with the urban renewal plan except for disposition of property to another public body;
5. carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the urban renewal plan;
6. acquisition of real property in the urban renewal area which, under the urban renewal plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;
7. acquisition of any other real property in the urban renewal area where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or to prevent the spread of blight or deterioration, or to provide land for needed public facilities;
8. acquisition of any other real property in the urban renewal area to facilitate the growth and development of the community in accordance with sound planning standards to hold, improve, renovate or rehabilitate real property and facilities or where such acquisition will facilitate the long-term growth of the tax base and encourage investment to accomplish the purposes for which the City of Moscow passed its Disadvantaged Border Community Ordinance;

9. lending or investing federal funds;
10. construction of foundations, platforms and other like structural forms; and
11. any other undertaking and activity provided by law.

## **SECTION 5: HISTORY AND CURRENT CONDITIONS OF THE AREA**

Since the adoption of the City of Moscow Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan in 1996, the Moscow Urban Renewal Agency has invested over six hundred fifty thousand dollars (\$650,000) in public improvements consisting of, *inter alia*, Alturas Drive, Alturas Parkway and all public infrastructure contained within the public right-of-way in such streets, i.e., water and sewer transmission lines, storm sewer, sidewalks, and other public improvements. Additionally, the Agency has caused to be constructed Alturas Park, which is a public recreational facility located in the Project Area. Within the Project Area private development, including increases in assessments has totaled two million six hundred fifty six thousand ninety six dollars (\$2,656,096). Within the Revenue Allocation Area, private development (including the Project Area), including increases in assessments has totaled seven million seven hundred eighty four thousand two hundred fifty one dollars (\$7,784,251). The objectives of the Plan remain to be achieved, including:

1. Stimulate commercial and industrial development within the Project Area;
2. Enhance the expansion potential for all commercial and industrial sites within the Revenue Allocation Area;
3. Enhance the public infrastructure and amenities within the Project Area;
4. Enhance and improve access route to the City's commercial and industrial areas;
5. Increase the development and housing facilities in areas surrounding the Project Area; and
6. Improve and make more attractive one of the entrances to the City.

The First Amended and Restated Plan provides the authority of the Agency to use its revenue allocation funds within the Research and Technology Park, Phase 2. No modifications were proposed to the description or geographic area of the Revenue Allocation Area as described in the 1996 Plan. However, the 1996 Plan limited use of Agency funds to the Phase 1 area of the Research and Technology Park. This amendment will allow the Agency to fund improvements within the Phase 2 area. This amendment also updates the financial plan of the Agency and incorporates certain amendments to the Law and Act which have been adopted since 1996.

This Second Amended and Restated Plan provides the authority for the Agency to utilize revenue allocation funds for the acquisition of property within the Research and Technology Park and for the private redevelopment of those properties. No other major modifications are proposed with this Second Amended and Restated Plan. The financial plan of the Agency has been updated.

## **SECTION 6: DESCRIPTION OF THE PROJECT AREA**

The legal description of the Project Area is described in Appendix A1 and A2. The boundaries are also depicted in the “Proposed Revenue Allocation Financing District Boundaries” map which is attached as Appendix A3.

The Project Area has been determined by the Moscow City Council to be within the area described as being a “Competitively Disadvantaged Border Community Area” as defined by Section 50-2903, Idaho Code, due, primarily, to the following reasons:

- Relatively high property taxes (which adversely impact both businesses and residents);
- The disparity in food costs (due to sales tax variations) which results in Idaho shoppers traveling across the border to Washington for major food purchases;
- Higher business expenses due to the corporate and personal income tax methods used in Idaho. This is applicable to most businesses including drug stores, hotels, real estate developments, manufacturing companies and general merchandise stores, but is particularly impactful on wholesale distribution businesses with out of State sales; and
- Higher personal taxes due to the State income tax and higher local property taxes.

The specific Project Area has also been determined to lack adequate infrastructure to accommodate new industrial development. Streets, water, and sewer are non-existent in locations which can be developed for industrial purposes. Also, existing infrastructure improvements are needed to foster additional commercial growth within the Project Area.

The term "Project" is used herein to describe the overall activities defined in this, the amended Research Park Plan. Reference is specifically made to Idaho Code Section 50-2018(j) for the various activities contemplated by the term “Project.” Such activities include both private and public development of property within the Project. The term “Project” is not meant to refer to any specific activity or development scheme.

## **SECTION 7: REDEVELOPMENT ACTIONS**

The Agency proposes to mitigate the competitive disadvantages in the Project Area through the following:

- Installation and construction of water, sewer and streets in the project area;
- Development of a public park;

- Issuance of bonds or other debt in order to finance all or any part of the project;
- Acquisition of property for redevelopment.

In the accomplishment of these purposes and activities, and in the implementation and furtherance of this, the Second Amended and Restated Research Park Plan, the Agency is authorized to use all power provided in the Second Amended and Restated Research Park Plan and all powers now or hereafter permitted by law.

## **SECTION 8: PROPERTY ACQUISITION, RELOCATION, AND DISPOSITION**

As specifically authorized herein, the Agency may acquire, but is not required to acquire, real property located within the Project Area the Agency has deemed necessary for or in connection with the Project and related activities, in order to facilitate the long-term growth of the tax base and encourage investment, to accomplish the purposes for which the City of Moscow passed its disadvantaged border community ordinance, for the following purposes appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards, to hold, improve, renovate or rehabilitate real property and facilities or where it is determined that the property is needed for construction of public improvements and as otherwise allowed by law. Such acquisition shall be by any means authorized by law (including, but not limited to, the Idaho Urban Renewal Law, the Local Economic Development Law, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, all as amended, as applicable). The Agency is authorized to acquire either the entire fee or any other interest in real property less than fee, including structures and fixtures upon the real property.

The Agency is authorized by this, the Second Amended and Restated Research Park Plan to acquire properties within the Research Park for the purposes of holding, improving, marketing and selling for redevelopment, in addition to acquiring properties for the purpose of gaining easements for utilities, streets, public rights of way and park sites. Such acquisitions are contemplated by sale of the properties by the owners thereof to the Agency for such purposes, or dedication of the same.

The Agency hereby authorizes the purchase of real property within the Project Area for the total purchase price of Seven Hundred Thousand Dollars (\$700,000) in order to accomplish the goals of the Plan. Additional real property purchases may be authorized by the Agency in accordance with law.

In order to achieve overall objectives established by the Agency in the disposition of property, the Agency contemplates that the disposition process will follow those processes contained in Idaho Code § 50-2011, as amended. The Agency may sell, lease or otherwise transfer real property acquired by it for an Urban Renewal project or any interest therein and may enter into contracts with respect to those properties for residential, recreational, commercial, industrial, educational or other uses or for public

use, or the Agency may retain the property or interest for public use in accordance with an approved plan subject to any covenants, conditions and restrictions including covenants running with the land, as the Agency may deem to be necessary or desirable in order to assist the prevention of development or the spread of future slum or blighted areas or which would otherwise carry out the purposes of the Act and/or Law, as applicable. Such disposition may only occur after the purchasers or lessees and their successors and assigns agree to devote such real property only to the use as specified in the Plan and only after they agree to be obligated to comply with any other requirements the Agency may determine to be in the public interest.

If the Agency determines that the disposition of real property in a Plan Area is to be disposed to private persons, such disposition shall be pursuant to reasonable, competitive bidding procedures and public notice prescribed in Idaho Code § 50-2011(b), as amended. The Agency may dispose property to private persons as long as such disposition promotes the purposes and goals described in SECTION 2 herein or is reasonably expected to enhance the property adjacent to a Project Area or is generally expected to increase the economic viability of a plan project and will not adversely affect a plan or project and is deemed by the Agency to be in the best interest of the Agency. The properties proposed for acquisition are described in Appendix AA as attached hereto.

If the Agency receives federal funds for real estate acquisition and relocation, the Agency shall comply with 24 C.F.R. Part 42, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Agency may also undertake relocation activities for those not entitled to benefit under federal law as the Agency may deem appropriate for which funds are available. In the event the Agency's activities directly result in the displacement of families within the area, the Agency shall relocate such displaced families into decent, safe, and sanitary dwelling accommodations without undue hardship to such families. For any other activity, the Agency will comply with the provisions of the Idaho Urban Renewal Law regarding relocation.

Generally, the Agency intends to acquire any real property through voluntary or consensual gift, devise, exchange, or purchase. Such acquisition of property may be for the development of the public improvements identified in this Plan, or for the assembly of properties for the redevelopment of those properties to achieve the objectives of this Plan. Such properties may include properties owned by private parties or public entities. This Plan does not anticipate the Agency's widespread use of its resources for property acquisition, except for the construction of public improvements and any ability to engage in certain demonstration projects, such as enhancement opportunities and other major objectives outlined in this Plan and entries to the City and in limited circumstances for assembly of properties for enhanced redevelopment.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method.

The purpose of this section is to allow the Agency to use its eminent domain authority to acquire properties necessary for the construction of public improvements, for acquisition of those sites that are deteriorated or deteriorating as described above, or for assembly of parcels for greater development.

Under the provisions of the Act, the Urban Renewal Plan “shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area.” Idaho Code § 50-2018(l). The Agency has identified a project for the construction of public improvements. Those improvements are contained within Appendix B. The Agency reserves the right to determine the specific location.

## **SECTION 9:**

### **A. Land Uses Permitted In The Project Area**

#### **1. Comprehensive And Urban Renewal/Competitive Disadvantage Plans**

The primary objectives for the Agency are to improve the quality of life, bring economic vitality and improve the aesthetics of the City of Moscow. The Comprehensive Plan establishes growth controls and designates appropriate uses for specific parcels of land within the City of Moscow. This, the Second Amended and Restated Research Park Plan seeks to accomplish the objectives of the Agency while conforming to the requirements of the Comprehensive Plan.

#### **2. Designated Land Uses Of The Comprehensive Plan**

The Second Amended and Restated Research Park Plan is consistent with the Generalized Land Use Map of the City of Moscow Comprehensive Plan. If the necessary resources are available, the Agency will assist any project which desires support, but that project must be consistent with this, the Second Amended and Restated Research Park Plan and the comprehensive plan of the City. The following is a list of the land uses in the Second Amended and Restated Research Park Plan Area as they are described in the comprehensive plan. All proposed uses must comply with the appropriate land use designation in which it will be located.

#### **3. Extensive Commercial**

Extensive commercial areas are motor vehicle oriented businesses and businesses requiring a large amount of land area in relation to the productive floor area. Land for this use is located along primary arterial streets where there will be little interruption of local circulation patterns. Parcels buffered from residential land uses by natural features, major streets, certain



institutional uses and similar manmade divisions are appropriate for this use. Additional limited areas of extensive commercial land may be needed at interchanges of Highway 8 and 95 bypasses of the City, but their designation should be delayed until the alignment for these arterial roads is firmly established to avoid scattered commercial development.

4. **Public**

Public uses in the project area include the cemetery and the future park. These areas are designated for public purposes and are under the management of public entities.

5. **Public Land Uses; Public Rights Of Way**

Except for improvements previously constructed and developed by the Agency, street infrastructure on the project site is non-existent. Development plans for the project will designate public rights of way consistent with the requirements of the Comprehensive Plan and the Zoning Ordinance and all construction will be completed in conformance with acceptable standards.

6. **Interim Uses**

There may be a need for temporary use of vacant properties and/or structures within the Project Area. If these uses are to be supported and/or assisted by the Agency, they shall be compatible with the current zoning and land use designations of the comprehensive plan.

7. **Non-Conforming Uses**

Uses which do not conform to the amended Research Park Plan and/or the City of Moscow Comprehensive Plan are not eligible for support or assistance from the Agency.

8. **Parks**

Alturas Park, completed as a part of Phase 1, is an important component to the attraction of commercial and industrial uses to the Project Area and its surrounds. Development of this use is compatible with the current zoning and land use designations of the comprehensive plan. The Park has enhanced the Project Area and is utilized by patrons and citizens at large.

9. **General Controls And Limitations Construction**

All construction will be required to meet all applicable city and State specifications. In addition, each project must meet any requirements made by the Agency as a condition for assistance. Such requirements may be in

the form of additional performance and development standards. Construction may be by the Agency independently, or in conjunction with any other public agency.

#### **10. Parking And Loading**

Where possible public parking facilities may be provided in order to accommodate a portion of any required on site parking provisions as may be required by city ordinances. Public parking facilities may never be used for loading and/or unloading of any commodities or goods.

#### **11. Open Spaces, Landscaping And Streetscaping**

The developer shall provide and maintain landscaping within the public right-of-way adjacent to the site, within the setback areas, parking lot and all undeveloped portions of the project site. Landscaping plans shall be prepared by a professional landscape architect. The developer shall submit to the Agency and City for their approval preliminary and final landscape plans. Outdoor storage of materials or equipment is prohibited excepting behind walls or landscaped enclosures which fully screens materials and equipment from the general public and from adjacent property owners view. If requested by the developer, the Agency may provide specific streetscaping improvements but the developer would be responsible for maintaining any streetscaping provided by this arrangement.

#### **12. Signs**

Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use and tenant are permitted, but their height, size, location, color, lighting and design will be subject to the Agency and City approval. Animated signs or signs which extend above the roof parapet are prohibited. One free standing sign on each parcel of land may be permitted at a location acceptable to the Agency and the developer and approved by the City. The developer shall submit a comprehensive sign program to the Agency and the City Planning and Zoning Commission.

#### **13. Vehicular Access**

The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow. In the interest of minimizing traffic congestion, the Agency will control the number and location of curb breaks and signage for access to the site for off street parking and truck loading. All access driveways shall require written approval of the Agency.

#### **14. Loading**

Loading spaces shall be located in such a manner as to avoid interference with the public use of sidewalks and streets and shall be constructed in such a manner that storm and surface water will not drain across public sidewalks. Loading spaces visible from the street and other public areas shall be designed to prevent an unsightly or barren appearance. All loading spaces shall be located in a manner which is sensitive to impacts being imposed upon adjacent uses and properties.

#### **B. Development Design, Participation Agreements And Development By The Agency**

The provisions of this, the Second Amended and Restated Research Park Plan are applicable to all public and private property in the Project Area. The provisions of the Second Amended and Restated Research Park Plan shall be interpreted and applied as objectives and goals, recognizing the need for flexibility in interpretation and implementation, while at the same time not in any way abdicating the rights and privileges of the property owners which are vested in the present and future zoning classifications of the properties. All development under an owner participation agreement shall conform to those standards set forth below.

The Agency shall enter into an owner participation agreement with any existing or future owner of property, in the event the property owner seeks and/or receives assistance from the Agency in the redevelopment of the property and the Agency determines such participation is in the best interests of the Agency and the public. In that event, the Agency may allow for an existing or future owner of property to remove his property and/or structure from future Agency acquisition subject to entering into an owner participation agreement.

Each structure and building in the Project Area to be rehabilitated or to be constructed as a condition of the owner participation agreement between the Agency and the owner pursuant to this, the Second Amended and Restated Research Park Plan will be considered to be satisfactorily rehabilitated and constructed, and the Agency will so certify, if the rehabilitated or new structure meets the following standards:

1. Executed owner participation agreement to meet conditions described below.
2. Any such property within the Project shall be required to conform to all applicable provisions, requirements, and regulations of this, the Second Amended and Restated Research Park Plan. The owner participation agreement may require as a condition of financial participation by the Agency a commitment by the property owner to meet the greater objectives of the land use elements imposed by the Agency. Upon completion of any rehabilitation each structure must be safe and sound in all physical respects

and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years.

3. All such buildings or portions of buildings which are to remain within the project Area shall be rehabilitated in conformity with all applicable codes and ordinances of the City of Moscow, including any mandated federal authority.
4. Any new construction shall also conform to all applicable provisions, requirements, and regulations of this, the Second Amended and Restated Research Park Plan.
5. Any new construction shall also conform to all applicable codes and ordinances of the City of Moscow.

In such participation agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this, the Second Amended and Restated Research Park Plan applicable to their properties.

In the event a participant under a participation agreement fails or refuses to rehabilitate, develop, use, and maintain its real property pursuant to this, the Second Amended and Restated Research Park Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Research Park Plan.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated except in accordance with this Research Park Plan. The provisions of this, the Second Amended and Restated Research Park Plan are applicable to all public and private property in the Project Area recognizing the need for flexibility in interpretation and implementation of the Second Amended and Restated Research Park Plan and the Urban Design Plan design guidelines and the ability of the Agency to grant variations as allowed by Section 13 of this Research Park Plan.

All development under this section shall also comply with all applicable City zoning and building ordinances.

Under an owner participation agreement the Agency may impose additional design guidelines and land use elements subject to a negotiated agreement between the Agency and the developer or property owner.

Under those agreements, the architectural, landscape, and site plans shall be submitted to the Agency and approved in writing by the Agency. In such agreements, the Agency may impose additional design controls. One of the

objectives of this, the Second Amended and Restated Research Park Plan is to create an attractive environment in the Project Area. Therefore, such plans shall give consideration to good design and amenities to enhance the aesthetic quality of the Project Area. These additional design standards or controls will be implemented through the provisions of any owner participation agreement or by appropriate covenants appended to the land and instruments of conveyance executed pursuant thereto. These controls are in addition to any standard and provisions of any applicable City building or zoning ordinances; provided, however, each and every development shall comply with all applicable City zoning and building ordinances.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any publicly-owned building, facility, structure, or other improvement within the Project Area for itself or for any public body or entity, which buildings, facilities, structures, or other improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the buildings, facilities, structures, and other improvements identified in Attachment B, attached hereto and incorporated herein by reference, and may acquire or pay for the land required therefor.

The Agency may also prepare properties for development by renovation or other means as allowed by law. The Agency may also, as allowed by law, assist in the development of private projects.

In addition to the public improvements authorized under Idaho Code Section 50-2007, 50-2018(j), and 50-2903(9), (13), and (14), the Agency is authorized to install and construct, or to cause to be installed and constructed, within the Project Area for itself or for any public body or entity, public improvements and public facilities, including, but not limited to, the following: (1) utilities; (2) telecommunications (including fiber-optic) facilities; (3) parks and pedestrian paths; (4) landscaped areas; (5) street improvements; (6) sanitary sewers; (7) flood control facilities and storm drains; (8) water mains.

Any public facility ultimately owned by the Agency shall be operated and managed in such a manner to preserve the public purpose nature of the facility. Any lease agreement with a private entity or management contract agreement shall include all necessary provisions sufficient to protect the public interest and public purpose.

The Agency seeks to coordinate special streets, parks, and urban open spaces within the Project Area. A network of well-developed pedestrian environments, landscaped front yards and proposed new urban open spaces contribute to the public realm. A series of intersections where one enters or leaves the Project Area serve as potential nodes for enhanced design treatment. When completed, the framework of civic places and corridors will extend the amenities of the core to the Project Area. Open spaces may include a water feature that would enrich the space in each season, perhaps providing skating in winter, sound and movement

in warmer weather, and light at night. The open space may have a family of furnishings that is compatible with other street furnishings. Ample seating would be provided along any promenade. Enhanced lighting would be provided for safety. This open space would be programmed, designed, and promoted to accommodate active day, night and seasonal uses.

The Agency may enter into contracts, leases, and agreement with the City or other public body or private entity pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code Section 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under subdivision (2)(b) of Section 50-2908 of the Local Economic Development Act and Section 13 to this, the Second Amended and Restated Research Park Plan or out of any other available funds.

Any disposition of Agency property for redevelopment will require the same obligations as under an owner participation agreement.

## **SECTION 10: PUBLIC LAND USE**

### **A. Rights-Of-Way**

The major public streets within the project area are Blaine Street, Highway 8, Mountain View Drive and unnamed access streets on the project site. Any changes in the existing layout of public right-of-way shall be in accordance with the objectives of this, the Second Amended and Restated Research Park Plan and the City's design standards. Such changes shall be effected in the manner prescribed by State and local law and shall be guided by the following criteria:

1. A balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access, vehicular parking and delivery facilities with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants;
2. The requirements related to such factors as topography, traffic safety and esthetics;
3. The potential need to serve not only the project area and new or existing developments, but also areas outside the project by providing convenient and efficient vehicular, pedestrian, and bike access and movement; and
4. The public rights of way may be used for vehicular and/or bicycle and/or pedestrian traffic, as well as for public improvements, landscaping, public and private utilities, and activities typically found in urban areas.

## **B. Other Public, Institutional And Non-Profit Uses**

The Agency is also authorized to permit the maintenance, establishment or enlargement of public, institutional, or non-profit uses, including park and recreational facilities; educational and fraternal facilities; philanthropic, religious and charitable institutions; utilities; government facilities; and facilities of other organizations or associations consistent with normal uses in a commercial or industrial project area.

## **General Controls And Limitations**

All real property in the Project Area, under the provisions of either a disposition and development agreement or owner participation agreement, is made subject to the controls and requirements of this Plan. No such real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

## **SECTION 11: CONSTRUCTION**

All construction in the project area shall comply with all applicable State and local laws and codes in effect from time to time. In addition to applicable codes, ordinances or other requirements governing development in the project area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the project area in the event of a disposition development agreement or owner participation agreement. Construction may be completed by the Agency independently, or in concert with the City, Latah County, the Latah County Free Library, the North Latah Highway District, the Moscow Cemetery District, School District 281, the University of Idaho or the State of Idaho.

## **SECTION 12: OPEN SPACE LANDSCAPING, LIGHT, AIR AND PRIVACY**

Provisions for open space, landscaping, light, air and privacy shall be governed by applicable laws and ordinances and such additional restrictions which may be legally imposed by the Agency.

## **SECTION 13: METHODS OF FINANCING THE PROJECT**

The Agency is authorized to finance this Project with financial assistance from the City, State of Idaho, federal government, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of Agency-owned property, public parking revenue, revenue allocation funds as allowed by the Act, or any other available source, public or private, including assistance from any taxing district or any public entity.

The Agency is also authorized to obtain advances, borrow funds, and create indebtedness in carrying out this, the Second Amended and Restated Research Park

Plan. The principal and interest on such advances, funds, and indebtedness may be paid from any other funds available to the Agency. The City, as it is able, may also supply additional assistance through City loans and grants for various public facilities.

The City or any other public agency may expend money to assist the Agency in carrying out this Project.

As allowed by law and subject to such restrictions as are imposed by law, the Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency, nor any persons executing the bonds shall be liable on the bonds by reason of their issuance.

Any other loans, grants, guarantees, or financial assistance from the United States, the State of Idaho, or any other public or private source will be utilized if available.

The Agency hereby adopts revenue allocation financing provisions as authorized by Title 50, Chapter 29, Idaho Code (the "Act"), effective retroactively to January 1, 1996. These revenue allocation provisions shall apply to all taxing districts in which the Revenue Allocation Area is located and described on attachments to this, the Second Amended and Restated Research Park Plan. The Agency shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The Agency specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the initiation of the Urban Renewal/Competitive Disadvantage Project.

The Agency, acting by one or more resolutions adopted by its Board of Commissioners, is hereby authorized to apply all or any portion of the revenues allocated to the Agency pursuant to the Act to pay such costs as are incurred or to pledge all or any portion of such revenues to the repayment of any moneys borrowed, indebtedness incurred, or bonds issued by the Agency to finance or to refinance the Project Costs (as defined in Idaho Code Section 50-2903[14]) of one or more Urban Renewal/Competitive Disadvantage projects.

Upon enactment of an ordinance by the governing body of the City of Moscow, Idaho, finally adopting these revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Second Amended and Restated Research Park Plan, there shall hereby be created a special fund of the Agency into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code Section 50-2908. The Agency shall use such funds solely in accordance with Idaho Code Section 50-2909 and solely for the purpose of providing funds to pay the Project Costs, including any incidental costs, of such Urban Renewal/Competitive Disadvantage projects as the Agency may determine by resolution or resolutions of its Board of Directors.

A statement listing proposed public improvements and facilities, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, methods of



financing project costs, termination date, and disposition or retention of agency assets upon the termination date required by Idaho Code Section 59-2905 is included in the feasibility study to this, the Second Amended and Restated Research Park Plan. This study necessarily incorporates estimates and projections based on the Agency's present knowledge and expectations. The Agency is hereby authorized to modify the presently anticipated Urban Renewal/Competitive Disadvantage projects and use of revenue allocation financing of the related Project Costs if the Board of Commissioners of the Agency deems such modification necessary or convenient to effectuate the general objectives of the Second Amended and Restated Research Park Plan.

The Agency may also appropriate funds consisting of revenue allocation proceeds on an annual basis without the issuance of bonds. The Agency has also provided for obtaining advances or loans from the City or private entity in order to immediately commence construction of certain of the public improvements. Revenues will continue to be allocated to the Agency until the improvements identified are completely constructed or until any obligation to the City or other public entity or private entity is fulfilled. The feasibility study incorporates estimates and projections based on the Agency's present knowledge and expectations concerning the length of time to complete the improvements. The activity may take longer depending on the significance and timeliness of development. Alternatively the activity may be completed earlier if revenue allocation proceeds are greater or the Agency obtains additional funds.

Property tax revenue has been based upon modest increases in value on existing properties, without consideration of new major development. It is expected, however, that with the construction of the improvements identified, new development in Phase 2 will generate additional tax increment which could hasten the repayment of all Agency obligations.

The Agency intends to fund the estimated Two Hundred Ninety Thousand Four Hundred Sixty Eight Dollars (\$290,468) of public improvements through available Agency funds as shown in the attached Urban Renewal Agency Financial Analysis within Appendix D.2. Improvements would be constructed during 2005.

The Agency intends to fund the estimated Seven Hundred Thousand Dollars (\$700,000) of real property acquisition from the revenues generated from the revenue allocation financing currently in effect for the Project.

The Agency expects to repay the Series 2000B Revenue Allocation Bonds until 2015. After the completion of the public improvements in 2005, the Agency expects to expend funds on the modest administrative expenses for professional fees, administrative fees, audit fees, and insurance through January 2016.

The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of moneys or making of loans or the incurring of any indebtedness such as bonds, notes, and other obligations (whether funded,

refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

Under the Local Economic Development Act, the base assessed valuation for all revenue allocation areas cannot exceed ten percent (10%) of the assessed valuation for the entire City. The base assessment roll for the Revenue Allocation Area under this, the Second Amended and Restated Research Park Plan is six million four hundred seventy eight thousand seven hundred twenty three dollars (\$6,478,723); the total assessed value for the City as of the date of adoption of the 1996 Plan was four hundred eighty million nine hundred thirty six thousand two hundred sixty eight dollars (\$480,936,268). The Revenue Allocation Area, as established in 1996, which included what is now Phase 1 and Phase 2 of the Research Park, had a base assessment rate of six million five hundred thousand dollars (\$6,500,000).

The application of revenue to area-wide improvements over an extensive term is not a precise exercise. A number of assumptions and allowances have been made in the preparation of quantities and costs and the exact location and timing of the improvements.

The feasibility study includes a specific delineation of tax dollars generated by the revenue allocation upon each taxing district. However, since the passage of House Bill 156 in 1995, taxing entities are constrained in establishing levy rates by a function of the amount each budget of each taxing district can increase on an annual basis. Therefore, the actual impact of revenue allocation is more of a product of the imposition of House Bill 156. In addition, without the revenue allocation district and its ability to pay for public improvements and the site preparation costs, substantial improvement within the Revenue Allocation Area would be expected over a much longer period of time, hence there could be much smaller increases in assessed valuation to be used by the other taxing entities.

The financing description of the Second Amended and Restated Research Park Plan activities shows that the equalized assessed valuation of the Revenue Allocation Area is likely to increase as a result of the initiation and completion of Urban Renewal/Competitive Disadvantage projects pursuant to this, the Second Amended and Restated Research Park Plan. Further, since projected revenues exceed estimated costs, the conclusion is that the Project is economically feasible.

The estimated Project costs as shown on Appendix B are for the estimated Phase 2 costs only because Phase 1 Project improvements were completed by the Agency prior to adoption of this, the Second Amended and Restated Research Park Plan.

In any year during which the Agency receives revenue allocation proceeds, the Agency, as allowed by law, is authorized (but not required) to return or rebate to the other taxing

entities identified in the feasibility study any revenue allocation funds previously pledged or committed for the purposes identified in the Second Amended and Restated Research Park Plan. Under the Act, the Agency must first apply all such revenues for the payment of the projected costs of the Urban Renewal/Competitive Disadvantage project identified and repayment of principal and interest on any moneys borrowed, indebtedness incurred, or bonds issued by the Agency and maintain any required reserve for payments of such obligation or indebtedness. Only to the extent revenues of the Agency exceed these obligations shall the Agency consider any rebate or return of revenue allocation funds to the other taxing entities. The Agency shall rebate such funds in a manner that corresponds to each taxing entity's relative share of the revenue allocation proceeds.

The feasibility study describes the Agency's financing plan for the Project. The Project will be financed, in part, through tax increment financing, using revenue allocation funds as allowed by the Act. The Agency anticipates that on an annual basis, tax increment and other funds may be sufficient to satisfy the obligations incurred by the Agency, even though the entire amount of revenue allocation funds must be pledged for the term of any bonds or other debts incurred by the Agency. Therefore, on an annual basis, the Agency will consider the rebate of funds.

#### **SECTION 14: ACTIONS BY THE CITY**

The City shall aid and cooperate with the Agency in carrying out this, the Second Amended and Restated Research Park Plan and shall take all actions necessary to ensure the continued fulfillment of purposes of this, the Second Amended and Restated Research Park Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City shall include, but are not limited to the following:

- A. Institution and completion of proceedings necessary for changes and improvements in private and publicly owned utilities within or affecting the project area;
- B. Revising of zoning or other standards (if necessary) within the project area to permit the development authorized by this, the Second Amended and Restated Research Park Plan.
- C. Imposition, wherever necessary, through the use of special use permits or other means of appropriate controls within the limits of this, the Second Amended and Restated Research Park Plan upon parcels in the project area to ensure their proper development and use;
- D. Provision for administrative enforcement of this, the Second Amended and Restated Research Park Plan by the City after development. The City and the Agency may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the

project area throughout the duration of this, the Second Amended and Restated Research Park Plan.

- E. Preservation of historical sites shall have a high priority in achieving development objectives.
- F. Performance of the above actions and all other functions and services relating to public health, safety, and physical development normally rendered in accordance with the schedule which will permit the redevelopment of the project area to be commenced and carried to completion without unnecessary delays.
- G. Institution and completion of proceedings necessary for the establishment of a Local Improvement District, or Districts, under Chapter 17, Title 50, Idaho Code;
- H. The undertaking and completing of any other proceedings necessary to carry out the project;
- I. Administration of community Development Block Grant and other State and Federal funds that may be available for this project; and
- J. Appropriate agreements with the Agency for administration, supporting services, funding sources, and the like.
- K. Imposition, whenever necessary (by conditional use permits or other means as appropriate), of controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.

## **SECTION 15: ENFORCEMENT**

The administration and enforcement of this, the Second Amended and Restated Research Park Plan, including the preparation and execution of any documents implementing this, the Second Amended and Restated Research Park Plan, shall be performed by the Agency and/or the City.

The provision of this, the Second Amended and Restated Research Park Plan or other documents entered into pursuant to it may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions and any other remedies appropriate to the purposes of this, the Second Amended and Restated Research Park Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the project may be enforced by such owners.

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions, and controls established by this, the Second Amended and Restated Research Park Plan. In order to permit such variation, the Agency must determine that:

- A. The application of certain provisions of this, the Second Amended and Restated Research Park Plan would result in practical difficulties or unnecessary hardships inconsistent with its general purpose and intent;
- B. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls;
- C. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- D. Permitting a variation will not be contrary to the objectives of this, the Second Amended and Restated Research Park Plan or the Comprehensive Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this, the Second Amended and Restated Research Park Plan, without amendment of this, the Second Amended and Restated Research Park Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of this, the Second Amended and Restated Research Park Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City Codes and ordinances.

## **SECTION 16: DURATION OF THE RESEARCH PARK PLAN**

Except for the non-discrimination and non-segregation provisions, which shall run in perpetuity, the provisions of this, the Second Amended and Restated Research Park Plan shall be effective, and the provisions of other documents formulated pursuant to it, may be effective for a period of twenty years from the original date of adoption of this, the Second Amended and Restated Research Park Plan by the City Council. It is expected that revenue allocation financing shall be in effect for taxing years up to and including 2015

This Plan shall terminate no later than December 31, 2015, except for revenues which may be received in January 2016 or otherwise, if the Agency determines an earlier terminate date:

- A. When the revenue allocation area plan budget estimates that all financial obligations have been provided for, the principal of an interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Section 50-2908,

Idaho Code, shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the revenue allocation area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the revenue allocation area; and the powers granted to the Urban Renewal Agency under Section 50-2909, Idaho Code, shall thereupon terminate.

- B. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenue in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan.
- C. For the fiscal year that immediately predates the terminate date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the revenue allocation area can be terminated before January 1 of the termination year pursuant to the terms of Section 50-2909(4), Idaho Code. In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the revenue allocation area by December 31 of the current year, and declaring a surplus to be distributed as described in Section 50-2909, Idaho Code, should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the Latah County recorder and the Idaho State Tax Commission as provided in Section 63-215, Idaho Code.

## **SECTION 17: PROCEDURES FOR AMENDMENT**

The Second Amended and Restated Research Park Plan may be further modified at any time by the Moscow Agency, provided that the modification, if made after disposition of real property by the Agency in the project area, must be consented to by the developer or developers (or successor of interest) of such real property if their interest is substantially affected by the proposed modification. Where the proposed modification will substantially change the Second Amended and Restated Research Park Plan, the modifications must be approved by the Planning and Zoning Commission and/or the City Council in the same manner as the original plan. Substantial changes for Council approval proposes shall include revisions in the project boundaries, land uses permitted, land acquisition, and other changes which will violate or substantially alter the objectives of the Second Amended and Restated Research Park Plan.

## **SECTION 18: SEVERABILITY**

If any one or more of the provisions contained in this, the Second Amended and Restated Research Park Plan to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such

provision or provisions shall be null and void and shall be deemed severed from the remaining provisions of this, the Second Amended and Restated Research Park Plan and in no way shall affect the validity of other provisions of this, the Second Amended and Restated Research Park Plan.

## **SECTION 19: PERFORMANCE REVIEW**

Under the Idaho Urban Renewal Law, the Agency is required to file with the City, on or before March 31 of each year, a report of the Agency's activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such calendar year.

## **SECTION 20: CONCLUSION**

Moscow faces a significant problem in keeping its locally developed businesses and industries within Moscow. There are many competitive disadvantages which result from location close to the Washington State border. As a result, and without local intervention, jobs and investment will be lost to other areas. This, the Second Amended and Restated Research Park Plan is designed to address these disadvantages and provide public services which will foster and enhance the economic development of Moscow.

# Appendix A

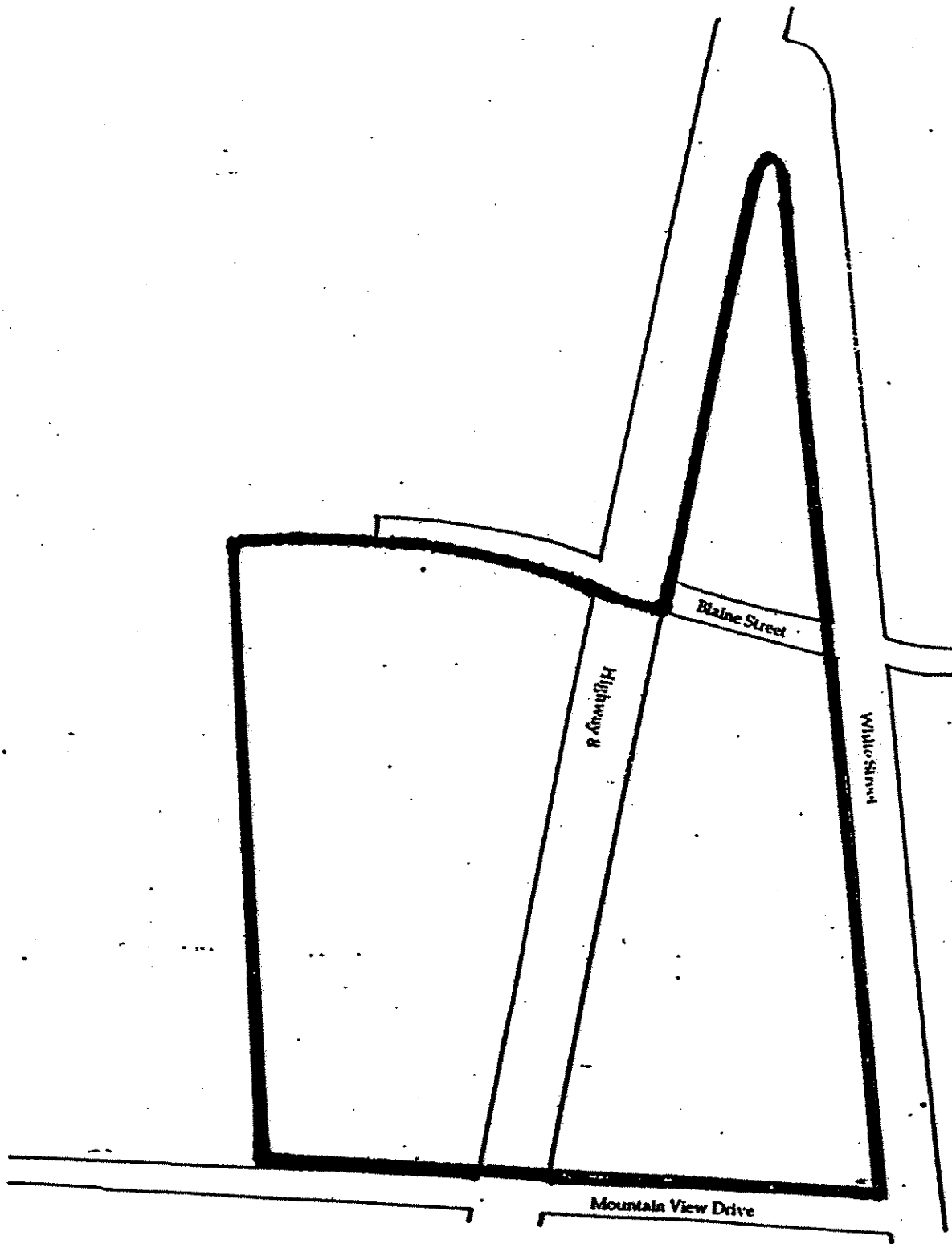
## Boundary Descriptions



# Appendix A.1

## Revenue Allocation Area Map

Revenue Allocation Area/Research Park Plan Map



## Appendix A.2

### Revenue Allocation Legal Description

## Description for Moscow Research Park Revenue Allocation Area

A parcel of land located in the southeast quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southeast corner of said southeast quarter of Section 17; thence  $N0^{\circ}53'45''E$  969.03 feet along the east line of said southeast quarter to the TRUE POINT OF BEGINNING; thence  $N89^{\circ}06'15''W$  321.63 feet; thence westerly 308.18 feet, along a curve concave to the north, said curve having a radius of 1441.41 feet, a central angle of  $12^{\circ}15'00''$ , and a chord bearing  $N82^{\circ}58'45''W$  307.59 feet; thence  $N76^{\circ}51'15''W$  178.16 feet; thence westerly 139.00 feet along a curve concave to the south, said curve having a radius of 744.05 feet, a central angle of  $10^{\circ}42'14''$ , and a chord bearing  $N82^{\circ}12'22''W$  138.80 feet; thence  $S02^{\circ}26'31''W$  30.00 feet radially from said curve; thence westerly 147.01 feet along a curve concave to the south, said curve having a radius of 714.05 feet, a central angle of  $11^{\circ}47'46''$ , and a chord bearing  $S86^{\circ}32'38''W$  146.75 feet; thence  $S80^{\circ}38'45''W$  392.99 feet to a point on the easterly right-of-way line of Blaine Street extended; thence  $N09^{\circ}22'25''W$  280.01 feet along said extended right-of-way line to the southeast corner of the Indian Hills Fourth Addition to the City of Moscow as shown on Instrument No.389444 on file with the Recorder's office of said Latah County; thence continuing  $N09^{\circ}22'25''W$  190.90 feet along the easterly right-of-way line of Blaine Street; thence northerly 299.50 feet along said right-of-way line and along a curve concave to the east, said curve having a radius of 547.95 feet, a central angle of  $31^{\circ}19'00''$ , and a chord bearing  $N06^{\circ}17'05''E$  295.78 feet; thence  $N21^{\circ}56'35''E$  132.40 feet along said right-of-way line to the south right-of-way line of Travois Way as shown on said plat; thence  $N23^{\circ}05'39''E$  60.00 feet along said Blaine Street right-of-way line to a point on the northerly right-of-way line of said Travois Way; thence  $N23^{\circ}05'39''E$  190.63 feet to the intersection point of the northerly right-of-way line of State Highway 8 and the easterly right-of-way line of Blaine Street; thence  $N66^{\circ}54'15''W$  1329.30 feet along said northerly highway right-of-way line to the southwest corner of Lot 9, Block 1 of the Arrowhead Addition No.1 to the City of Moscow as shown on the recorded plat thereof, said point also being on the southerly right-of-way line of White Avenue; thence northeasterly along said White Avenue right-of-way line, along a curve concave to the southeast, said curve having a radius of 160.00 feet, a central angle of  $47^{\circ}23'08''$ , and a chord bearing  $N67^{\circ}07'36''E$  128.59 feet; thence  $S89^{\circ}10'50''E$  2464.23 feet along said southerly right-of-way line to the westerly right-of-way line of Mountain View Road; thence  $S0^{\circ}53'45''W$  1302.07 feet along said westerly right-of-way line of Mountain View Road, said right-of-way line being parallel to and 36.00 feet westerly of (as measured perpendicularly) the easterly line of said Section 17, to a point on the southerly right-of-way line of the Burlington Northern Railroad; thence southeasterly 37.40 feet along said railroad right-of-way line, along a curve concave to the northeast, said curve having a radius of 1954.88 feet, a central angle of  $01^{\circ}05'46''$ , and a chord bearing  $S73^{\circ}22'13''E$  37.40 feet to the point of intersection with said easterly line of Section 17; thence  $S0^{\circ}53'45''W$  334.86 feet along said easterly line to the TRUE POINT OF BEGINNING.

Said parcel contains 62.1 acres, more or less.

## Appendix A.3

### Moscow Research and Technology Park Legal Description (Phase 1)

April 3, 1966

Moscow Research and Technology Park  
Legal Description (Phase I)

A parcel of land located in the SE $\frac{1}{4}$  of Section 17, T39N R5W, BM, and being more particularly described as follows:

Beginning at the southeast corner of said Section 17; thence N 0°07'50" W, 1303.89 feet to a point on the southerly right-of-way of the Burlington Northern Railroad; thence along said south right-of-way 238.23 feet on a curve to the right, having Radius=1954.88 feet, Delta=6°58'56", Chord=238.08 feet, and chord bearing N 71°27'14" W; thence continuing along said right-of-way N 67°57'46" W, 157.72 ft to the TRUE POINT OF BEGINNING.

Thence S 22°02'14" W, 275.00 ft;  
Thence N 67°57'46" W, 123.00 ft;  
Thence S 22°02'14" W, 235.87 ft;  
Thence N 77°54'26" W, 126.16 ft;  
Thence along a curve to left 160.00 ft having a Radius=744.05 ft,  
Delta=12°19'15", Chord=159.69 ft, and chord bearing N 84°02'28" W;  
Thence N 2°09'18" E, 152.78 ft;  
Thence N 68°08'20" W, 256.00 ft;  
Thence N 21°51'40" E, 434.00 ft to a point on the southerly right-of-way of Burlington Northern Railroad;  
Thence along said right-of-way S 67°57'46" E, 710.00 ft to the TRUE POINT OF BEGINNING.

Said parcel contains 7.37 acres.

## Appendix A.4

### Moscow Research and Technology Park Legal Description (Phase 2)

January 25, 2005  
Revised (3-24-05)

## **Legal Description of Alturas Phase II Plat, By Hodge & Associates, Inc.**

A legal description for a parcel of land located in the E½ SE¼ of Section 17 and the W½ SW¼ of Section 16, T39N, R5W, BM and being more particularly described as follows:

Beginning at the southeast corner of the SE¼ of Sec 17, thence N 0°07'50" W, 838.38 feet, along the east line of said SE¼; thence N 89°52'12" E, 7.75 feet to the TRUE POINT OF BEGINNING.

Thence S 89°52'12" W, 230.90 feet;

Thence N 69°14'51" W, 486.90 feet to the southeast corner of Lot 2, Block 1 of the Alturas Business Park Plat;

Thence N 21°51'40" E, 235.77 feet to the northeast corner of said Lot 2;

Thence S 67°57'46" E, 124.00 feet along the southerly right-of-way of Alturas Drive;

Thence N 21°51'40" E, 276.00 feet, along the east line of the Alturas Business Park Plat, to a point on the south right-of-way line of former railroad property;

Thence S 67°57'46" E, 157.72 feet, along said former railroad right-of-way, to a point of curve to the left;

Thence 242.92 feet, along said curve having a Delta = 7°07'11", Radius = 1954.88, Chord = 242.76 and Chord Bearing = S 71°31'21" E, to a point in the centerline of Mt. View Road;

Thence S 00°31'34" E, 464.35 feet, along said centerline, to the TRUE POINT OF BEGINNING.


Said parcel contains 6.34 acres.



Blodgett & Associates, Inc.

Engineers • Planners • Landscape Architects

P.O. Box 8728  
Moscow, Idaho 83845  
(208) 882-3520





ALTURAS BUSINESS PARK

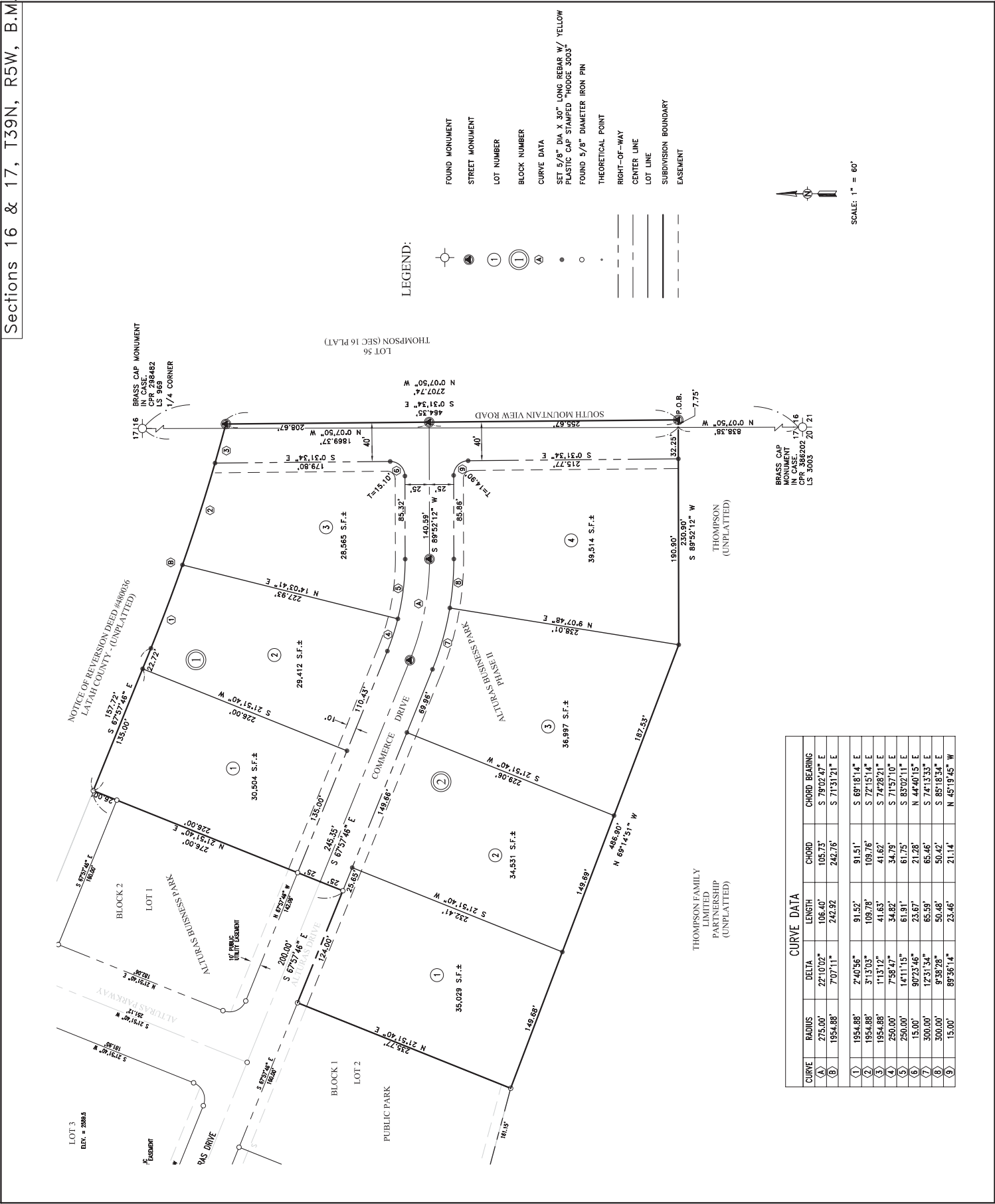
PHASE II

TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO

SECTION 17, T39 R5W, B.M.

OWNER: THOMPSON FAMILY LIMITED PARTNERSHIP

Designed by:	LH
Checked by:	SB
File Name:	2507-Final plat.dwg
Title:	PLAT
Scale:	PLAT
Plot Style:	PLAT
Project:	2507-02-04
Date:	3-24-05



LOT 13  
EX. = 238.5

# Appendix AA

Reference by Lot and Plat the  
Properties to be Acquired

# Appendix AA.1

Block 1, Lot 2 of Alturas  
Technology Park  
of the City of Moscow,  
Latah County, Idaho

## Appendix AA.2

Block 1, Lots 1, 2 and 3 and  
Block 2, Lots 1, 2, 3 and 4  
of Proposed Plat of  
Alturas Technology Park  
Phase II of the  
City of Moscow,  
Latah County, Idaho

# Appendix B

## Improvements and Probable Costs

**ALTURAS TECHNOLOGY PARK  
PHASE II  
Project Cost Estimate**

<b>PROJECT TOTAL</b>				<b>\$290,468.00</b>
<b>Contingency @ 10%</b>				<b>\$23,688.00</b>
<b>Technology Drive</b>				<b>\$179,880.00</b>
Excavation	4,000	CY	10.00	40000.00
Geotextile Fabric	2,000	SY	1.50	3000.00
Aggregate Base Course (6") (36' x 500')	2,000	SY	6.00	12000.00
Curb	1,000	LF	10.00	10000.00
Concrete Walks	620	SY	27.50	17050.00
Asphalt Concrete Paving (4") (36' x 500')	2,000	SY	10.00	20000.00
<b>Water Line</b>				
8" PVC C900 Pipe	500	LF	36.00	18000.00
Fire Hydrant Assembly w/connecting pipe	2	EA	2,000.00	4000.00
8" Gate Valve	2	EA	800.00	1600.00
<b>Sanitary Sewer</b>				
8" PVC SDR 35 Pipe	310	LF	32.00	9920.00
4" PVC Service Connections	275	LF	30.00	8250.00
Sanitary Manholes	2	EA	1,200.00	2400.00
<b>Storm Sewer</b>				
8" HDPE Pipe	310	LF	28.00	8680.00
4" HDPE Roof Drains	120	LF	24.00	2880.00
Storm Sewer Manholes	2	EA	1,000.00	2000.00
Catch Basins	2	EA	800.00	1600.00
<b>Franchise Utilities</b>				
	6	EA	1,000.00	6000.00
	500	LF	25.00	12500.00
<b>Mt. View Rd. Widening</b>				<b>\$57,000.00</b>
Grading	400	SY	2.00	800.00
Geotextile Fabric	400	SY	1.50	600.00
Aggregate Base Course (10") (10' x 440')	400	SY	10.00	4000.00
Curb	400	LF	10.00	4000.00
Concrete Walks	220	SY	27.50	6050.00
Asphalt Concrete Paving (4") (8' x 440')	350	SY	10.00	3500.00
Asphalt Prelevel (Overlay)	365	TON	50.00	18250.00
<b>Water Line</b>				
8" PVC C900 Pipe	450	LF	36.00	16200.00
8" x 8" cross	1	EA	400.00	400.00
8" Gate Valve	4	EA	800.00	3200.00
<b>Engineering</b>				<b>\$ 29,900.00</b>

# Appendix C

## Competitive Disadvantages of Moscow, Idaho as a Border Community

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# Competitive Disadvantages of Moscow, Idaho as a Border Community

## Executive Summary

The Idaho State Legislature has adopted House Bill No. 966 which recognizes that communities which are close to state borders can be adversely impact by differences in tax structure, population characteristics and even geographic features. This report looks at the City of Moscow as a border community. Disadvantages of being located adjacent to the Washington State border have been identified and quantified.

The law is very specific in the criteria which can be used to determine if a community is disadvantaged. The following paragraph is taken from the law which describes a competitively disadvantaged border community.

“(6) “Competitively disadvantaged border community area” means a parcel of land consisting of at least forty (40) acres which is situated with the boundaries of an incorporated city and within twenty-five (25) miles of a state or international border, which the governing body of such incorporated city has determined by ordinance is disadvantaged in its ability to attract business, private investment, or commercial development, as a result of a competitive advantage in the adjacent state or nation resulting from inequities or disparities in comparative sales taxes, income taxes, property taxes, population or unique geographic features.”

The most significant disadvantages, as allowed in the law, of Moscow are:

- Relatively high property taxes (which adversely impact both businesses and residents);
- The disparity in food costs (due to sales tax variations) which results in Idaho shoppers traveling across the border to Washington for major food purchases;
- Higher business expenses due to the corporate and personal income tax methods used in Idaho. This is applicable to most businesses including drug stores, hotels, real estate developments, manufacturing companies and general merchandise stores, but is particularly impactful on wholesale distribution businesses with out of state sales;
- Higher personal taxes due to the state income tax and higher local property taxes; and
- Disadvantage for providing industrial infrastructure via formation of a port district.

## Introduction

Moscow, Idaho is located along the Washington-Idaho State border. Washington State, with its border only minutes to the west, has a completely different tax structure. Washington doesn't have a state corporate or personal income tax. Property taxes are lower. Sales tax is higher but it is not applicable to food and prescriptions. Washington State has a B&O tax (charged against gross sales) which effects some businesses more than others.

These differences, beyond the control of Moscow, effect the ability of Moscow to grow, to attract jobs and income for its people, and to keep money earned in Moscow in the city.

The purpose of this report is to investigate the differences between Pullman, Washington and Moscow, Idaho as those differences relate to growth and development. We will seek to answer the question "What disadvantages does Moscow experience because of its proximity to the Washington State border?". In addition, we will measure those differences and determine if there are urban renewal strategies which can off-set some of these disadvantages.

Since all of the disadvantages identified in this report pertain to the entire city, it is recommended that the reader consider the entire city as being disadvantaged. In addition, annexation areas, because they will come under the City's tax code, would be similarly effected.

## Methodology

Measurement of the differences in tax structure cannot be made by merely describing the various methods of taxation. Each state's method causes different results. So, besides describing the two tax structures, comparisons were made using hypothetical businesses and resident home owner scenarios. These scenarios were prepared by taking information about certain types of businesses from the book "Almanac of Business and Industrial Financial Ratios", 1994 Edition, Published by Leo Troy and Prentice Hall Publishers, New Jersey. Gross sales, owner compensation, operating costs and net profit were obtained. These figures have been derived by surveying thousands of companies and publishing the aggregate results. Then, using hypothetical estimates of employee numbers and wages, real estate investment, hours worked per employee and percentages of in-state and out of state sales, an example company was created. This provided an even playing field upon which to evaluate the different taxing structures.

With a common company description, other specific information was required. Owners income tax rates were determined by taking the assumption regarding owners compensation and applying it to the 1993 Form 40 tax tables. This provided a fairly accurate measure of income tax payments although each individual taxpayer would have different deductions (subtractions).

Industrial insurance rates for specific classes of employees who work in these types of businesses were obtained from the Coeur d'Alene office of the State Insurance Fund. For Washington State, the publication "Rates '94" from the Department of Labor and Industries was used. Allocation of insurance rates were determined by the author based on his best judgment regarding the description of the rate and the appropriate business category.

Business and Occupation tax rates were obtained from the Washington State Business and Occupation Tax Worksheet, 1994. Again, tax classification determinations were made by the author based on the business type and the classification description.

Property tax rates were obtained from the Latah County Assessor and the Whitman County Assessor. A publication entitled "Code Area Taxing Districts; Percent Levies for the Year 1994" was provided by the Latah assessor. It included all tax code areas within Latah County, including the City of Moscow. For Whitman County, a copy of the levy rate sheet for all Tax Code Areas in the county was provided. From this list, the tax code area for the City of Pullman and the surrounding area was obtained.

Sales tax rates were obtained from the Idaho State Tax Commission in its publication "Annual Report, 1993" and from the Washington State Department of Revenue report "Location Codes- Local Sales Tax Rates, Effective July 1, 1994".

Every effort has been made to present an unbiased and accurate representation of the disadvantages of Moscow as a border community.

# Findings

## Property Taxes

### Property Tax Rates

The gap between property tax rates for the City of Moscow and Whitman County create a disadvantage for Moscow. Also, because this tax disparity is felt equally across all types of development, residents as well as businesses are adversely effected.

To determine the extent of the impact of this disadvantage, property tax rates for Moscow were compared to rates in the Pullman and the highest and lowest tax code areas in Latah and Whitman Counties. The following table shows the range of property tax rates for several areas in both counties.

**Table 1**

Range of Property Tax Levy Rates (Per \$1,000 of Market Value)		
		% of Moscow Tax
Moscow	24.991995	
Highest Latah County Code Area	21.167123	84.7%
Lowest Latah County Code Area	13.936591	55.8%
City of Pullman	15.390100	61.5%
Highest Whitman County Code Area	19.494400	78.0%
Lowest Whitman County Code Area	12.790200	51.2%

Source: Latah County and Whitman County Assessors

Moscow had the highest property tax rate in both of the counties. Since this kind of taxation effects business and residents alike, a further analysis of the impact of property taxes was conducted as part of a larger study of overall taxes. Several types of businesses were evaluated to determine how specific taxes effected the cost of doing business in a particular location. A complete evaluation is provided in Appendix A. We will merely summarize the findings relative to property tax, here. The reader is invited to review the impact of property taxes in the context of overall tax rates by a review of the information contained in that appendix.

Several types of businesses were considered in this evaluation. Each business type is effected by different taxes in different ways. Businesses which are investment intensive will pay more property tax in Moscow than in bordering areas of Washington State. The following table shows how property tax differences cause a disadvantage for Moscow as a border community.

**Table 2**

<b>Summary of Property Tax Costs for Selected Businesses and Residents</b>			
<b>Company Type</b>	<b>Market Value</b>	<b>Moscow, Idaho</b>	<b>Spokane, Washington</b>
General Merchandise	1,000,000	24,992	15,390
Wholesale Trade	750,000	18,744	11,543
Manufacturing	1,250,000	31,240	19,238
Grocery Store	2,000,000	49,984	30,780
Drug Store	1,500,000	37,468	23,085
Hotel and Lodging	3,000,000	74,976	46,170
Real Estate Lessors	2,500,000	62,480	38,475
Home Owner	120,000	2,704	2,125

Source: Business Planning Consultants, Inc.

Note: The property tax rate is for Moscow Tax Code Area 1-00. In Washington, the City of Pullman tax code area 13 was used.

This table shows that property taxes are higher in Moscow, Idaho for all classes of business and for residents, too. Any property developed in Idaho must weigh the added property tax against the other amenities which draw residents and businesses to this area. Property tax rates therefore cause the City of Moscow to have a disadvantage for the development of all structures; those with the most investment have the most disadvantage. Capital intensive businesses such as manufacturing, hotels, office and industrial park developments and large retail stores would be most effected by the property tax disadvantage.

## **Sales Tax**

The sales tax rate for Idaho State is 5.0%. This is a statewide tax and there are no local option tax capabilities for cities or counties. Some communities have been classified as resort communities and have some taxing capability. However, neither Moscow, nor any other city in North Idaho, has been classified as a resort community. Therefore, its sales tax is a straight 5.0%. No exemptions are made for food. The only exemptions are for gasoline which has an excise tax of 22% and prescription drugs.

Washington State has a base sales tax of 6.5%. Then, local option taxes are added onto that base. Whitman County has a sales tax rate of 7.5% as does the City of Pullman.

While it would appear that Idaho does not have a disadvantage regarding sales tax rates, it does when consideration is made concerning which items are taxed. Food is not subject to sales tax in Washington State. Therefore, sale of food items in Idaho State have a 5.0% disadvantage. This advantage for shoppers in Washington State may be enough to warrant Idaho residents to take the trip to Washington for major food purchases. It would not likely greatly effect convenience stores.

Sales tax costs are not borne by the grocery store. These taxes are passed on directly to the customers. Therefore, from a perspective of the grocery retailer, the sales tax is transparent and other tax factors make Moscow a good location. However, when a grocery store considers the cost impact on customers, location in Idaho is a disadvantage because it raises the overall cost of a food bill.

## Income Taxes

Idaho State has an individual income tax which varies from 0 to 8.2%. The amount of tax varies according to the size of income and the deductions which are taken. The Idaho Income Tax Return (Form 40), follows the Federal income tax rules and provides for deductions for all the categories recognized by the Internal Revenue Service. After deductions, a taxable income is determined and taxes are paid based on a variable schedule.

Individual income tax is a consideration when locating a company or a home. If an area's taxes are high compared to other areas, a disadvantage occurs for locating homes, and businesses.

To determine the impact of income taxes on business owners, officers compensation was determined for various types of businesses. Assumptions were made regarding the amount of deductions (called "subtractions" in the Idaho State forms) and an amount of taxable income was determined. This provides an equitable amount upon which to base the level of personal income tax. The following table shows the amount of individual tax which would be owed in the State of Idaho if the income was reported in the 1993 tax year.

No comparable tax exists in Washington State.

**Table 3**

<b>Summary of Idaho State Personal Income Tax Costs for Business Owners</b>			
<b>Company Type</b>	<b>Taxable Income</b>	<b>Tax Rate</b>	<b>Tax Due</b>
General Merchandise	100,749	7.7%	7,754
Wholesale Trade	214,632	8.0%	17,093
Manufacturing	182,112	7.9%	14,426
Business Services	115,010	7.8%	8,924
Grocery Store	180,635	7.9%	14,305
Drug Store	362,826	8.1%	29,245
Hotel and Lodging	89,472	7.6%	6,830
Real Estate Lessors	102,396	7.7%	7,889
Home Owner	35,000	6.8%	2,387

Source: Business Planning Consultants, Inc.

This demonstrates that even very high incomes do not pay the full 8.2% income tax. However, rates for average business owners will run from 7% to 8% and average income earners will pay about 6.8%.

Since there is not a comparable tax in Washington State, Moscow, Idaho residents are definitely at a disadvantage. A proportionately larger share of individual's direct income will go to state taxes in Idaho than in Washington. Washington collects its taxes in less direct ways. This can cause business owners to be reluctant to locate a business in Idaho or, if their business is located close to the Washington border, reluctant to locate their private residence in Idaho State.

## **Corporate Income and Business and Occupation Tax**

While there is no equivalent in Washington for the Idaho State Personal Income Tax, there is a comparable tax for corporations. Idaho has a corporate income tax and Washington State has enacted a Business and Occupation Tax (B&O Tax). Since each tax impacts different businesses in different ways, we determined the best way to create a test which would equitably compare the two taxes was to evaluate different businesses in each state with exactly the same sales, operating costs and profits and determine the cost of each tax. Please keep in mind that this tax is not transparent to the business; the B&O and corporate income taxes cannot be paid as a line item by customers like sales tax. Rather, it is part of the cost of doing businesses and must be calculated in the price of goods and services.

### **Idaho State Corporate Income Tax**

Idaho corporation's taxable income is taxed at the rate of 8%. This is a flat rate and is applied the same as the federal government's corporate income tax. Multi-state corporations must apportion their income using an equally weighted three-factor formula comprised of property, payroll and sales.

To develop accurate scenarios for companies financial positions, the 1994 edition of the Almanac of Business and Industrial Financial Ratios was used. These studies summarize annual financial statements for thousands of corporations in specific lines of business. Ratios are determined to show the relationship between gross sales, gross profit, officer's wages, operating costs and net profit. The average volume of sales for each type of business is also provided. Using this information, hypothetical companies have been created for specific types of businesses. Then, using identical information for both Idaho and Washington corporations, tax burdens can be determined for each respective state taxing structure.

Before the results of our analysis are described, the readers should gain an understanding of the difference between a corporate income tax and the Washington State equivalent, the B&O Tax.

## Business and Occupation Tax in Washington State

Washington State does not have an income tax but does tax businesses on their gross sales. Therefore, tax is applied regardless of whether the business has a profit. For startup companies or companies with a low profit margin, it is generally a disadvantage to be located in Washington State. Unlike Idaho companies, there are no deductions for business expenses or tax payments when determining the taxable amount.

In Washington State, the B&O tax rates vary according to the type of business. The following schedule shows the tax rates for each of the business sectors identified in Washington's tax code.

**Table 4**

Washington State B&O Tax Rates - 1994	
Tax Classification	Rate
Extracting	0.515%
Slaughter	0.147%
Mfg. Food Products	0.147%
Travel Agent	0.293%
Intl. Charter	0.387%
Insurance Agents	1.172%
Mfg. Fresh Fruit and Vegetables	0.351%
Printing and Publishing	0.515%
Manufacturing	0.515%
Wholesaling Dry Grains	0.012%
Internal Distribution	0.515%
Wholesaling	0.515%
Warehousing, Radio and TV	0.515%
Public Road Construction	0.515%
Public Hospitals	0.750%
Selected Business Services	2.500%
Financial Business Services	1.700%
Service	2.130%
Retailing of Interstate Transp. Equipment	0.515%
Retailing	0.471%

Source: Washington State Department of Revenue

As shown in the table, tax rates vary considerably depending upon the type of business conducted. A general rule is that high volume, low margin business sales (Wholesale Dry Grains) are taxed at the lowest rates and low volume, high margin sales (Selected Business Services) are taxed highest.

## Idaho Income Tax and Washington B&O Tax Comparisons

The reader is again referred to Appendix A for a complete description of each business scenario and evaluations of overall tax impacts. In this section we will evaluate the tax impact of earnings in both states.



Table 5 shows the variation in tax payments for companies with exactly the same financial status. It shows that high volume, low margin businesses like a grocery store, pay a significantly larger amount of corporate tax in Washington than in Idaho. Using this example, a grocery store with sales of \$13.9 million and a net profit of only \$192,000 would pay only \$15,361 in Idaho income tax but would pay \$65,445 in B&O tax. Therefore, high volume stores with low margins would fare better in Idaho than in Washington.

Stores with higher margins and greater net profit, however, do better in Washington from the Income tax/B&O tax perspective. General Merchandise stores, for instance, pay less in State tax under the B&O tax method than do those subject to Corporate Income Tax.

**Table 5**

<b>Summary of Idaho State Income Tax and Washington State B&amp;O Tax on Selected Companies</b>				
<b>Company Type</b>	<b>Gross Sales</b>	<b>Net Profit</b>	<b>Idaho's Income Tax</b>	<b>Washington's B&amp;O Tax</b>
General Merchandise	2,343,000	247,513	19,801	11,036
Wholesale Trade	3,252,000	46,828	3,746	16,748
Manufacturing	3,252,000	352,516	28,201	16,748
Business Services	1,855,000	234,750	18,780	46,375
Grocery Store	13,895,000	192,015	15,361	65,445
Drug Store	6,719,000	224,082	17,927	31,646
Hotel and Lodging	1,864,000	288,040	23,043	39,703
Real Estate Lessors	1,932,000	672,684	53,815	41,152

Source: Business Planning Consultants, Inc.

The conclusion to this evaluation is not clear cut; the amount of income/B&O tax will vary considerable depending upon the particular characteristics of a business as demonstrated by the above example. Determination of whether a particular company is disadvantaged by locating in Idaho can only be determined upon examination of that companies sales and income characteristics. However, it can be generally stated that high volume, low margin businesses will do better in Idaho than in Washington. Conversely, low volume, high margin businesses pay a proportionately higher tax in Idaho.

One notable exception to this rule is distribution warehouses which are located in Washington but sell to customers outside the state. In those cases, B&O tax is not charged on out of state sales. To demonstrate this, the example of a Wholesale Trade Company was used with all statistics remaining the same except for the percentage of out of state sales. For purposes of demonstrating the distinct advantage of companies located in Washington which fit this category, we have used an assumption of 75% of sales out of state.

The following table, Table 6, shows the comparison between an Idaho company and a Washington State company using both 100% in state and 75% out of state sales. The B&O Tax is substantially reduced for this type of business and creates an even greater disadvantage for Moscow.

**Table 6**

<b>Comparison of Wholesale Trade Companies with In-State and Out of State Sales</b>			
<b>Tax</b>	<b>Idaho</b>	<b>Washington</b>	
		<b>0% Out of-State Sales</b>	<b>75% Out of State Sales</b>
Corporate Income Tax	3,746		
Owner's Income Tax	17,093		
Industrial Insurance	3,912	6,053	6,053
State Unemployment	1,680	1,940	1,940
B&O Tax		16,748	4,187
Property Tax	16,902	13,284	13,284
<b>Total Tax</b>	<b>43,333</b>	<b>38,025</b>	<b>25,464</b>

Source: Business Planning Consultants, Inc.

## Industrial Insurance Rates

Idaho State has an industrial insurance rate which is based on the gross payroll for an individual. This rate varies according to the experience rating of each profession and for each business. To obtain a comparison for employment costs between the two states, it is necessary to create a specific example and determine what insurance costs would result. For our example, we used a clerical position, full time, which pays a gross salary of \$8.35 per hour (\$17,368 per year). In Idaho State, the industrial insurance costs would be \$85.10.

Washington State's industrial insurance system is based on the number of hours worked and a risk class rating for the type of job related activities. For instance, a clerical worker in Washington State is charged for insurance at the rate of \$.0837 per hour. If an average full time year of 1,920 hours (2,080 hours less vacation, holidays and sick days) was worked, this would equate to an industrial insurance cost of \$160.70.

A similar evaluation was prepared for our selected businesses. The following table, Table 7, shows the difference in Industrial Insurance costs for similar type employees in both Washington and Idaho States.

**Table 7**

Summary of Industrial Insurance Costs for Idaho and Washington States				
Company Type	# Employees	Employee Classification	Idaho	Washington
General Merchandise	10	In-store Sales	5,380	6,384
Wholesale Trade	4	Warehouse Workers	3,912	6,053
Manufacturing	4	Machine Operators	5,560	4,904
Business Services	20	Accountants	2,940	3,479
Grocery Store	30	Grocery Clerks	24,120	29,658
Drug Store	15	Pharmacist	7,320	5,325
Hotel and Lodging	10	Hotel Workers	11,820	10,620
Real Estate Lessors	3	In-house Realtors	690	729

Source: Idaho State Insurance Fund and Washington State Department of Labor and Industries.

This comparison shows that, as a general rule, Washington State has higher industrial insurance rates. However, for specific companies such as manufacturing, pharmacists and hotel workers, Idaho's rates are higher. As with the income tax/B&O tax comparison, the question of disadvantage for Moscow will depend upon the rate classification of employees for each company. Rather than using industrial insurance as a sole determinant of disadvantage or advantage, it should be considered as only a part of the broader tax picture.

## **State Unemployment Compensation Tax**

Idaho State Unemployment Compensation Tax is levied at a rate of 2.1% on the first \$20,400 of wages paid per employee. The maximum rate per employee (assuming an experience rating has not been established) would be \$428.40.

The Washington State rate is 2.5% but is based on the first \$19,900 per employee. Therefore, the maximum cost per employee would be \$497.50.

By applying our company scenarios to determine comparable State Unemployment Compensation tax rates, we can obtain a fair relationship of cost between the two states. See Table 8.

**Table 8**

Summary of State Unemployment Compensation Employer Costs				
Company Type	Salary Level	# Employees	Idaho	Washington
General Merchandise	20,000	10	4,200	4,850
Wholesale Trade	20,000	4	1,680	1,940
Manufacturing	20,000	4	1,680	1,940
Business Services	30,000	20	6,300	9,700
Grocery Store	20,000	30	12,600	14,550
Drug Store	20,000	15	6,300	7,275
Hotel and Lodging	15,000	10	3,150	3,750
Real Estate Lessors	25,000	3	5,250	1,455

Source: Business Planning Consultants, Inc.

This table demonstrates that Washington State's workmen's compensation costs are consistently greater than Idaho's. Therefore, Moscow, Idaho does not have a disadvantage regarding this tax.

## Other Taxes

Each state has many other taxes which can effect the overall tax picture for businesses and residents. The following taxes have been identified to provide an example of some of these taxes and the impact they can have on business and residential development.

### Hotel/Motel Tax

The Idaho State Hotel-Motel tax is 2% of gross revenues. Washington State is also 2% of gross revenue but is not assessed in Whitman County. Both rates are added to the existing sales tax rate charged to customers. Therefore, the overall sales tax for Idaho hotel patrons is 7% and the Whitman County rate is the normal 7.5%. Therefore, Idaho, and Moscow, have a 1/2% advantage in this area.

### Business License Fees

No business license fees are charged in Moscow, Idaho or in Pullman, Washington. Therefore, Moscow does not have a disadvantage in this area of taxation.

## **Fuels Tax**

Idaho State imposes fuel taxes at the following rates:

Gasoline	\$.21/gallon
Diesel	\$.21/gallon
Propane	\$.152/gallon
Natural Gas	\$.165/therm
Aviation Fuel	\$.05/gallon
Jet Fuel	\$.04/gallon

Washington State fuel tax is \$.23/gallon for gasoline.

This indicates that Idaho does not have a disadvantage regarding fuel taxes.

## **Electricity Tax**

Electricity generated in Idaho is taxed at 1/2 mill per kilowatt hour. In Washington, a PUD Tax is charged which is 2.14% of gross revenue plus 5.35% of 1st 4 mills per KWH. Since the impact of these tax rates will vary considerably for each type of business depending upon their power consumption patterns and volume, no effort has been made to determine the impact of the cost between Moscow and Pullman.

## **Cigarette, Tobacco Tax**

Cigarettes sold in Idaho are taxed at \$.18 per pack of 20 cigarettes. Washington is \$.54 per pack of 20 cigarettes.

Other tobacco products sold in Idaho are taxed at 35% of wholesale price. In Washington State, tobacco products are taxed at 74.9% of wholesale price.

These taxes, while not significant for determining location of a business or the relative advantage or disadvantage of being in a particular area, indicate general taxation structure in both states. As previously mentioned, Washington State generates its tax revenues in ways different from Idaho State. The higher tax rates in these categories of taxes indicated where the revenues are generated.

## **Port District Formation Disadvantage**

The City of Moscow has a disadvantage in the creation and operation of a port district. This disadvantage has very direct tax impacts for Moscow. In Washington State, a taxing district can be formed covering an entire county which can initiate economic development projects. The district can incur debt to finance development projects and

stimulate the economy. This is evident by the success of the Port of Whitman County. The Port of Whitman County Industrial Park in Pullman, Washington, has many buildings and an extensive base of infrastructure improvements. The industrial park has given Washington a great advantage in attracting businesses to their state.

In Idaho, however, the opportunity to create a port district is much more limited. Ports can only be formed where there is a water transportation system potential and only in relatively small areas. Ports cannot incur indebtedness. Because of these limitations, the opportunity to obtain tax revenue to develop industrial infrastructure (and attract industrial development to Moscow) using a port district organization, is significantly less than in Whitman County, Washington.

## **Overall Tax Impacts on Selected Businesses**

To obtain a clearer picture of the overall tax impact on businesses and the advantage or disadvantage by being located in the State of Idaho, tax costs have been added together (for the selected business scenarios) for the following categories of tax:

- Corporate Income Tax;
- Owner's Income Tax;
- Industrial Insurance;
- State Unemployment;
- State B&O Tax; and
- Property Tax.

Sales tax, because it is passed on directly to customers, is not included.

Table 9 shows the total tax paid by our selected businesses. Generally, businesses paid more tax in Idaho than in Washington. Adding the total tax for the selected eight businesses resulted in total taxes paid in Moscow, Idaho at \$660,476 and \$594,009 in Pullman, Washington. This is an 11.2% greater amount of tax paid in Moscow, Idaho compared to Pullman, Washington.

This general level of taxation demonstrates that overall, most businesses located in Moscow are at a disadvantage.

**Table 9**

Summary of Overall Tax Comparisons for Selected Businesses		
Company Type	Total Tax	
	Moscow, Idaho	Pullman, Washington
General Merchandise	62,127	37,660
Wholesale Trade	45,175	36,284
Manufacturing	81,107	42,830
Business Services	36,944	59,554
Grocery Store	116,370	140,434
Drug Store	98,280	67,332
Hotel and Lodging	119,819	100,243
Real Estate Lessors	130,124	81,811

Source: Business Planning Consultants, Inc.

The overall tax impact on businesses is different if viewed from the perspective of the customer. The customer pays sales tax in addition to absorbing the costs of doing business which are included in the price charged for the goods or services. The next table, Table 10, shows the total tax paid by the business *and the customers*.

**Table 10**

Summary of Overall Tax Comparisons for Selected Businesses with State Sales Tax Added		
Company Type	Total Tax	
	Idaho	Washington
General Merchandise	179,277	213,385
Wholesale Trade	45,175	36,284
Manufacturing	243,707	286,730
Business Services	36,944	59,554
Grocery Store	811,120	140,434
Drug Store	333,445	420,043
Hotel and Lodging	250,299	240,043
Real Estate Lessors	130,124	81,811

Source: Business Planning Consultants, Inc.

So, impact on the customers is greater in Washington than in Idaho. The glaring exception is grocery stores because no sales tax is added to food items in Washington State.

## Overall Tax Impacts on Home Owners

Resident home owners are also disadvantaged in Moscow, Idaho. Since Idaho State has a personal income tax, and a comparable tax on individuals in Washington State does not exist, Idaho home owners pay more taxes.

To obtain an understanding of how much difference there is in total tax payments by home owners, three "typical" scenarios were prepared for comparison. Assumptions were made for annual income, taxable income, food expenditures, consumer goods expenditures and an estimate of the market value of their home. Then, each individual's overall tax payments were measured. The results are shown on Table 11. Also, more detailed information for each scenario is provided in Appendix A.

**Table 11**

<b>Summary of Tax Comparisons for Resident Home Owners</b>			
<b>Assumptions</b>			
Annual Income	150,000	60,000	30,000
Taxable Income	110,000	35,000	18,000
Food Expenditures	5,000	4,800	4,000
Consumer Goods Expenditures	40,000	20,000	10,000
Market Home Value	250,000	120,000	80,000
<b>Idaho Taxes</b>			
State Income Tax (Note 1)	8,513	2,387	1,057
Annual Sales Taxes (Note 2)	2,250	1,240	700
Property Taxes (Note 3)	6,248	2,999	1,999
<b>Total Tax</b>	<b>17,011</b>	<b>6,622</b>	<b>3,756</b>
<b>Washington Taxes</b>			
Annual Sales Taxes (Note 4)	3,200	1,600	750
Property Taxes (Note 5)	4,428	2,125	1,231
<b>Total Tax</b>	<b>7,628</b>	<b>3,725</b>	<b>1,981</b>

Source: Business Planning Consultants, Inc.

Note 1: Tax is determined from the 1993 Tax Table, Form 40, Married Filing Jointly.

Note 2: Source is the Idaho State Tax Commission.

Note 3: Tax Code Area 1-00, City of Moscow.

Note 4: Source is the Washington State Department of Revenue.

Note 5: Tax Code Area 13, Pullman, Washington

This evaluation demonstrates that home owners ( and all residents) have a tax disadvantage in Moscow, Idaho compared to Pullman, Washington.



## **Conclusions**

### **Areas of Significant Disadvantage**

The City of Moscow is at significant disadvantage as a border community because of taxing methods and levels. These disadvantages include:

- Higher property taxes than bordering areas in Washington State effects both residential and business development in Moscow;
- The corporate income tax method of taxation causes overall business taxes to be greater than in bordering areas in Washington;
- Personal income taxes create a burden on all individuals, whether business owners or employees, which is not borne by people in Washington State. This adversely effects location decisions when Pullman, Washington and Moscow, Idaho are compared;
- Moscow has a disadvantage regarding the potential for development of a Port District to finance economic development. Also, the existence of the Port of Whitman County causes a disadvantage in Moscow's ability to attract and develop an industrial economic base.
- Companies which distribute products outside this area would find particularly strong incentives to be located in Washington rather than Idaho because the B&O tax is not applicable to out of state sales; and
- Overall taxation of individual home owners in Idaho is greater than in Washington. When state income tax, annual sales tax payments and property taxes are added for an hypothetical home owner, Idaho State taxes are significantly higher.

### **Areas of Minor Disadvantages**

Different types of businesses are effected by taxes in different ways. Many businesses are slightly disadvantaged by locating in Moscow compared to Pullman, Washington because of these tax differences. In our evaluation we found that wholesale trade companies, drug stores, hotels, real estate developers, manufacturing companies and general merchandise stores are all taxed heavier in Idaho than in Washington. The degree of difference will vary depending upon the specific business. However, all of the above listed businesses are disadvantaged when located (or considering locating) in Idaho.

## Impact on Urban Renewal Projects

Urban renewal projects in the City of Moscow may assist in neutralizing, to some extent, the disadvantages of being located close to the Washington State border. Some of the types of projects which can help to overcome these disadvantages include:

- Projects which can positively impact the community by reducing overall property tax burdens of Moscow residents;
- Projects which reduce property tax payment of commercial and industrial properties,
- Projects to provide incentives to locate grocery stores within Moscow;
- Projects to provide incentives to manufacturers to reduce the personal and corporate income tax and industrial insurance tax burdens;
- Projects which can provide an infrastructure base for the development of industrial businesses;
- Projects to overcome the disadvantages for wholesale distribution businesses; and
- Projects to reduce the combination of a state income tax and proportionately higher property taxes for individual homeowners.

The entire city is impacted by the disadvantages identified in this report. Therefore, any location within the city will share equally in the impact. If new areas are annexed into the city, those areas will also share these disadvantages since they will be included in the City of Moscow code area taxing districts 1-00 or 1-01. Therefore, it is recommended that the entire city, and it's area of city impact be included in any considerations for designation as areas impacted by proximity to the border.

These are a few of the potential projects which can be justified by the disadvantaged border community status of the City of Moscow. However, using this information contained in this report, it may be possible to identify other projects which can have a similar effect of mitigating the impact of being located close to the Washington State border.

**Appendix A Pullman, Washington and Moscow,  
Idaho Tax Comparisons**

# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Wholesale Trade Companies

Assumptions	Rate/Amount	Amount	
Sales (Note 1)		3,252,000	
In-State Sales % (Note 2)	100%		
Out of State Sales % (Note 3)	0%		
Cost of Goods Sold (Note 4)	65.8%	2,139,816	
Gross Profit		1,112,184	
Employee Wages (Note 5)	4 employees @ \$20,000	80,000	1,920 hrs/yr/employee
Owner's Wages (Note 6)	6.6%	214,632	
Other Operating Costs (Note 7)	23.7%	770,724	
Total Operating Costs		1,065,356	
Net Profit		46,828	
Property Market Value		750,000	
<b>Corporate Income Tax</b>			
Moscow, Idaho (Note 8)	0.0%	0	Idaho
Pullman, Washington (Note 9)	0.0%	0	Washington
<b>Owner's Income Tax</b>			
Moscow, Idaho (Note 10)	0.0%	0	Idaho
Pullman, Washington (Note 11)	0.0%	0	Washington
<b>Industrial Insurance</b>			
Moscow, Idaho (Note 12)	\$4.89 per \$100 of payroll	3,912	Idaho
Pullman, Washington (Note 13)	\$7.882 per hour of labor	6,053	Washington
<b>State Unemployment</b>			
Moscow, Idaho (Note 14)	2.1%	1,680	Idaho
Pullman, Washington (Note 15)	2.5%	1,940	Washington
<b>B&amp;O Tax</b>			
Moscow, Idaho	0.0%	0	Idaho
Pullman, Washington (Note 16)	0.515%	16,748	Washington
<b>Property Tax</b>			
Moscow, Idaho (Note 17)	0.024991995	18,744	Idaho
Pullman, Washington (Note 18)	0.016390100	11,543	Washington
<b>Total Tax</b>		<b>45,175</b>	<b>38,284</b>
<b>Sales Tax Paid by Customers</b>			
Moscow, Idaho (Note 19)	0.0%	-	Idaho
Pullman, Washington (Note 18)	0.0%	-	Washington
<b>Income Tax for each employee</b>			
Moscow, Idaho (Note 19)	6.1%	1,220	Idaho
Pullman, Washington	0.0%	-	Washington

Note 1 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5190 Wholesale Trade

Note 2 - Assumption of in-state sales will vary to demonstrate the impact of B&O taxes.

Note 3 - Assumptions of out of state sales will vary to demonstrate the impact of B&O taxes.

Note 4 - Source in Almanac of Business and Industrial Financial Ratios, Wholesale Trade, SIC 5190, 7/90 to 6/91

Note 5 - Employee wages are estimated at \$10.00 per hour. 1,920 hours is the State of Washington's estimate of full time hours after vacation, sick time and holidays.

Note 6 - Source in Almanac of Business and Industrial Financial Ratios, Wholesale Trade, SIC 5190, 7/90 to 6/91

Note 7 - Source in Almanac of Business and Industrial Financial Ratios, Wholesale Trade, SIC 5190, 7/90 to 6/91

Note 8 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 9 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 10 - This is the Idaho Wholesale Trade rate of \$4.89 per \$100 of payroll

Note 11 - Source is the Washington State Department of Labor and Industries, class 2102, Warehouses

Note 12 - 2.1% on the first \$20,400 per employee.

Note 13 - 2.5% on the first \$19,900 per employee.

Note 14 - B&O Tax is based on the retailing rate effective in 1994.

Note 15 - The Property Tax rate is for the City of Moscow Tax Code Area 1-00.

Note 16 - City of Pullman Tax Code 13.

Note 17 - Source is the Idaho State Tax Commission

Note 18 - Source is the Washington State Department of Revenue

Note 19 - Maximum tax rate is 8.2%. Employees are assumed to pay a lesser rate of 6.1%.

# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Manufacturing Companies

Assumptions	Rate/Amount	Amount	
Sales (Note 1)		3,252,000	
In-State Sales % (Note 2)	100%		
Out of State Sales % (Note 3)	0%		
Cost of Goods Sold (Note 4)	65.6%	2,133,312	
Gross Profit		1,118,688	
Employee Wages (Note 5)	4 employees @ \$20,000	80,000	1,920 hrs/yr/employee
Owner's Wages (Note 6)	5.6%	182,112	
Other Operating Costs (Note 7)	15.5%	504,060	
Total Operating Costs		766,172	
Net Profit		352,516	
Property Market Value		1,250,000	
<b>Corporate Income Tax</b>			
Moscow, Idaho (Note 8)	8.0%	28,201	
Pullman, Washington (Note 9)	0.0%		
<b>Owner's Income Tax</b>			
Moscow, Idaho (Note 9)	7.9%	44,426	
Pullman, Washington	0.0%		
<b>Industrial Insurance</b>			
Moscow, Idaho (Note 10)	\$6.95 per \$100 of payroll	5,560	
Pullman, Washington (Note 11)	\$6.95 per \$100 of payroll	4,904	
<b>State Unemployment</b>			
Moscow, Idaho (Note 12)	2.1%	1,680	
Pullman, Washington (Note 13)	2.5%	1,940	
<b>B&amp;O Tax</b>			
Moscow, Idaho	0.0%		
Pullman, Washington (Note 14)	0.515%	16,748	
<b>Property Tax</b>			
Moscow, Idaho (Note 15)	0.024991995	31,240	
Pullman, Washington (Note 16)	0.0153901	19,238	
<b>Total Tax</b>		<b>81,107</b>	<b>42,830</b>
<b>Sales Tax Paid by Customers</b>			
Moscow, Idaho (Note 17)	5.0%	162,600	
Pullman, Washington (Note 18)	7.5%		243,900
<b>Income Tax for each employee</b>			
Moscow, Idaho (Note 19)	6.1%	1,220	
Pullman, Washington	0.0%		

Note 1 - Source is Almanac of Business and Industrial Financial Ratios, SIC 3560, Manufacturing General Industry Machinery

Note 2 - Assumption of in-state sales will vary to demonstrate the impact of B&O taxes.

Note 3 - Assumptions of out of state sales will vary to demonstrate the impact of B&O taxes.

Note 4 - Source is Almanac of Business and Industrial Financial Ratios, SIC 3560, Manufacturing General Industry Machinery

Note 5 - Employee wages are estimated at \$10.00 per hour. 1,920 hours is the State of Washington's estimate of full time hours after vacation, sick time and holidays.

Note 6 - Source is Almanac of Business and Industrial Financial Ratios, SIC 3560, Manufacturing General Industry Machinery

Note 7 - Source is Almanac of Business and Industrial Financial Ratios, SIC 3560, Manufacturing General Industry Machinery

Note 8 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 9 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 10 - This is the Idaho Heavy Equipment Manufacturing rate of \$6.95 per \$100 of payroll.

Note 11 - Source is the Washington State Department of Labor and Industries, class 5109 Heavy Machinery Manufacturing

Note 12 - 2.1% on the first \$20,400 per employee.

Note 13 - 2.5% on the first \$19,900 per employee.

Note 14 - B&O Tax is based on the Manufacturing - Other rate effective in 1994.

Note 15 - The Property Tax rate is for the City of Moscow Tax Code Area 1-00.

Note 16 - City of Pullman Tax Code 13.

Note 17 - Source is the Idaho State Tax Commission

Note 18 - Source is the Washington State Department of Revenue

Note 19 - Maximum tax rate is 8.2%. Employees are assumed to pay a lesser rate of 6.1%.

# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Business Services, Except Advertising

Assumptions	Rate/Amount	Amount	
Sales (Note 1)		1,855,000	
In-State Sales % (Note 2)	100%		
Out of State Sales % (Note 3)	0%		
Cost of Goods Sold (Note 4)	0.0%	-	
Gross Profit		1,855,000	
Employee Wages (Note 5)	20 employees @ \$30,000	600,000	1,920 hrs/yr/employee
Owner's Wages (Note 6)	6.2%	115,010	
Other Operating Costs (Note 7)	48.8%	905,240	
Total Operating Costs		1,620,250	
Net Profit		234,750	

State Corporate Income Tax	Idaho	Washington
Moscow, Idaho (Note 8)	8.0%	18,780
Pullman, Washington	0.0%	-

Owner's Income Tax	Idaho	Washington
Moscow, Idaho (Note 9)	7.8%	8,924
Pullman, Washington	0.0%	-

Industrial Insurance	Idaho	Washington
Moscow, Idaho (Note 10)	\$ .49 per \$100 of payroll	2,940
Pullman, Washington (Note 11)	\$ .0906 per hour of labor	3,479

State Unemployment	Idaho	Washington
Moscow, Idaho (Note 12)	2.1%	6,300
Pullman, Washington (Note 13)	2.5%	9,700

B&O Tax	Idaho	Washington
Moscow, Idaho	0.0%	-
Pullman, Washington (Note 14)	2.5%	46,375

Total Tax	Idaho	Washington
	36,944	59,554

Sales Tax Paid by Customers	Idaho	Washington
Moscow, Idaho (Note 15)	0.0%	-
Pullman, Washington (Note 16)	0.0%	-

Income Tax for each employee	Idaho	Washington
Moscow, Idaho (Note 17)	6.1%	1,830
Pullman, Washington	0.0%	-

- Note 1 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7389, Business Services, Except Advertising
- Note 2 - Assumption of in-state sales will vary to demonstrate the impact of B&O taxes.
- Note 3 - Assumptions of out of state sales will vary to demonstrate the impact of B&O taxes.
- Note 4 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7389, Business Services, Except Advertising
- Note 5 - Employee wages are estimated at \$14.50 per hour. 1,920 hours is the State of Washington's estimate of full time hours after vacation, sick time and holidays.
- Note 6 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7389, Business Services, Except Advertising
- Note 7 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7389, Business Services, Except Advertising
- Note 8 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission
- Note 9 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission
- Note 10 - This is the Idaho Business Service (Accountant) rate of \$.49 per \$100 of payroll.
- Note 11 - Source is the Washington State Department of Labor and Industries, class 5301, Accounting Firms
- Note 12 - 2.1% on the first \$20,400 per employee.
- Note 13 - 2.5% on the first \$19,900 per employee.
- Note 14 - B&O Tax is based on the Selected Business Services rate effective in 1994.
- Note 15 - Source is the Idaho State Tax Commission
- Note 16 - Source is the Washington State Department of Revenue
- Note 17 - Maximum tax rate is 8.2%. Employees are assumed to pay a lesser rate of 6.1%.

## Moscow, Idaho and Pullman, Washington Tax Comparisons

### Tax Comparison for Grocery Stores

Assumptions	Rate/Amount	Amount	
Sales (Note 1)		13,895,000	
In-State Sales % (Note 2)	100%		
Out of State Sales % (Note 3)	0%		
Cost of Goods Sold (Note 4)	78.6%	10,921,470	
Gross Profit		2,973,530	
Employee Wages (Note 5)	30 employees @ \$20,000	600,000	1,920 hrs/yr/employee
Owner's Wages (Note 6)	1.3%	180,635	
Other Operating Costs (Note 7)	14.4%	2,000,880	
Total Operating Costs		2,781,515	
Net Profit		192,015	
Property Market Value		2,000,000	
<b>Corporate Income Tax</b>			
Moscow, Idaho (Note 8)	8.0%	15,361	Idaho
Pullman, Washington (Note 9)	0.0%		Washington
<b>Owner's Income Tax</b>			
Moscow, Idaho (Note 9)	7.8%	14,305	Idaho
Pullman, Washington (Note 10)	0.0%		Washington
<b>Industrial Insurance</b>			
Moscow, Idaho (Note 10)	\$4.02 per \$100 of payroll	24,120	Idaho
Pullman, Washington (Note 11)	\$5.0149 per hour of labor	29,658	Washington
<b>State Unemployment</b>			
Moscow, Idaho (Note 12)	2.1%	12,600	Idaho
Pullman, Washington (Note 13)	2.5%	14,550	Washington
<b>B&amp;O Tax</b>			
Moscow, Idaho (Note 14)	0.0%		Idaho
Pullman, Washington (Note 14)	0.471%	65,445	Washington
<b>Property Tax</b>			
Moscow, Idaho (Note 15)	0.024981995	49,984	Idaho
Pullman, Washington (Note 16)	0.0153904	30,780	Washington
<b>Total Tax</b>		<b>116,370</b>	<b>140,434</b>
<b>Sales Tax Paid by Customers</b>			
Moscow, Idaho (Note 17)	5.0%	694,750	Idaho
Pullman, Washington (Note 18)	0.0%		Washington
<b>Income Tax for each employee</b>			
Moscow, Idaho (Note 19)	6.1%	1,220	Idaho
Pullman, Washington	0.0%		Washington

Note 1 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5410, Grocery Stores

Note 2 - Assumption of in-state sales will vary to demonstrate the impact of B&O taxes.

Note 3 - Assumptions of out of state sales will vary to demonstrate the impact of B&O taxes.

Note 4 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5410, Grocery Stores

Note 5 - Employee wages are estimated at \$10.00 per hour. 1,920 hours is the State of Washington's estimate of full time hours after vacation, sick time and holidays.

Note 6 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5410, Grocery Stores

Note 7 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5410, Grocery Stores

Note 8 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 9 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 10 - This is the Idaho Grocery Store rate of \$4.02 per \$100 of payroll.

Note 11 - Source is the Washington State Department of Labor and Industries, class 6402, Supermarkets

Note 12 - 2.1% on the first \$20,400 per employee.

Note 13 - 2.5% on the first \$19,900 per employee

Note 14 - B&O Tax is based on the retailing rate effective in 1994.

Note 15 - The Property Tax rate is for the City of Moscow Tax Code Area 1-00.

Note 16 - City of Pullman Tax Code 13.

Note 17 - Source is the Idaho State Tax Commission

Note 18 - Source is the Washington State Department of Revenue

Note 19 - Maximum tax rate is 8.2%. Employees are assumed to pay a lesser rate of 6.1%.

# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Drug Stores

Assumptions	Rate/Amount	Amount	
Sales (Note 1)		6,719,000	
Prescription % (Note 2)	30%		
Non-prescription % (Note 3)	70%		
Cost of Goods Sold (Note 4)	71.6%	4,810,804	
Gross Profit		1,908,196	
Employee Wages (Note 5)	15 employees @ \$20,000	300,000	1,920 hrs/yr/employee
Owner's Wages (Note 6)	5.4%	362,826	
Other Operating Costs (Note 7)	15.2%	1,021,288	
Total Operating Costs		1,684,114	
Net Profit		224,082	
Property Market Value		1,500,000	

Corporate Income Tax	Idaho	Washington
Moscow, Idaho (Note 8)	0.0%	17,927
Pullman, Washington (Note 9)	0.0%	

Owner's Income Tax	Idaho	Washington
Moscow, Idaho (Note 9)	0.1%	29,245
Pullman, Washington (Note 10)	0.0%	

Industrial Insurance	Idaho	Washington
Moscow, Idaho (Note 10)	\$2.44 per \$100 of payroll	7,320
Pullman, Washington (Note 11)	\$3.4849 per hour of labor	5,325

State Unemployment	Idaho	Washington
Moscow, Idaho (Note 12)	2.1%	6,300
Pullman, Washington (Note 13)	2.5%	7,075

B&O Tax	Idaho	Washington
Moscow, Idaho (Note 14)	0.0%	
Pullman, Washington (Note 14)	0.471%	31,648

Property Tax	Idaho	Washington
Moscow, Idaho (Note 15)	0.024991895	37,468
Pullman, Washington (Note 16)	0.0153901	23,085

Total Tax	Idaho	Washington
	98,280	67,332

Sales Tax Paid by Customers	Idaho	Washington
Moscow, Idaho (Note 17)	5.0%	235,165
Pullman, Washington (Note 18)	7.5%	352,748

Income Tax for each employee	Idaho	Washington
Moscow, Idaho (Note 19)	6.1%	1,220
Pullman, Washington	0.0%	

- Note 1 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5912, Drug Stores
- Note 2 - Assumption the % of prescription sales is arbitrary to demonstrate sales tax impact.
- Note 3 - Assumption the % of non-prescription sales is arbitrary to demonstrate sales tax impact.
- Note 4 - Source is Annual Statement Studies, SIC 5912, Drug Stores
- Note 5 - Employee wages are estimated at \$10.00 per hour. 1,920 hours is the State of Washington's estimate of full time hours after vacation, sick time and holidays.
- Note 6 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5912, Drug Stores
- Note 7 - Source is Almanac of Business and Industrial Financial Ratios, SIC 5912, Drug Stores
- Note 8 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission
- Note 9 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission
- Note 10 - This is the Idaho Drug Store rate of \$2.44 per \$100 of payroll.
- Note 11 - Source is the Washington State Department of Labor and Industries, class 6406, Retail Stores NOC.
- Note 12 - 2.1% on the first \$20,400 per employee.
- Note 13 - 2.5% on the first \$19,900 per employee.
- Note 14 - B&O Tax is based on the retailing rate effective in 1994.
- Note 15 - The Property Tax rate is for the City of Moscow Tax Code Area 1-00.
- Note 16 - City of Pullman Tax Code 13.
- Note 17 - Source is the Idaho State Tax Commission
- Note 18 - Source is the Washington State Department of Revenue
- Note 19 - Maximum tax rate is 8.2%. Employees are assumed to pay a lesser rate of 6.1%.



# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Hotels and Other Lodging Places

Assumptions	Rate/Amount	Amount	
Sales (Note 1)		1,864,000	
In-State Sales % (Note 2)	100%		
Out of State Sales % (Note 3)	0%		
Cost of Goods Sold (Note 4)	27.6%	514,464	
Gross Profit		1,349,536	
Employee Wages (Note 5)	10 employees @ \$15,000	150,000	1,920 hrs/yr/employee
Owner's Wages (Note 6)	4.8%	89,472	
Other Operating Costs (Note 7)	44.1%	822,024	
Total Operating Costs		1,061,496	
Net Profit		288,040	
Property Market Value		3,000,000	
<b>Corporate Income Tax</b>			
			Idaho Washington
Moscow, Idaho (Note 8)	8.0%	23,043	
Pullman, Washington (Note 9)	0.0%		
<b>Owner's Income Tax</b>			
Moscow, Idaho (Note 8)	7.6%	6,830	
Pullman, Washington (Note 9)	0.0%		
<b>Industrial Insurance</b>			
Moscow, Idaho (Note 10)	\$7.88 per \$100 of payroll	11,820	
Pullman, Washington (Note 11)	\$5.531 per hour of labor	10,620	
<b>State Unemployment</b>			
Moscow, Idaho (Note 12)	2.1%	3,350	
Pullman, Washington (Note 13)	2.5%	6,750	
<b>B&amp;O Tax</b>			
Moscow, Idaho	0.0%		
Pullman, Washington (Note 14)	2.13%	39,703	
<b>Property Tax</b>			
Moscow, Idaho (Note 15)	0.024991995	74,976	
Pullman, Washington (Note 16)	0.0153901	46,170	
<b>Total Tax</b>		119,819	100,243
<b>Sales Tax Paid by Customers</b>			
Moscow, Idaho (Note 17)	7.0%	130,480	
Pullman, Washington (Note 18)	7.5%	139,800	
<b>Income Tax for each employee</b>			
Moscow, Idaho (Note 19)	2.0%	300	
Pullman, Washington	0.0%		

Note 1 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7000, Hotels and Other Lodging Places

Note 2 - Assumption of in-state sales will vary to demonstrate the impact of B&O taxes.

Note 3 - Assumptions of out of state sales will vary to demonstrate the impact of B&O taxes.

Note 4 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7000, Hotels and Other Lodging Places

Note 5 - Employee wages are estimated at \$10.00 per hour. 1,920 hours is the State of Washington's estimate of full time hours after vacation, sick time and holidays.

Note 6 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7000, Hotels and Other Lodging Places

Note 7 - Source is Almanac of Business and Industrial Financial Ratios, SIC 7000, Hotels and Other Lodging Places

Note 8 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 9 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 10 - This is the Idaho Hotel rate of \$7.88 per \$100 of payroll

Note 11 - Source is the Washington State Department of Labor and Industries, class 4905, Motels

Note 12 - 2.1% on the first \$20,400 per employee.

Note 13 - 2.5% on the first \$19,900 per employee.

Note 14 - B&O Tax is based on the Service & Other Activities rate effective in 1994.

Note 15 - The Property Tax rate is for the City of Moscow Tax Code Area 1-00.

Note 16 - City of Pullman Tax Code 13.

Note 17 - Source is the Idaho State Tax Commission

Note 18 - Source is the Washington State Department of Revenue

Note 19 - Maximum tax rate is 8.2%. Employees are assumed to pay a lesser rate of 2.0%.

## Moscow, Idaho and Pullman, Washington Tax Comparisons

### Tax Comparison for Real Estate Operators and Lessors of Buildings

Assumptions	Rate/Amount	Amount	
Sales (Note 1)		1,932,000	
In-State Sales % (Note 2)	100%		
Out of State Sales % (Note 3)	0%		
Cost of Goods Sold (Note 4)	14.4%	278,208	
Gross Profit		1,653,792	
Employee Wages (Note 5)	3 employees @ \$25,000	75,000	1,920 hrs/yr/employee
Owner's Wages (Note 6)	5.3%	102,396	
Other Operating Costs (Note 7)	41.6%	803,712	
Total Operating Costs		981,108	
Net Profit		672,684	
Property Market Value		2,500,000	
<b>Corporate Income Tax</b>			
Moscow, Idaho (Note 8)	8.0%	53,815	
Pullman, Washington	0.0%		
<b>Owner's Income Tax</b>			
Moscow, Idaho (Note 9)	7.7%	7,889	
Pullman, Washington	0.0%		
<b>Industrial Insurance</b>			
Moscow, Idaho (Note 10)	\$5.82 per \$100 of payroll	690	
Pullman, Washington (Note 11)	\$ 1266 per hour of labor	729	
<b>State Unemployment</b>			
Moscow, Idaho (Note 12)	2.1%	5,250	
Pullman, Washington (Note 13)	2.5%	4,455	
<b>B&amp;O Tax</b>			
Moscow, Idaho	0.0%		
Pullman, Washington (Note 14)	2.13%	41,152	
<b>Property Tax</b>			
Moscow, Idaho (Note 15)	0.024991895	62,480	
Pullman, Washington (Note 16)	0.0153901	38,475	
<b>Total Tax</b>		<b>130,124</b>	<b>81,811</b>
<b>Sales Tax Paid by Customers</b>			
Moscow, Idaho (Note 17)	0.0%	-	
Pullman, Washington (Note 18)	0.0%	-	
<b>Income Tax for each employee</b>			
Moscow, Idaho (Note 19)	6.1%	1,525	
Pullman, Washington	0.0%	-	

Note 1 - Source is Almanac of Business and Industrial Financial Ratios, SIC 6511, Real Estate Operators and Lessors of Buildings

Note 2 - Assumption of in-state sales will vary to demonstrate the impact of B&O taxes.

Note 3 - Assumptions of out of state sales will vary to demonstrate the impact of B&O taxes.

Note 4 - Source is Almanac of Business and Industrial Financial Ratios, SIC 6511, Real Estate Operators and Lessors of Buildings

Note 5 - Employee wages are estimated at \$12.00 per hour. 1,920 hours is the State of Washington's estimate of full time hours after vacation, sick time and holidays.

Note 6 - Source is Almanac of Business and Industrial Financial Ratios, SIC 6511, Real Estate Operators and Lessors of Buildings

Note 7 - Source is Almanac of Business and Industrial Financial Ratios, SIC 6511, Real Estate Operators and Lessors of Buildings

Note 8 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 9 - Assumes a maximum tax rate. Source is the Idaho State Tax Commission

Note 10 - This is the Idaho Realtor rate of \$ per \$100 of payroll.

Note 11 - Source is the Washington State Department of Labor and Industries, class 7202, Real Estate Agencies

Note 12 - 2.1% on the first \$20,400 per employee.

Note 13 - 2.5% on the first \$19,900 per employee.

Note 14 - B&O Tax is based on the Service & Other Activities rate effective in 1994.

Note 15 - The Property Tax rate is for the City of Moscow Tax Code Area 1-00.

Note 16 - City of Pullman Tax Code 13.

Note 17 - Source is the Idaho State Tax Commission

Note 18 - Source is the Washington State Department of Revenue

Note 19 - Maximum tax rate is 8.2%. Employees are assumed to pay a lesser rate of 6.1%.

# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Resident Home Owners

Assumptions	Rate/Amount	Amount
Annual Income		150,000
Taxable Income		110,000
Food Expenditures		5,000
Consumer Goods Expenditures		40,000
Home Value		250,000

State Income Tax	Idaho	Washington
Moscow, Idaho (Note 1)	7.7%	8,513
Pullman, Washington		

Annual Sales Taxes		
Moscow, Idaho (Note 2)	5.0%	2,250
Pullman, Washington (Note 3)	7.5%	3,000

Property Taxes		
Moscow, Idaho (Note 4)	0.024991995	6,248
Pullman, Washington (Note 5)	0.015390100	3,848

Total Tax	17,011	6,848
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Note 1: Tax is determined from the 1993 Tax Table, Form 40, Married filing jointly.

Note 2: Source is the Idaho State Tax Commission

Note 3: Source is the Washington State Department of Revenue

Note 4: City of Moscow Tax Code Area 1-00

Note 5: City of Pullman Tax Code Area 13

# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Resident Home Owners

Assumptions	Rate/Amount	Amount
Annual Income		60,000
Taxable Income		35,000
Food Expenditures		4,800
Consumer Goods Expenditures		20,000
Home Value		120,000

<i>State Income Tax</i>		Idaho	Washington
Moscow, Idaho (Note 1)	6.8%	2,383	
Pullman, Washington			

<i>Annual Sales Taxes</i>			
Moscow, Idaho (Note 2)	5.0%	1,240	
Pullman, Washington (Note 3)	7.5%		1,500

<i>Property Taxes</i>			
Moscow, Idaho (Note 4)	0.024991995	2,999	
Pullman, Washington (Note 5)	0.015390100		1,847

Total Tax		6,622	3,347
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Note 1: Tax is determined from the 1993 Tax Table, Form 40, Married filing jointly.

Note 2: Source is the Idaho State Tax Commission

Note 3: Source is the Washington State Department of Revenue

Note 4: City of Moscow Tax Code Area 1-00

Note 5: City of Pullman Tax Code Area 13

# Moscow, Idaho and Pullman, Washington Tax Comparisons

## Tax Comparison for Resident Home Owners

Assumptions	Rate/Amount	Amount
Annual Income		30,000
Taxable Income		18,000
Food Expenditures		4,000
Consumer Goods Expenditures		10,000
Home Value		80,000

State Income Tax		Idaho	Washington
Moscow, Idaho (Note 1)	5.9%	1,057	
Pullman, Washington			

Annual Sales Taxes			
Moscow, Idaho (Note 2)	5.0%	700	
Pullman, Washington (Note 3)	7.5%		750

Property Taxes			
Moscow, Idaho (Note 4)	0.024991995	1,999	
Pullman, Washington (Note 5)	0.015390100		1,231

Total Tax		3,756	1,981
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Note 1: Tax is determined from the 1993 Tax Table, Form 40, Married filing jointly.

Note 2: Source is the Idaho State Tax Commission

Note 3: Source is the Washington State Department of Revenue

Note 4: City of Moscow Tax Code Area 1-00

Note 5: City of Pullman Tax Code Area 13

# Appendix D

## Revenue Allocation Financing Feasibility Study

The City of Moscow, Idaho

# **Tax Allocation Financing Feasibility Study**

**for the  
Research and Technology  
Park**

Business Planning Consultants, Inc.  
(509) 928-0332

May, 1996

# CITY OF MOSCOW, IDAHO

## THE FEASIBILITY OF USING TAX ALLOCATION FINANCING FOR THE RESEARCH AND TECHNOLOGY PARK

### ASSUMPTIONS

#### PROJECT SITE

The project site encompasses an 16.25 acre area adjacent to Highway 8, across the road from the Eastside Marketplace and immediately east of the Tidyman's store. The site is divided into two phases with the first phase consisting of about 7.25 acres divided into 7 lots. One of the lots is dedicated to be used as the "Village Green" park. This provides 6 developable lots ranging in size from 30,000 sf to 43,800 sf. The percent of lot coverage for buildings is 30%.

#### TAX ALLOCATION DISTRICT ASSUMPTION

The tax allocation district includes the project site, Tidyman's, Parker Ford, the Eastside Marketplace, the commercial land on the block east of Blaine, the Les Schwab site, and the apartment and cemetery sites located adjacent to the Eastside Marketplace. This area has been chosen as the tax allocation district because it will be the area benefited by the improvements in infrastructure and the activity associated with development of the project site.

The table in Appendix A shows the tax parcels within the Tax Allocation District and the assumed 1995 assessed valuation. A map of the District is provided in Appendix D.

#### PROJECT GROWTH AND ABSORPTION

Industrial land and building absorption information has been obtained from the Moscow-Latah County Economic Development Council. The absorption rate assumptions take into account both current activity at the North Central Idaho Business and Technology Incubator and historical growth rates. It is assumed that the project will be prepared for building development in 1996. The following schedule shows the amount of square feet (by occupancy date) projected to be constructed during the first phase of the project.

**TABLE 1**  
**CUMULATIVE BUILDING AND LAND ABSORPTION**

	Building S.F.	Land Absorption	
		S.F.	Acres
1997	10,110	33,700	0.77
1998	21,600	72,000	1.65
1999	30,600	102,000	2.34
2000	39,600	132,000	3.03
2001	49,200	164,000	3.76
2002	62,340	207,800	4.77

Source: Business Planning Consultants, Inc.



## AREA COMMERCIAL GROWTH AND ABSORPTION

Estimates of commercial building development were prepared which include the commercial areas in the tax allocation districts. Please note that growth in the commercial areas is projected to occur with or without the project. However, it is likely that some commercial growth will occur due to the increased investment and activity on the site. This assumption is made to make the projection as conservative as possible. The following commercial building growth is assumed:

**TABLE 2**  
**COMMERCIAL DEVELOPMENT ASSUMPTIONS**

Parcel Number	Year	Bldg. S.F.	Assessed Value
M00300010090 A	1998	13,133	1,777,218
M00300010080 A	1999	15,138	2,130,478
M0030001007C A	2000	5,367	785,581
M05250000040 A	2001	23,333	3,551,750
Eastside Marketplace	2002	16,667	2,638,413
Eastside Marketplace	2003	16,667	2,743,981
Total		90,306	

Source: Business Planning Consultants, Inc.

## CONSTRUCTION COSTS AND INFLATION

### PROJECT INFRASTRUCTURE DEVELOPMENT

The first phase of the project will require infrastructure development of about \$523,000. The following table demonstrates the allocation of costs for each element of construction. Costs are assumed to occur in 1996.

**TABLE 3**  
**PROJECT INFRASTRUCTURE**

Roadway, water, sewer, sidewalks, lighting	280,000
Landscaping	120,000
Water Line Construction	30,000
Additional Sidewalks	25,000
Contingency @ 15%	68,250
Total	523,250

Source: Business Planning Consultants, Inc.

### INDUSTRIAL BUILDINGS

Building construction costs are estimated at \$100.00 per square foot for industrial buildings in 1995. Inflation is expected to increase this cost by 4% each year. By 1996 the cost of industrial construction is projected to be about \$104 and then \$108 by 1997 when the first building is completed.

### INDUSTRIAL INFRASTRUCTURE

Construction of on-site utilities, parking and landscaping is expected to cost about \$1.00 per square foot of site developed. Buildings are assumed to require a site 3 times the size of the building footprint.

## COMMERCIAL BUILDINGS

Commercial buildings are expected to cost \$120 per square foot in 1995 and increase at a cost of 4% each year to \$125 in 1996 and \$130 in 1997.

## COMMERCIAL INFRASTRUCTURE

Commercial infrastructure on the site is anticipated to cost about \$.10 per square foot of building space. Again, the cost is inflated 4% each year.

## ASSESSED VALUE PROJECTIONS OF THE TAX ALLOCATION DISTRICT

The assessed value of the Tax Allocation District includes several elements. First, existing development will appreciate. For our projections, an appreciation rate of 1% per year was used.

Second, new commercial growth will occur on vacant land. There are several commercial lots within the Tax Allocation District which are likely to be developed in the future. We have assumed that these lots will be developed. A schedule of these developments is provided in Appendix A.

Third, buildings will be constructed on the project site. Information about absorption of industrial space has been obtained from the Moscow-Latah County Economic Development Council.

Assessed value of the Tax Allocation District is shown in Appendix B and is summarized in the following table. The district would be formed in 1996 but the first assessment would occur in 1997.

**Table 4**  
**Tax Allocation District Assessed Value Projection**

	Baseline	Projected Growth	Total
1996	6,543,510	0	6,543,510
1997	6,608,945	1,017,740	7,626,685
1998	6,675,035	4,008,061	10,683,096
1999	6,741,785	7,158,550	13,900,335
2000	6,809,203	9,034,843	15,844,046
2005	7,156,541	21,543,763	28,700,303
2010	7,521,596	22,642,711	30,164,307
2015	7,905,273	24,035,694	32,020,020
2020	8,308,522	25,011,640	33,320,161

Source: Business Planning Consultants

## PROPERTY TAX LEVY RATES

Property tax rates have recently remained steady or, in some cases, have slightly decreased. Therefore, the property tax levy rate is assumed to remain stable for the term of the bond. This is a conservative estimate; an increase in tax levy rates will accelerate the pay back of the bonds.

**Table 5**  
**Property Tax Levy Rate Assumptions**  
**1996**

City of Moscow	0.005481475
<b>Latah County</b>	
Current Expense Fund	0.000932456
Charity and Indigent	0.000811163
Fair Fund	0.000067890
Health	0.000207050
Historical Sites	0.000034854
Hospital	0.000079349
Noxious Weed	0.000028927
Revaluation	0.000333435
Tort/Liability	0.000131234
Justice	0.001866764
Parks and Recreation	0.000043417
Latah Convalescent Center Bond	0.000235172
Total County	0.004771741
<b>Latah County Free Library</b>	0.000598368
<b>North Latah Highway District</b>	0.001504733
<b>Moscow Cemetery District</b>	0.000181562
<b>School District 281</b>	
M&O	0.003916126
Override	0.007350431
Tort Claim	0.000179694
Bond	0.001007865
Total	0.012454116
<b>Total</b>	0.024991995

Source: Latah County Assessor and Business Planning Consultants

# FINDINGS

## BASILINE PROJECTION

The Baseline Projection demonstrates the tax revenues which would be obtained from the Tax Allocation District properties assuming there would be no project and no creation of the Tax Allocation District. Growth for the Baseline Projection is assumed the be the same for all properties off the project site as for the project scenario. The major difference in growth assumptions is that the project site is assumed not to be developed and no investment in the property is made during the projection period. A detailed Baseline Projection can be found in Appendix B.

**Table 6**  
**Projection of Baseline Revenues from the Tax Allocation District**  
**1995 to 2020**

	1995	1996	1997	1998	1999	2000
City of Moscow	38,771	39,159	39,551	39,946	40,346	40,749
Latah County	33,751	34,089	34,430	34,774	35,122	35,473
Latah County Free Library	4,232	4,275	4,317	4,361	4,404	4,448
North Latah Highway District	10,643	10,750	10,857	10,966	11,075	11,186
Moscow Cemetery District	1,284	1,297	1,310	1,323	1,336	1,350
School District 281	88,090	88,971	89,860	90,759	91,667	92,583
<b>Total</b>	<b>176,772</b>	<b>178,540</b>	<b>180,325</b>	<b>182,129</b>	<b>183,950</b>	<b>185,789</b>
	2005	2010	2015	2020		
City of Moscow	42,828	45,012	47,308	49,722		
Latah County	37,282	39,184	41,183	43,284		
Latah County Free Library	4,675	4,914	5,164	5,428		
North Latah Highway District	11,757	12,356	12,987	13,649		
Moscow Cemetery District	1,419	1,491	1,567	1,647		
School District 281	97,306	102,270	107,486	112,969		
<b>Total</b>	<b>195,266</b>	<b>205,227</b>	<b>215,696</b>	<b>226,698</b>		

Source: Business Planning Consultants

## PROJECTION OF TAX ALLOCATION DISTRICT REVENUES

The following projections have been prepared for each of the taxing districts with jurisdiction in the Tax Allocation Area. The projections are summarized with a comparison between revenue generated as a result of the project and the baseline. Thus, it demonstrates the difference in revenues with and without the project. Detail projections are provided in Appendix C.

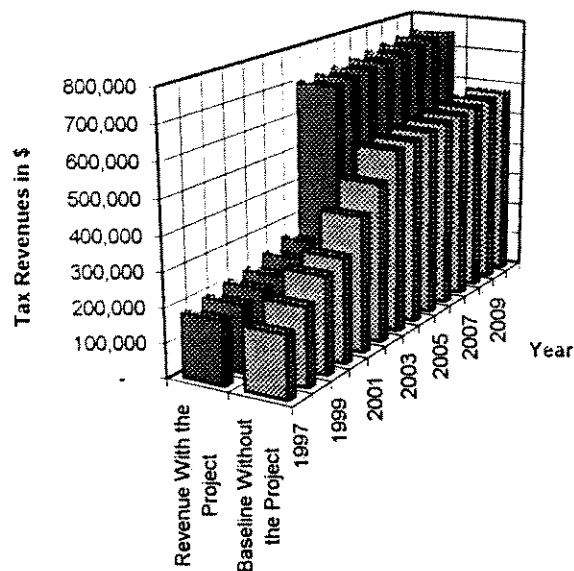
## TOTAL TAX ALLOCATION DISTRICT REVENUES

Revenues collected from the Tax Allocation District are used for the following purposes:

- First, to provide revenue to the taxing districts at the level of assessed valuation when the Tax Allocation District was formed. For this projection, this is assumed to be 1996;
- Second, to pay additional tax revenues to the School District, according to the Tax Allocation law;
- Third, to pay back the bonds for the Tax Allocation Project; and then
- Fourth, if there are any excess revenues, to pay those revenues back to the various taxing districts. This occurs in the year 2003 in this projection. In that year, tax revenue generation is in excess of that required to pay the base level of taxes to the districts, the school district increase and the final payment on the bonds. The excess revenues are distributed to the taxing districts on a pro-rated basis according to their proportion of total tax revenue collected.

After the bonds have been paid, all revenue from the Tax Allocation District is distributed to the taxing districts according to the normal distribution formula. The following chart shows the total revenue collected with the project and what the "baseline" revenue would have been if there had been no Tax Allocation project. By the year 2010, cumulative revenues obtained by the taxing districts is projected to be about \$800,000 more than if the project had not been built. However, less revenue would accrue to the taxing districts through the year 2005 if growth outside the project is the same as with the project.

**Chart 1**  
**Projected Baseline and Tax Allocation Revenues**  
**for the**  
**Entire Tax Allocation District**  
**Moscow, Idaho**  
**1997-2010**

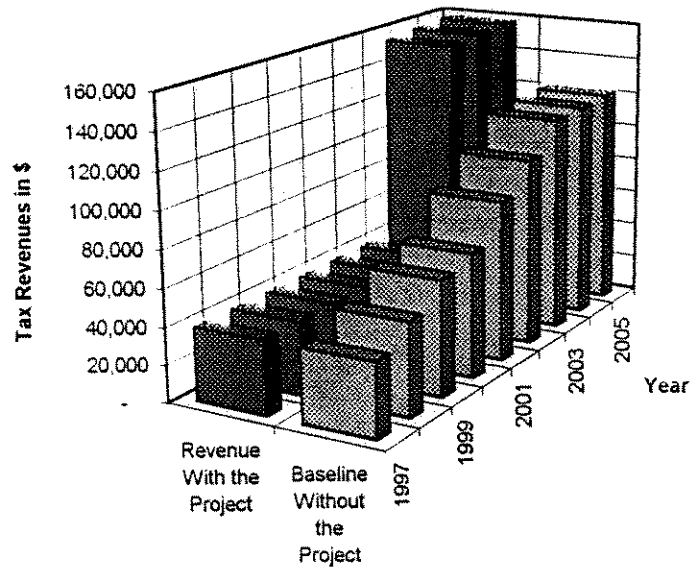


Source: Business Planning Consultants

## CITY OF MOSCOW

The City of Moscow's revenue trend is very similar to the overall district. The following chart shows the projected revenue for the City of Moscow.

**Chart 2**  
**Projected Baseline and Tax Allocation Revenues**  
**for the**  
**City of Moscow, Idaho**  
**1997-2005**



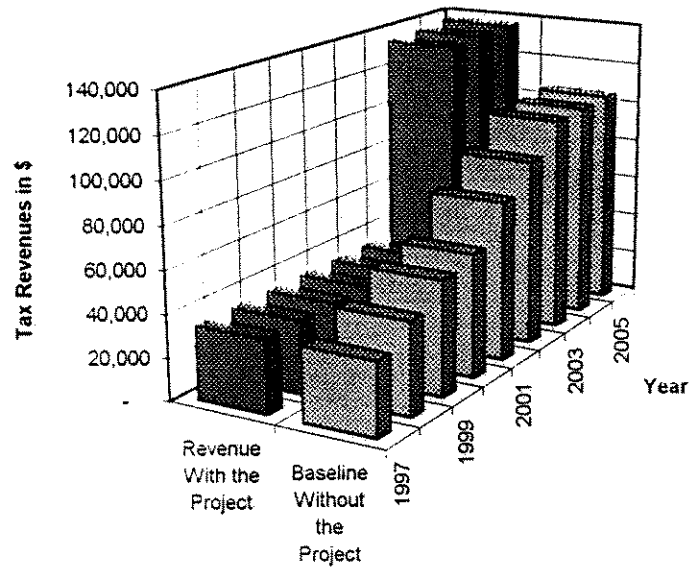
Source: Business Planning Consultants

During the bond pay back period, the City of Moscow would receive tax revenue in the amount of \$63,000 in 2002 but would then receive about \$35,000 more each year thereafter. By 2020, the City of Moscow would have received about \$532,000 more in tax revenue with the project than without.

## LATAH COUNTY

Latah County has many individual taxing purposes. The detail for each taxing activity is provided in Appendix C. For this overview, only the total Latah County revenues will be used.

**Chart 3**  
**Projected Baseline and Tax Allocation Revenues**  
**for**  
**Latah County, Idaho**  
**1997-2005**



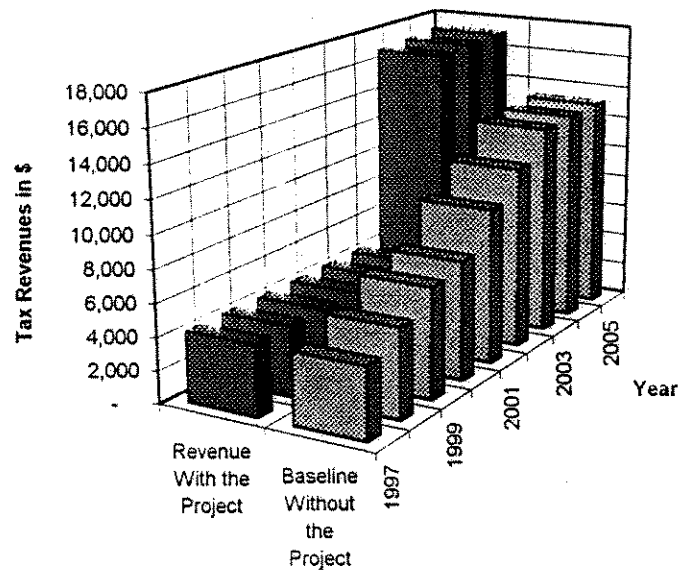
Source: Business Planning Consultants

As with the other taxing entities, Latah County would receive less revenue than would otherwise be received during the pay back period of the bonds. However, cumulative revenue increases with the project are about \$483,000 by the year 2020.

## LATAH COUNTY FREE LIBRARY

The Latah County Free Library would receive about \$13,000 more revenue by the year 2010 than it would receive if the project was not constructed. The amount compounds each year and by the year 2020, cumulative revenues are in excess of \$58,000 and annual revenues are \$4,600 greater. However, during the time when the bonds are being paid, the Library would receive less revenue. The next year, 2003, after payment of the bond, the Library would receive about \$3,900 more than it would otherwise get.

**Chart 4**  
**Projected Baseline and Tax Allocation Revenues**  
**for the**  
**Latah County Free Library**  
**1997-2005**



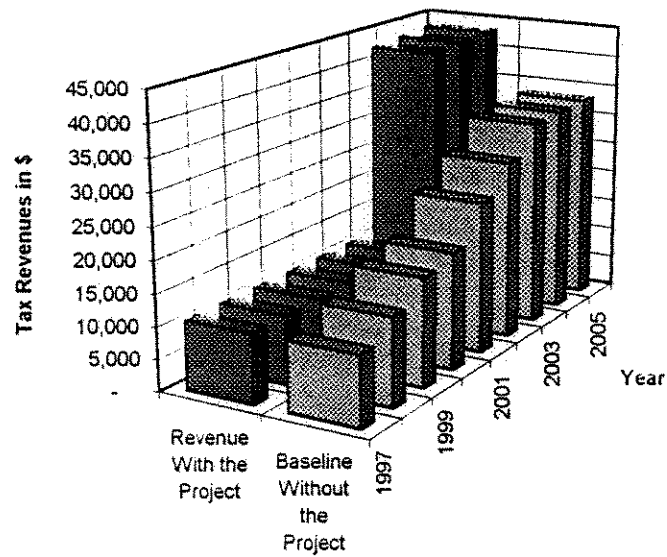
Source: Business Planning Consultants



## NORTH LATAH HIGHWAY DISTRICT

The North Latah Highway District will increase its revenue by about \$34,000 by the year 2010 and \$148,000 by 2020 with the project. Again, revenue would not grow during the term of bond repayment.

**Chart 5**  
**Projected Baseline and Tax Allocation Revenues**  
**for the**  
**North Latah Highway District**  
**1997-2005**

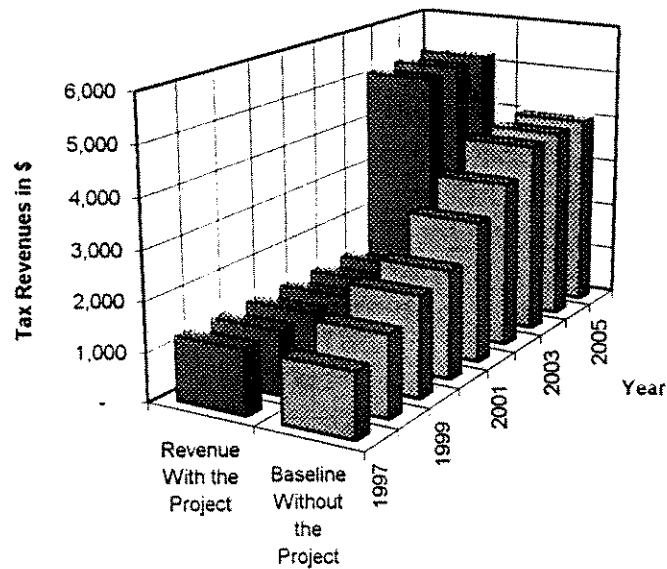


Source: Business Planning Consultants

## MOSCOW CEMETERY DISTRICT

The Moscow Cemetery District increases its revenue by \$4,000 by the year 2010 as a result of the project. During the bond payback period revenue would not grow. After 2003, when the bonds are retired, the district receives an increase in revenue each year.

**Chart 6**  
**Projected Baseline and Tax Allocation Revenues**  
**for the**  
**Moscow Cemetery District**  
**1997-2005**

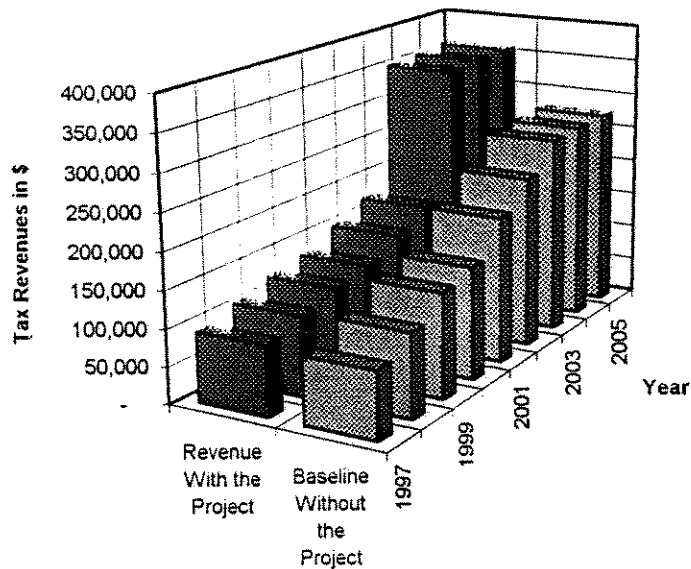


Source: Business Planning Consultants

## SCHOOL DISTRICT 281

Tax Allocation financing distributes 36% of annual increases in revenues to school districts during the bond pay back period. Therefore, school districts receive more tax revenues during the bond pay back period than other districts. For School District 281, these retained tax revenues are about \$83,000 in 2002. By the year 2010, School District 281 will have received about \$530,000 more in tax revenue as a result of the project than it would otherwise have received.

**Chart 7**  
**Projected Baseline and Tax Allocation Revenues**  
**for**  
**School District 281**  
**1997-2005**



Source: Business Planning Consultants

- Appendix A. Tax Allocation District Assessed Value Assumptions, 1995
- Appendix B. Baseline Projection of Tax Revenues, 1995 to 2020
- Appendix C. Detailed Tax Allocation District Revenue Projections, 1995 to 2020
- Appendix D. Tax Allocation District Map

**APPENDIX A. TAX ALLOCATION DISTRICT ASSESSED VALUE ASSUMPTIONS, 1995**

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Tax Allocation Area Assessed Value (Exclusive of the Project Site)									
Parcel Number	Code Area	Owner	Address	Category 3	----- Value -----				
					20	21	41	42	51
									Total
M00000176000 A	0 1-00	Thompson Family LTD Partnership	17516 E. Appleway, Greenacres, WA 99016	24,316	-	-	-	-	24,316
M00000176100 A	0 1-00	Thompson Family LTD Partnership	17515 E. Appleway, Greenacres, WA 99016	-	-	-	-	-	329,300
M00000177360 A	0 1-00	Eastside Marketplace	1420 S. Blaine	-	-	329,300	-	-	329,300
M00300010060 A	0 1-00	Leonard Roff	12040 Brighton, Hayden Lake, ID 83835	-	-	902,300	-	1,604,640	2,506,940
M0030001003A A	0 1-00	Eugene Thompson	915 White Ave	-	-	192,200	-	337,057	529,257
M0030001001A A	0 1-00	Thompson Et Al, Inc	41 E 100 S, PO Box 30066, Salt Lake City, UT 84130	-	-	104,600	-	353,346	457,946
M0030001007B A	0 1-00	Reynold's Dodge, Inc	418 12th St, Clarkston, WA 99403	-	-	68,200	-	365,652	433,852
M0030001007C A	0 1-00	Reynold's Dodge, Inc	945 N. Grant	-	-	133,500	-	122,400	265,900
M0030001007D A	0 1-00	Patrick Dollar	863 White Ave	-	-	23,400	-	16,110	39,510
M00300010080 A	0 1-00	Eugene Thompson	McDonald's 1404 Pullman Rd	-	-	86,300	-	-	86,300
M00300010090 A	0 1-00	Eugene Thompson	PO Box 11683, Spokane, WA 99211	-	-	92,600	-	-	92,600
M05250000010 A	0 1-00	Les Schwab	PO Box 667, Pinnville, OR 97754	-	-	83,600	-	-	83,600
M05250000020 A	0 1-00	Les Schwab	PO Box 667, Pinnville, OR 97755	-	-	95,900	-	318,100	414,000
M05250000030 A	0 1-00	Mountain View Villa Apts	PO Box 306, Lewiston, ID 83501	-	-	142,700	-	854,600	997,300
M05250000040 A	0 1-00	Frank Rima	SW 400 Mountain View Dr., Pullman, WA 99163	-	-	49,300	-	-	49,300
M05250000050 A	0 1-00	City of Moscow	PO Box 539, Kelso, WA 98626	-	-	135,100	-	-	135,100
M00000177660 A	0 1-00	Sunset Hills Memorial Gardens		0	-	-	-	-	-
Total					-	2,482,500	-	3,971,905	6,478,723

Projection of Tax Allocation Area Assessed Value (With NO Development of the Project Site)

Parcel Number	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
M00000176000 A	24,318	24,561	24,807	25,055	25,305	25,558	25,814	26,072	26,333	26,596	26,862	27,131	27,402	27,676
M00000176100 A	329,300	332,593	335,919	339,278	342,671	346,098	349,559	353,054	356,585	360,151	363,752	367,390	371,063	374,774
M00000177360 A	2,506,940	2,532,008	2,557,329	2,582,903	2,608,872	2,634,819	2,661,167	2,687,779	2,714,657	2,741,803	2,769,221	2,796,914	2,824,883	2,853,132
M00300010060 A	529,257	534,550	539,895	545,294	550,747	556,254	561,817	567,435	573,109	578,841	584,629	590,475	596,380	602,344
M00300010030 A	457,946	462,525	467,151	471,822	476,540	481,306	486,119	490,980	495,890	500,849	505,857	510,916	516,025	521,185
M00300010010 A	433,852	438,191	442,572	446,998	451,468	455,983	460,543	465,148	469,800	474,498	479,243	484,035	488,875	493,764
M00300010078 A	255,900	258,459	261,044	263,654	266,291	268,953	271,643	274,359	277,103	279,874	282,673	285,500	288,355	291,238
M0030001007C A	43,500	43,935	44,374	44,818	45,266	45,719	46,176	46,638	47,104	47,575	48,051	48,532	49,017	49,507
M0030001007D A	39,510	39,905	40,304	40,707	41,114	41,525	41,941	42,360	42,784	43,212	43,644	44,080	44,521	44,966
M00300010080 A	86,300	87,163	88,035	88,908	89,784	90,702	91,609	92,525	93,451	94,385	95,328	96,282	97,245	98,217
M00300010080 A	92,600	93,526	94,461	95,405	96,360	97,324	98,297	99,280	100,273	101,275	102,288	103,311	104,344	105,387
M00300010080 A	83,600	84,436	85,280	86,133	86,984	87,864	88,743	89,631	90,527	91,432	92,346	93,270	94,203	95,145
M052500000010 A	414,000	418,140	422,321	426,545	430,810	435,118	439,469	443,864	448,303	452,786	457,314	461,887	466,506	471,171
M052500000020 A	997,300	1,007,273	1,017,346	1,027,519	1,037,794	1,048,172	1,058,654	1,069,241	1,079,933	1,090,732	1,101,640	1,112,656	1,123,783	1,135,020
M052500000040 A	49,300	49,793	50,291	50,794	51,302	51,815	52,333	52,856	53,385	53,919	54,458	55,002	55,552	56,108
M052500000050 A	-	-	-	-	-	-	-	-	-	-	-	-	-	-
M00000177660 A	135,100	136,451	137,816	139,194	140,586	141,991	143,411	144,845	146,294	147,757	149,234	150,727	152,234	153,756
Total	6,478,723	6,543,510	6,608,945	6,675,035	6,741,785	6,809,203	6,877,295	6,946,068	7,015,529	7,085,684	7,156,541	7,228,106	7,300,387	7,373,391

Parcel Number	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
M00000176000 A	27,953	28,232	28,515	28,800	29,088	29,379	29,673	29,969	30,269	30,572	30,877	31,186
M00000176100 A	378,522	382,307	386,130	389,981	393,891	397,830	401,809	405,827	409,885	413,984	418,124	422,305
M00000177360 A	2,881,663	2,910,480	2,939,584	2,968,980	2,998,670	3,028,657	3,058,943	3,089,533	3,120,428	3,151,632	3,183,149	3,214,980
M00300010060 A	608,367	614,451	620,585	626,801	633,069	639,400	645,794	652,252	658,775	665,362	672,016	678,736
M00300010030 A	526,387	531,661	536,976	542,347	547,771	553,249	558,781	564,369	570,013	575,713	581,470	587,285
M00300010010 A	498,702	503,689	508,726	513,813	518,951	524,140	529,382	534,676	540,022	545,423	550,877	556,386
M00300010078 A	294,150	297,092	300,063	303,064	306,094	309,155	312,247	315,369	318,523	321,708	324,925	328,174
M0030001007C A	50,002	50,502	51,007	51,517	52,032	52,553	53,078	53,609	54,145	54,687	55,233	55,786
M0030001007D A	45,416	45,870	46,329	46,792	47,260	47,732	48,210	48,692	49,179	49,671	50,167	50,669
M00300010080 A	99,200	100,192	101,194	102,205	103,228	104,260	105,302	106,355	107,419	108,493	109,578	110,674
M00300010080 A	106,441	107,406	108,381	109,367	110,363	111,371	112,380	113,399	114,419	115,451	116,484	117,527
M052500000010 A	98,083	97,067	96,078	95,098	94,128	93,166	92,213	91,269	90,334	89,408	88,491	87,573
M052500000020 A	475,862	480,841	485,848	490,892	495,905	500,957	506,129	510,210	515,312	520,465	525,670	530,927
M052500000030 A	1,146,371	1,157,834	1,169,413	1,181,107	1,192,918	1,204,847	1,216,896	1,229,064	1,241,355	1,253,769	1,266,306	1,278,969
M052500000040 A	56,669	57,236	57,808	58,386	58,970	59,560	60,155	60,757	61,364	61,978	62,598	63,224
M052500000050 A	-	-	-	-	-	-	-	-	-	-	-	-
M00000177660 A	155,294	156,847	158,415	160,000	161,600	163,216	164,848	166,496	168,161	169,843	171,541	173,257
Total	7,447,125	7,521,596	7,596,812	7,672,780	7,749,508	7,827,003	7,905,273	7,984,326	8,064,169	8,144,811	8,226,259	8,308,522

	1997	1998	1999	Absorption			
				2000	2001	2002	2003
<b>Commercial Property West of Blaine</b>							
M00300010090 A		13,133					
M00300010080 A			15,138				
M0030001007C A				5,367			
<b>Commercial Property East of Eastside Market</b>							
M05250000040 A					23,333		
<b>Eastside Market</b>							
New Store # 1						16,667	
New Store # 2							16,667





**On-Site Growth and Development**

**New Building Development**

**Phase 1**

Building 1	1,017,740	-	-	-	-	-	-
Building 2	-	1,202,926	-	-	-	-	-
Building 3	-	-	979,930	-	-	-	-
Building 4	-	-	-	1,019,127	-	-	-
Building 5	-	-	-	-	1,130,551	-	-
Building 6	-	-	-	-	-	1,609,340	-

## Tax Allocation District Assessed Value Projection, 1995 to 2020

	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
<b>Assessed Value</b>														
Baseline	6,478,723	6,543,510	6,608,945	6,675,035	6,741,785	6,809,203	6,877,295	6,946,068	7,015,529	7,085,684	7,156,541	7,228,106	7,300,387	7,373,391
Projected Growth	-	-	1,017,740	4,008,061	7,158,550	9,034,843	13,807,493	18,193,351	21,119,265	21,330,458	21,543,763	21,759,200	21,976,792	22,196,560
Total	<u>6,478,723</u>	<u>6,543,510</u>	<u>7,626,685</u>	<u>10,683,096</u>	<u>13,900,335</u>	<u>15,844,046</u>	<u>20,684,788</u>	<u>25,139,419</u>	<u>28,134,794</u>	<u>29,416,142</u>	<u>28,700,303</u>	<u>28,987,306</u>	<u>29,277,179</u>	<u>29,569,951</u>

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Assessed Value</b>												
Baseline	7,447,125	7,521,596	7,596,812	7,672,780	7,749,508	7,827,003	7,905,273	7,984,326	8,064,169	8,144,811	8,226,259	8,308,522
Projected Growth	22,418,526	22,642,711	22,869,138	23,097,830	23,328,808	23,562,096	23,797,717	24,035,694	24,276,051	24,518,811	24,764,000	25,011,640
Total	<u>29,865,651</u>	<u>30,164,307</u>	<u>30,465,950</u>	<u>30,770,610</u>	<u>31,078,316</u>	<u>31,389,099</u>	<u>31,702,990</u>	<u>32,020,020</u>	<u>32,340,220</u>	<u>32,663,622</u>	<u>32,980,259</u>	<u>33,320,161</u>

## APPENDIX B. BASELINE PROJECTION OF TAX REVENUES, 1995 TO 2020

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# Baseline Projection of Tax Revenues

Baseline Tax Revenue (Not Frozen at 1996 Levels)	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
City of Moscow	38,771	39,159	39,551	49,688	61,863	66,788	86,924	102,256	118,320	119,503	120,698	121,905	123,124	124,355	125,589
Latah County															
Current Expense Fund	6,595	6,651	6,728	8,452	10,524	11,361	14,787	17,395	20,127	20,329	20,532	20,737	20,945	21,154	21,366
Charity and Indigent	5,737	5,795	5,853	7,353	9,155	9,883	12,863	15,132	17,509	17,684	17,861	18,040	18,220	18,402	18,586
Fair Fund	480	485	490	615	766	827	1,077	1,266	1,465	1,480	1,495	1,510	1,525	1,540	1,556
Health	1,464	1,479	1,494	1,877	2,337	2,523	3,283	3,862	4,469	4,514	4,559	4,605	4,651	4,697	4,744
Historical Sites	247	249	251	316	393	425	553	650	752	760	767	775	783	791	799
Hospital	561	567	573	719	896	967	1,258	1,480	1,713	1,730	1,747	1,765	1,782	1,800	1,818
Noxious Weed	205	207	209	262	326	352	459	540	624	631	637	643	650	656	663
Revaluation	2,358	2,382	2,406	3,022	3,763	4,063	5,288	6,220	7,197	7,269	7,342	7,415	7,490	7,564	7,640
Tort/Liability	928	938	947	1,190	1,481	1,599	2,081	2,448	2,833	2,861	2,890	2,919	2,948	2,977	3,007
Justice	13,204	13,336	13,469	16,922	21,068	22,745	29,603	34,824	40,295	40,698	41,105	41,516	41,931	42,350	42,774
Parks and Recreation	307	310	313	394	490	529	689	810	938	947	957	966	976	986	996
Latah Convalescent Center Bond	1,663	1,680	1,697	2,132	2,654	2,865	3,729	4,387	5,076	5,127	5,178	5,230	5,282	5,335	5,389
Total County	33,751	34,089	34,430	43,254	53,853	58,140	75,670	89,016	103,000	104,030	105,070	106,121	107,182	108,254	109,337
Latah County Free Library	4,232	4,275	4,317	5,424	6,753	7,291	9,489	11,162	12,916	13,045	13,176	13,307	13,440	13,575	13,711
North Latah Highway District	10,643	10,750	10,857	13,640	16,982	18,334	23,862	28,071	32,480	32,805	33,133	33,464	33,799	34,137	34,478
Moscow Cemetery District	1,284	1,297	1,310	1,646	2,049	2,212	2,879	3,387	3,919	3,958	3,998	4,038	4,078	4,119	4,160
School District 281															
M&O	27,699	27,976	28,256	35,498	44,197	47,715	62,101	73,055	84,531	85,376	86,230	87,093	87,963	88,843	89,732
Override	51,991	52,511	53,036	66,629	82,956	89,560	116,562	137,121	158,662	160,249	161,851	163,470	165,104	166,755	168,423
Tort Claim	1,271	1,284	1,297	1,629	2,028	2,189	2,850	3,352	3,879	3,918	3,957	3,996	4,036	4,077	4,117
Bond	7,129	7,200	7,272	9,136	11,375	12,280	15,983	18,802	21,755	21,973	22,192	22,414	22,639	22,865	23,094
Total	88,080	88,971	89,860	112,893	140,555	151,744	197,495	232,330	268,827	271,515	274,230	276,973	279,743	282,540	285,365
Total	176,772	178,540	180,325	226,545	282,055	304,509	396,319	486,222	539,462	544,857	550,305	555,808	561,367	566,980	572,650

## Baseline Projection of Tax Revenues

Baseline Tax Revenue (Not Frozen at 1996 Levels)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
City of Moscow	126,855	128,123	129,405	130,699	132,006	133,326	134,659	136,006	137,366	138,739	140,127
Latah County											
Current Expense Fund	21,579	21,795	22,013	22,233	22,456	22,680	22,907	23,136	23,367	23,601	23,837
Charity and Indigent	18,772	18,960	19,150	19,341	19,535	19,730	19,927	20,126	20,328	20,531	20,736
Fair Fund	1,571	1,587	1,603	1,619	1,635	1,651	1,668	1,684	1,701	1,718	1,736
Health	4,792	4,840	4,888	4,937	4,986	5,036	5,086	5,137	5,189	5,241	5,293
Historical Sites	807	815	823	831	839	848	856	865	873	882	891
Hospital	1,836	1,855	1,873	1,892	1,911	1,930	1,949	1,969	1,988	2,008	2,028
Noxious Weed	669	676	683	690	697	704	711	718	725	732	739
Revaluation	7,717	7,784	7,872	7,950	8,030	8,110	8,191	8,273	8,356	8,439	8,524
Tort/Liability	3,037	3,067	3,098	3,129	3,160	3,192	3,224	3,256	3,289	3,322	3,355
Justice	43,202	43,634	44,070	44,511	44,956	45,405	45,859	46,318	46,781	47,249	47,721
Parks and Recreation	1,005	1,016	1,026	1,036	1,046	1,057	1,067	1,078	1,089	1,100	1,111
Latah Convalescent Center Bond	5,442	5,497	5,552	5,607	5,663	5,720	5,777	5,835	5,893	5,952	6,012
<b>Total County</b>	<b>110,430</b>	<b>111,534</b>	<b>112,650</b>	<b>113,776</b>	<b>114,914</b>	<b>116,063</b>	<b>117,224</b>	<b>118,386</b>	<b>119,560</b>	<b>120,776</b>	<b>121,983</b>
Latah County Free Library	13,848	13,986	14,126	14,267	14,410	14,554	14,700	14,847	14,995	15,145	15,296
North Latah Highway District	34,823	35,171	35,523	35,878	36,237	36,600	36,966	37,335	37,709	38,086	38,467
Moscow Cemetery District	4,202	4,244	4,286	4,329	4,372	4,416	4,460	4,505	4,550	4,595	4,641
School District 281											
M&O	90,629	91,535	92,450	93,375	94,309	95,252	96,204	97,166	98,138	99,119	100,111
Override	170,107	171,808	173,526	175,262	177,014	178,784	180,572	182,378	184,202	186,044	187,904
Tort Claim	4,159	4,200	4,242	4,285	4,327	4,371	4,414	4,459	4,503	4,548	4,594
Bond	23,324	23,558	23,793	24,031	24,272	24,514	24,759	25,007	25,257	25,510	25,765
<b>Total</b>	<b>288,219</b>	<b>291,101</b>	<b>294,012</b>	<b>296,952</b>	<b>299,922</b>	<b>302,921</b>	<b>305,950</b>	<b>309,010</b>	<b>312,100</b>	<b>315,221</b>	<b>318,373</b>
<b>Total</b>	<b>578,376</b>	<b>584,160</b>	<b>590,002</b>	<b>595,902</b>	<b>601,861</b>	<b>607,880</b>	<b>613,958</b>	<b>620,098</b>	<b>626,299</b>	<b>632,562</b>	<b>638,887</b>

**APPENDIX C. DETAILED TAX ALLOCATION DISTRICT REVENUE PROJECTIONS,  
1995 - 2020**

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**APPENDIX C. DETAILED TAX ALLOCATION DISTRICT REVENUE PROJECTIONS,  
1995 - 2020**

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# Tax Revenues Received by the Taxing Districts With the Tax Allocation Project

	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
<b>City of Moscow</b>	39,159	39,159	39,159	39,159	39,159	39,159	154,220	155,762	157,320	158,893	160,482	162,087	163,708
<b>Latah County</b>													
Current Expense Fund	6,661	6,661	6,661	6,661	6,661	6,661	26,234	26,497	26,762	27,029	27,300	27,573	27,848
Charity and Indigent	5,795	5,795	5,795	5,795	5,795	5,795	22,822	23,050	23,281	23,513	23,749	23,986	24,226
Fair Fund	485	485	485	485	485	485	1,910	1,929	1,948	1,968	1,988	2,008	2,028
Health	1,479	1,479	1,479	1,479	1,479	1,479	5,825	5,884	5,942	6,002	6,062	6,122	6,184
Historical Sites	249	249	249	249	249	249	981	990	1,000	1,010	1,020	1,031	1,041
Hospital	567	567	567	567	567	567	2,232	2,255	2,277	2,300	2,323	2,346	2,370
Noxious Weed	207	207	207	207	207	207	814	822	830	839	847	855	864
Revaluation	2,382	2,382	2,382	2,382	2,382	2,382	9,381	9,475	9,570	9,665	9,762	9,860	9,958
Tort/Liability	938	938	938	938	938	938	3,692	3,729	3,766	3,804	3,842	3,881	3,919
Justice	13,336	13,336	13,336	13,336	13,336	13,336	52,521	53,046	53,577	54,112	54,654	55,200	55,752
Parks and Recreation	310	310	310	310	310	310	1,222	1,235	1,247	1,259	1,272	1,285	1,298
Latah Convalescent Center Bo	1,680	1,680	1,680	1,680	1,680	1,680	6,617	6,683	6,750	6,817	6,885	6,954	7,024
<b>Total County</b>	<b>34,089</b>	<b>34,089</b>	<b>34,089</b>	<b>34,089</b>	<b>34,089</b>	<b>34,089</b>	<b>134,252</b>	<b>135,594</b>	<b>136,950</b>	<b>138,320</b>	<b>139,703</b>	<b>141,100</b>	<b>142,511</b>
<b>Latah County Free Library</b>	4,275	4,275	4,275	4,275	4,275	4,275	16,835	17,003	17,173	17,345	17,519	17,694	17,871
<b>North Latah Highway District</b>	10,750	10,750	10,750	10,750	10,750	10,750	42,335	42,759	43,186	43,618	44,054	44,495	44,940
<b>Moscow Cemetery District</b>	1,297	1,297	1,297	1,297	1,297	1,297	5,108	5,159	5,211	5,263	5,316	5,369	5,422
<b>School District 281</b>													
M&O	29,503	33,812	38,348	41,086	47,913	54,193	110,179	111,281	112,394	113,518	114,653	115,800	116,958
Override	55,377	63,465	71,978	77,121	89,931	101,718	206,803	208,871	210,960	213,069	215,200	217,352	219,525
Tort Claim	1,354	1,552	1,760	1,885	2,199	2,487	5,056	5,106	5,157	5,209	5,261	5,314	5,367
Bond	7,593	8,702	9,869	10,575	12,331	13,947	28,356	28,640	28,926	29,215	29,507	29,803	30,101
<b>Total</b>	<b>93,827</b>	<b>107,530</b>	<b>121,955</b>	<b>130,670</b>	<b>152,373</b>	<b>172,345</b>	<b>350,394</b>	<b>353,898</b>	<b>357,437</b>	<b>361,011</b>	<b>364,621</b>	<b>368,268</b>	<b>371,850</b>
<b>Total</b>	<b>183,396</b>	<b>197,100</b>	<b>211,524</b>	<b>220,239</b>	<b>241,942</b>	<b>261,914</b>	<b>703,145</b>	<b>710,176</b>	<b>717,278</b>	<b>724,451</b>	<b>731,695</b>	<b>739,012</b>	<b>746,402</b>

# Tax Revenues Received by the Taxing Districts With the Tax Allocation Project

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>City of Moscow</b>	165,345	166,998	168,668	170,355	172,059	173,779	175,517	177,272	179,045	180,835	182,644
<b>Latah County</b>											
Current Expense Fund	28,127	28,408	28,692	28,979	29,269	29,562	29,857	30,156	30,457	30,762	31,070
Charity and Indigent	24,468	24,713	24,960	25,210	25,462	25,716	25,973	26,233	26,496	26,760	27,028
Fair Fund	2,048	2,068	2,089	2,110	2,131	2,152	2,174	2,196	2,218	2,240	2,262
Health	6,246	6,308	6,371	6,435	6,499	6,564	6,630	6,696	6,763	6,831	6,899
Historical Sites	1,051	1,062	1,072	1,083	1,094	1,105	1,116	1,127	1,138	1,150	1,161
Hospital	2,394	2,417	2,442	2,466	2,491	2,516	2,541	2,566	2,592	2,618	2,644
Noxious Weed	873	881	890	899	908	917	926	936	945	954	964
Revaluation	10,058	10,158	10,260	10,363	10,466	10,571	10,677	10,783	10,891	11,000	11,110
Tort/Liability	3,959	3,998	4,038	4,079	4,119	4,161	4,202	4,244	4,287	4,329	4,373
Justice	56,310	56,873	57,441	58,016	58,596	59,182	59,774	60,372	60,975	61,585	62,201
Parks and Recreation	1,311	1,324	1,337	1,350	1,364	1,377	1,391	1,405	1,419	1,433	1,448
Latah Convalescent Center Bo	7,094	7,165	7,236	7,309	7,382	7,456	7,530	7,606	7,682	7,758	7,836
Total County	143,936	145,376	146,829	148,298	149,781	151,278	152,791	154,319	155,862	157,421	158,995
<b>Latah County Free Library</b>	18,049	18,230	18,412	18,596	18,782	18,970	19,160	19,351	19,545	19,740	19,938
<b>North Latah Highway District</b>	45,389	45,843	46,302	46,765	47,232	47,705	48,182	48,663	49,150	49,642	50,138
<b>Moscow Cemetery District</b>	5,477	5,531	5,587	5,643	5,699	5,756	5,814	5,872	5,930	5,990	6,050
<b>School District 281</b>											
M&O	118,127	119,309	120,502	121,707	122,924	124,153	125,394	126,648	127,915	129,194	130,486
Override	221,721	223,938	226,177	228,439	230,723	233,031	235,361	237,715	240,092	242,493	244,918
Tort Claim	5,420	5,475	5,529	5,585	5,640	5,697	5,754	5,811	5,869	5,928	5,987
Bond	30,402	30,706	31,013	31,323	31,636	31,952	32,272	32,595	32,921	33,250	33,582
Total	375,670	379,426	383,221	387,053	390,923	394,833	398,781	402,769	406,797	410,865	414,973
<b>Total</b>	753,866	761,405	769,019	776,709	784,476	792,321	800,244	808,247	816,329	824,492	832,737

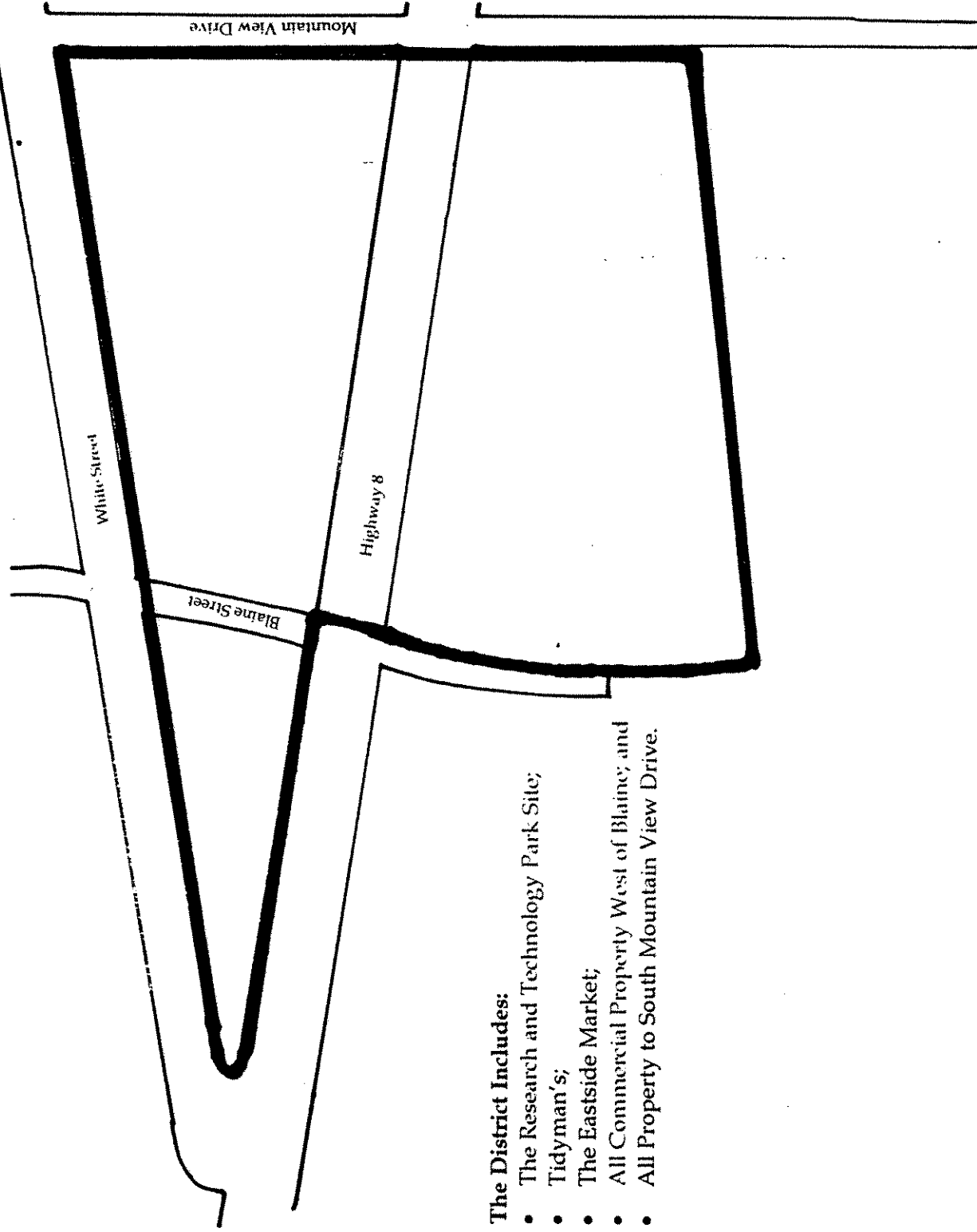
# Summary of Baseline and Tax Allocation District Revenues to the Taxing Districts

City of Moscow		1987	1988	1989	1990	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Baseline Without the Project		39,551	40,486	61,803	66,786	86,974	102,256	118,320	119,503	120,698	121,905	123,124	124,355	125,589	126,855	128,123	129,405	130,689	132,006	133,326	134,659	136,006	137,366	138,739	140,127
Revenue With the Project		39,159	39,159	39,159	39,159	39,159	39,159	154,220	155,762	157,303	158,863	160,482	162,087	163,708	165,345	166,988	168,659	170,355	172,059	173,778	175,517	177,272	179,045	180,835	182,644
Difference		(392)	(10,928)	(22,704)	(27,879)	(47,786)	(63,007)	35,900	36,259	36,672	36,968	37,358	37,732	38,109	38,480	38,875	39,284	39,656	40,053	40,453	40,858	41,267	41,679	42,086	42,517
Cumulative Difference		-	(10,928)	(33,824)	(61,253)	(108,018)	(172,116)	(136,215)	(99,956)	(63,324)	(26,346)	11,012	48,744	86,853	125,343	164,218	203,481	243,138	283,191	323,644	364,502	405,768	447,448	489,544	532,061
Leah County		1987	1988	1989	1990	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Baseline Without the Project		34,430	43,254	53,853	58,140	75,670	89,016	103,000	104,030	105,070	106,121	107,182	108,254	109,337	110,430	111,534	112,650	113,776	114,914	116,063	117,224	118,398	119,586	120,776	121,963
Revenue With the Project		34,089	34,089	34,089	34,089	34,089	34,089	134,252	135,584	136,950	138,320	139,703	141,100	142,511	143,936	145,376	146,828	148,298	149,781	151,278	152,791	154,319	155,862	157,421	158,995
Difference		(341)	(8,165)	(19,764)	(24,051)	(41,581)	(54,871)	31,252	31,555	31,880	32,199	32,521	32,846	33,175	33,506	33,841	34,180	34,522	34,867	35,216	35,568	35,923	36,281	36,641	37,012
Cumulative Difference		-	(8,306)	(28,271)	(53,322)	(94,903)	(149,830)	(118,578)	(87,014)	(55,134)	(22,935)	9,586	42,433	75,607	108,114	142,955	177,135	211,657	246,523	281,738	317,307	353,230	389,513	426,158	463,170
Leah County Free Library		1987	1988	1989	1990	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Baseline Without the Project		4,317	5,474	6,753	7,291	9,489	11,162	12,916	13,045	13,176	13,307	13,440	13,575	13,711	13,848	13,986	14,126	14,267	14,410	14,554	14,700	14,847	14,995	15,145	15,296
Revenue With the Project		4,275	4,275	4,275	4,275	4,275	4,275	16,835	17,003	17,173	17,345	17,519	17,694	17,871	18,049	18,230	18,412	18,596	18,782	18,970	19,160	19,351	19,545	19,740	19,938
Difference		(43)	(1,149)	(2,478)	(3,016)	(5,214)	(6,888)	3,819	3,958	3,898	4,038	4,078	4,119	4,160	4,202	4,244	4,286	4,329	4,372	4,416	4,460	4,505	4,550	4,595	4,641
Cumulative Difference		-	(1,192)	(3,670)	(6,686)	(11,901)	(18,788)	(14,870)	(10,911)	(6,914)	(2,876)	1,202	5,321	9,481	13,683	17,926	22,212	26,541	30,914	35,330	39,780	44,264	48,844	53,439	58,081
North Latah Highway District		1987	1988	1989	1990	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Baseline Without the Project		10,857	13,840	16,882	18,334	23,862	26,071	32,480	32,805	33,133	33,464	33,796	34,137	34,478	34,823	35,171	35,523	35,878	36,237	36,600	36,966	37,335	37,706	38,080	38,457
Revenue With the Project		10,750	10,750	10,750	10,750	10,750	10,750	42,335	42,759	43,186	43,614	44,054	44,495	44,940	45,389	45,843	46,302	46,765	47,232	47,705	48,182	48,663	49,150	49,642	50,138
Difference		(107)	(2,890)	(6,233)	(7,584)	(13,112)	(17,321)	9,855	9,954	10,053	10,154	10,255	10,358	10,461	10,566	10,672	10,778	10,886	10,995	11,105	11,216	11,328	11,441	11,556	11,671
Cumulative Difference		-	(2,998)	(9,230)	(16,815)	(29,927)	(47,248)	(37,303)	(27,439)	(17,386)	(7,232)	3,023	13,381	23,842	34,408	45,080	55,858	66,744	77,729	88,844	100,000	111,388	122,930	134,586	146,357
Moscow Cemetery District		1987	1988	1989	1990	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Baseline Without the Project		1,310	1,446	2,046	2,212	2,876	3,387	3,919	3,956	3,996	4,038	4,078	4,119	4,160	4,202	4,244	4,286	4,329	4,372	4,416	4,460	4,505	4,550	4,595	4,641
Revenue With the Project		1,287	1,287	1,287	1,287	1,287	1,287	5,108	5,159	5,211	5,263	5,316	5,369	5,422	5,477	5,531	5,587	5,643	5,699	5,756	5,814	5,872	5,930	5,989	6,050
Difference		(23)	(349)	(752)	(915)	(1,589)	(1,562)	(2,086)	1,183	1,201	1,213	1,225	1,237	1,250	1,262	1,275	1,288	1,301	1,314	1,327	1,340	1,353	1,367	1,381	1,408
Cumulative Difference		-	(382)	(1,134)	(2,049)	(3,611)	(5,173)	(7,259)	(6,076)	(4,873)	(3,660)	(2,435)	(1,200)	-	1,115	2,390	3,665	4,940	6,215	7,490	8,765	10,040	11,315	12,590	13,865
School District 241		1987	1988	1989	1990	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Baseline Without the Project		86,860	112,863	140,555	151,744	107,485	232,330	268,837	271,515	274,230	276,973	279,743	282,540	285,385	288,219	291,101	294,012	296,952	299,922	302,921	305,950	309,010	312,100	315,221	318,373
Revenue With the Project		93,827	107,530	121,855	130,670	152,373	172,345	350,384	353,868	357,437	361,011	364,621	368,268	371,950	375,670	379,426	383,221	387,053	390,923	394,833	398,781	402,764	406,787	410,865	414,973
Difference		3,967	(5,302)	(18,400)	(21,078)	(44,888)	(40,015)	(81,547)	(42,353)	(46,827)	(44,038)	(44,878)	(46,728)	(46,565)	(47,451)	(48,325)	(49,199)	(50,073)	(50,947)	(51,821)	(52,695)	(53,569)	(54,443)	(55,317)	(56,191)
Cumulative Difference		-	(1,396)	(18,905)	(41,070)	(85,958)	(125,973)	(207,520)	(149,167)	(102,344)	(58,306)	(13,431)	33,697	80,262	126,713	173,138	219,563	265,988	312,413	358,838	405,263	451,688	498,113	544,538	590,963
District Wide Revenues		1987	1988	1989	1990	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Baseline Without the Project		180,325	228,545	282,055	304,509	396,318	468,222	539,462	544,857	550,305	555,808	561,367	566,980	572,598	578,216	584,100	590,007	595,902	601,861	607,880	613,956	620,089	626,280	632,542	638,867
Revenue With the Project		183,386	197,100	211,524	220,239	241,947	261,914	703,145	710,176	717,278	724,451	731,695	739,012	746,402	753,860	761,405	769,018	776,709	784,476	792,321	800,244	808,247	816,328	824,482	832,717
Difference		3,071	(29,445)	(70,531)	(84,270)	(154,373)	(204,308)	163,683	165,319	166,972	168,647	170,328	172,032	173,805	175,649	177,245	178,917	180,607	182,315	184,041	185,794	187,566	189,349	191,131	192,913
Cumulative Difference		-	(26,374)	(96,905)	(181,175)	(335,553)	(539,861)	(376,178)	(210,859)	(43,887)	124,756	295,084	467,116	640,960	816,358	993,603	1,172,520	1,353,427	1,536,042	1,720,404	1,906,770	2,094,918	2,284,849	2,476,879	2,672,726

## APPENDIX D. TAX ALLOCATION DISTRICT MAP

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# City of Moscow, Idaho Proposed Tax Allocation Financing District Boundaries



## The District Includes:

- The Research and Technology Park Site;
- Tidymen's;
- The Eastside Market;
- All Commercial Property West of Blaine; and
- All Property to South Mountain View Drive.

# Appendix D.1

## Urban Renewal Agency Financial Analysis

**MOSCOW URBAN RENEWAL AGENCY BUDGET AND FINANCIAL PLAN**  
**Appendix D.2**

**URA Revenue**

Account Number	Account Description	2005	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
		Adopted Budget	Estimated Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
890-000-00-410-00	PROPERTY TAXES	\$179,000	\$174,436	\$179,670	\$185,060	\$286,611	\$230,725	\$237,647	\$244,776	\$252,119	\$259,683	\$267,474	\$275,498
	<b>Total Taxes</b>	<b>179,000</b>	<b>174,436</b>	<b>179,670</b>	<b>185,060</b>	<b>286,611</b>	<b>230,725</b>	<b>237,647</b>	<b>244,776</b>	<b>252,119</b>	<b>259,683</b>	<b>267,474</b>	<b>275,498</b>
890-000-00-471-00	INVESTMENT EARNINGS	0	2,800	741	573	389	2,100	2,584	3,058	3,510	3,927	4,290	4,578
	<b>Total Miscellaneous Income</b>	<b>0</b>	<b>2,800</b>	<b>741</b>	<b>573</b>	<b>389</b>	<b>2,100</b>	<b>2,584</b>	<b>3,058</b>	<b>3,510</b>	<b>3,927</b>	<b>4,290</b>	<b>4,578</b>
	<b>Total Revenue</b>	<b>179,000</b>	<b>177,236</b>	<b>180,410</b>	<b>185,633</b>	<b>287,000</b>	<b>232,825</b>	<b>240,230</b>	<b>247,834</b>	<b>255,630</b>	<b>263,610</b>	<b>271,763</b>	<b>280,075</b>
890-000-00-900-00	Beginning Fund Unrestricted	0	196,118	(105,788)	(118,854)	(133,247)	(53,420)	(35,608)	(19,030)	(4,406)	7,395	15,338	45,205
890-000-00-900-01	Beginning Fund Balance Restricted	220,130	89,553	142,829	147,515	152,685	158,412	164,789	171,922	179,927	188,948	199,140	183,672
	<b>Total Carryover</b>	<b>220,130</b>	<b>285,671</b>	<b>37,041</b>	<b>28,661</b>	<b>19,438</b>	<b>104,992</b>	<b>129,181</b>	<b>152,892</b>	<b>175,521</b>	<b>196,343</b>	<b>214,478</b>	<b>228,877</b>
	<b>TOTALS FOR REVENUE</b>	<b>\$399,130</b>	<b>\$462,907</b>	<b>\$217,451</b>	<b>\$214,294</b>	<b>\$306,438</b>	<b>\$337,817</b>	<b>\$369,411</b>	<b>\$400,726</b>	<b>\$431,151</b>	<b>\$459,953</b>	<b>\$486,241</b>	<b>\$508,952</b>

**URA Expenses**

Account Number	Account Description	2005	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
		Adopted Budget	Estimated Actual	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
890-890-10-642-10	Administrative Fee	5,000	5,000	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095
890-890-10-642-10	Professional Fees	10,000	15,000	10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
890-890-10-668-10	Liability Insurance	3,100	3,100	\$3,162	\$3,257	\$3,355	\$3,455	\$3,559	\$3,666	\$3,776	\$3,889	\$4,006	\$4,126
890-890-10-669-10	Miscellaneous Expenses	10,000	10,000	10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
890-890-10-642-20	Audit Expense	3,000	2,745	\$2,800	\$2,884	\$2,970	\$3,060	\$3,151	\$3,246	\$3,343	\$3,444	\$3,547	\$3,653
890-890-10-699-99	Depreciation Expense												
	Capital Outlay	262,165	290,468										
	<b>Total Expenses</b>	<b>293,265</b>	<b>326,313</b>	<b>45,962</b>	<b>47,341</b>	<b>48,761</b>	<b>50,224</b>	<b>51,731</b>	<b>53,282</b>	<b>54,881</b>	<b>56,527</b>	<b>58,223</b>	<b>59,970</b>
	Contract w/ Thompsons		\$10,000	\$88,190	\$88,190	\$88,190	\$88,190	\$88,190	\$88,190	\$88,190	\$88,190	\$88,190	\$64,620
890-890-10-790-01	Bond Principal	70,053	60,053	23,864	28,397	33,794	40,214	47,854	56,948	67,766	80,643	95,964	110,746
890-890-10-791-01	Bond Interest	35,812	29,500	30,775	30,928	30,701	30,008	28,745	26,784	23,971	20,115	14,986	8,306
	<b>Total Debt Service</b>	<b>105,865</b>	<b>99,553</b>	<b>142,829</b>	<b>147,515</b>	<b>152,685</b>	<b>158,412</b>	<b>164,789</b>	<b>171,922</b>	<b>179,927</b>	<b>188,948</b>	<b>199,140</b>	<b>183,672</b>
890-890-10-900-00	Ending Fund Unrestricted			0	0	0	0	0	0	0	0	0	0
890-890-10-900-01	Ending Fund Balance Restricted		<b>37,041</b>	<b>28,661</b>	<b>19,438</b>	<b>104,992</b>	<b>129,181</b>	<b>152,892</b>	<b>175,521</b>	<b>196,343</b>	<b>214,478</b>	<b>228,877</b>	<b>265,310</b>
	<b>Total Ending Fund Balance</b>		<b>37,041</b>	<b>28,661</b>	<b>19,438</b>	<b>104,992</b>	<b>129,181</b>	<b>152,892</b>	<b>175,521</b>	<b>196,343</b>	<b>214,478</b>	<b>228,877</b>	<b>265,310</b>
	<b>TOTALS EXPENDITURES</b>	<b>\$399,130</b>	<b>\$462,907</b>	<b>\$217,452</b>	<b>\$214,294</b>	<b>\$306,438</b>	<b>\$337,817</b>	<b>\$369,412</b>	<b>\$400,726</b>	<b>\$431,150</b>	<b>\$459,953</b>	<b>\$486,241</b>	<b>\$508,952</b>
		\$0	\$0	(\$0)	\$0	\$0	(\$0)	(\$0)	\$0	\$0	(\$0)	\$0	\$0

**Notes: Purchase Parcel A for \$624,145 and Phase I lot for \$66,821. Terms are \$10,000 down payment and balance over ten years @ 5%.  
Pmt equals \$88,190 each successive year**

PREPARED ON : 04/29/05

# Appendix E

## Public Hearing Notices



# Appendix F

## Resolutions

RESOLUTION No. 95-08

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF IDAHO; FINDING THAT THE CITY IS A COMPETITIVELY DISADVANTAGED BORDER COMMUNITY; CREATING AND EMPOWERING THE MOSCOW URBAN RENEWAL AGENCY; DESCRIBING THE MOSCOW URBAN RENEWAL AGENCY; MAKING FINDINGS OF FACT AND DECLARATIONS OF NECESSITY REGARDING THE NEED FOR THE URBAN RENEWAL AGENCY; PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City of Moscow desires to implement and empower the Urban Renewal Agency which was created by the Idaho Urban Renewal Law of 1965 (codified as Chapter 20, Title 50, Idaho Code); and

WHEREAS, the City anticipates that the Urban Renewal Agency will prepare an Urban Renewal Plan containing a revenue allocation financing provision, pursuant to the local Economic Development Act (codified as Chapter 29, Title 50, Idaho Code); and

WHEREAS, the City recognizes that there are certain factual prerequisites to the empowerment of the Agency and the ultimate adoption of an Urban Renewal Plan containing revenue allocation financing provisions;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:

SECTION 1. That the City of Moscow is in its entirety a "competitively disadvantaged border community area" as defined by Idaho Code § 50-2903(6) and a "deteriorated area" as defined by Idaho Code § 50-2903(7e).

SECTION 2. That the City Council hereby makes the following findings and declarations of necessity:

- a. The City's competitive disadvantage as a border community hinders its ability to engender a diversified economy through promotion of locally originated businesses based on emerging technologies.
- b. This competitive disadvantage impairs the City's ability to nurture and manage its potential for growth.
- c. Diversification of the local economy and the orderly management of growth are essential undertakings in the promotion of the public welfare.
- d. Through its proven ability to generate viable high-technology businesses, the North Central Idaho Business Technology Incubator (NCIBTI) constitutes a valuable tool for economic diversification and orderly growth.
- e. Retaining locally originated businesses such as those generated by the NCIBTI is conducive to the public welfare of the City of Moscow;

RESOLUTION NO. 95-13

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF IDAHO, AMENDING AND RESTATING RESOLUTION NO. 95-08, ADOPTED BY THE MAYOR AND CITY COUNCIL ON JUNE 19, 1995, DECLARING THE EXISTENCE OF DETERIORATED AREAS WITHIN THE SAID CITY AND THE NEED FOR THE EXISTENCE AND BENEFIT OF AN URBAN RENEWAL AGENCY IN SAID CITY AS PROVIDED BY THE LAWS OF THE STATE OF IDAHO, IMPLEMENTING THE STATUTORY CRITERIA OF EMPOWERING THE MOSCOW URBAN RENEWAL AGENCY, MAKING CERTAIN FINDINGS OF FACT AND DECLARATIONS OF NECESSITY REGARDING THE NEED FOR THE URBAN RENEWAL AGENCY; PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, on June 19, 1995, the City Council and Mayor approved Resolution No. 95-08, finding that the City is a competitively disadvantaged border community, creating and empowering the Moscow Urban Renewal Agency, describing the Moscow Urban Renewal Agency, making Findings of Fact and Declarations of Necessity regarding the need for the Urban Renewal Agency, providing for the resolution to be effective upon its passage and approval;

WHEREAS, since June 19, 1995, the City has embarked on continued analysis of the Idaho Urban Renewal Law, Ch. 20, Title 50, Idaho Code (the "Law"), and the Local Economic Development Act, Ch. 29, Title 50, Idaho Code (the "Act"), which, by passage of House Bill 966 in 1994 provides for the designation of a competitively disadvantaged border community;

WHEREAS, the City Council deems it necessary to amend and restate the provisions of Resolution 95-08;

WHEREAS, by virtue of the Law, the Idaho State Legislature has created in the City of Moscow an independent public body corporate and politic known as the "Urban Renewal Agency of the City of Moscow";

WHEREAS, the City of Moscow desires to implement and empower the Urban Renewal Agency by making those certain Findings necessary under Idaho Code, Section 50-2005;

WHEREAS, the City recognizes that there are certain factual prerequisites to the empowerment of the Agency;

WHEREAS, it is the desire of the Mayor and City Council of the City of Moscow, Idaho, to appoint a Board of Commissioners of the Urban Renewal Agency for the municipality and to empower such agency to transact business and exercise powers granted by the Act and the Law and it is the desire of the City of Moscow, Idaho, to exercise the authority conferred upon it by the Act and the Law;

WHEREAS, the City has obtained an Eligibility Report from Harlan Mann which has examined areas within the City of Moscow and determined that there are areas within the City of Moscow which are deteriorating or deteriorated as defined by Idaho Code Sections 50-2018(i) and 50-2903(7)(b); a copy of that report is attached hereto as Exhibit 1;

WHEREAS, under Section 50-2903(7)(e) a deteriorated area includes any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development which would promote the purposes of the Act;

WHEREAS, the City of Moscow has received a report from Business Planning Consultants, Inc. (a copy attached hereto as Exhibit 2), which report makes certain Findings concerning the competitive disadvantage of the City of Moscow;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW AS FOLLOWS:

Section 1. That there are one or more areas within the City of Moscow which are deteriorating or deteriorated areas as defined by Idaho Code, Sections 50-2018(i) and 50-2903(6) and (7b).

Section 2. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area or areas are necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 3. That there is a need for an Urban Renewal Agency to function in the City.

Section 4. That the City Council hereby makes the following findings and declarations of necessity:

- a. The City's competitive disadvantage as a border community hinders its ability to engender a diversified economy through promotion of locally originated businesses based on emerging technologies.

- b. This competitive disadvantage impairs the City's ability to nurture and manage its potential for growth.
- c. Diversification of the local economy and the orderly management of growth are essential undertakings in the promotion of the public welfare.
- d. Through its proven ability to generate viable high-technology businesses, the North Central Idaho Business Technology Incubator ("NCIBTI") constitutes a valuable tool for economic diversification and orderly growth.
- e. Retaining locally originated businesses such as those generated by the NCIBTI is conducive to the public welfare of the city of Moscow; competing with other municipalities for business originated elsewhere generally is not.
- f. The City of Moscow is compromised in its ability to retain locally originated, business technology-based companies, in particular those which have graduated from the NCIBTI, by the non-existence of available developed properties.
- g. The City of Moscow requires a means by which it may promote development of properties suitable for the permanent location of locally originated companies. This need is made more acute by Moscow's proximity to the Idaho border, which facilitates competitive offers to those companies from other locations outside Idaho. Revenue allocation financing is the only tool available to the City for the promotion of such development.

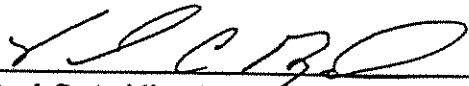
Section 5. That City staff and the Urban Renewal Agency are hereby directed to present a recommendation as to what area or areas of the City of Moscow (including the designation of the entire City) should be identified as a "competitively disadvantaged border community," what criteria should be used to designate an area for use of revenue allocation financing within a competitively disadvantaged border community, whether those areas should be of a specific size or zoning classification and other criteria the City staff and the Urban Renewal Agency deem necessary.

Section 6. That such recommendation shall be presented to the City for consideration of a City Ordinance in compliance with the Act within sixty (60) days of the effective date of this Resolution.

Section 7. That the Moscow Urban Renewal Agency is hereby authorized and the Mayor shall appoint three (3) commissioners for said district as provided by Idaho Code Section 50-2006. The Moscow City Supervisor is directed to cause City staff to assist in carrying out the Agency's work.

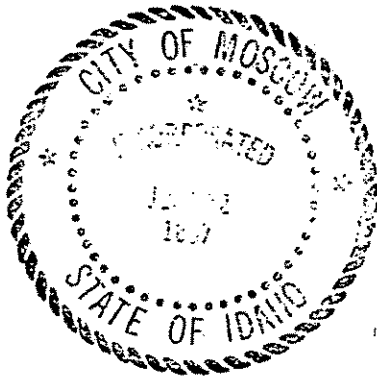
Section 8. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED by the City Council and APPROVED by the Mayor this 6th day of November, 1995.

  
Paul C. Agidius, Mayor

ATTEST:

  
Elaine Russell, City Clerk



resoluti\urbrenew\sr

## **RESOLUTION NO. URA 96-02**

**A RESOLUTION OF THE MOSCOW URBAN RENEWAL AGENCY, THE URBAN RENEWAL AGENCY OF THE CITY OF MOSCOW, IDAHO, RECOMMENDING AND ADOPTING THE RESEARCH AND TECHNOLOGY PARK URBAN RENEWAL/COMPETITIVELY DISADVANTAGED BORDER COMMUNITY AREA PLAN, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE ADMINISTRATOR AND THE SECRETARY OF THE AGENCY TO TAKE APPROPRIATE ACTION; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.**

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

WHEREAS, on or about November 6, 1995, the City of Moscow, through its Mayor and City Council, passed its City Council Resolution creating an Urban Renewal Agency, pursuant to Chapter 20, Title 50, Idaho Code, finding one or more areas within the City of Moscow to be "deteriorated" or "deteriorating areas" as defined by Idaho Code Sections 50-2018(h)(i) and 50-2903(b) making additional findings regarding the characteristics of the area, making the necessary findings as required by Idaho Code Section 50-2008(a) and authorizing the Mayor to appoint three Commissioners for the Agency; and

WHEREAS, the legislature of the State of Idaho has enacted the Local Economic Development Act, Chapter 29, Title 50, Idaho Code referred to herein as the "Act," authorizing certain urban renewal agencies (including the Agency), to adopt revenue allocation financing provisions as part of their urban renewal plans; and

WHEREAS, under the Act, a competitively disadvantaged border community area means a parcel of land consisting of at least forty acres which is situated within the boundaries of an incorporated city and within twenty-five miles of state border, which the City Council has determined by ordinance is disadvantaged in its ability to attract business, private investment or commercial development, as a result of a competitive advantage in the adjacent state resulting from inequities or disparities in comparative sales taxes, income taxes, property taxes, population or unique geographic features; and

WHEREAS, under the Act a deteriorated area means any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development which would promote the purposes of the Act; and

WHEREAS, the Act allows the creation of a revenue allocation area for that portion of a competitively disadvantaged border community area; the equalized assessed valuation of which the City Council has determined as a part of an urban renewal/competitively disadvantaged border community area plan is likely to increase as a result of an urban renewal project or a competitively disadvantaged border community area; and

WHEREAS, the Agency has retained Business Planning Consultants for the preparation of a Plan; and

WHEREAS, the Agency has embarked upon the preparation of the Plan to comply with the provisions of the Law and Act and premised upon a study by Business Planning Consultants which has found that the City of Moscow possessed those characteristics of a competitively disadvantaged border community area; and

WHEREAS, a proposed Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan for a competitively disadvantaged area (hereinafter the "Plan") has been submitted to the Board for its consideration; and

WHEREAS, such proposed Plan also contains provisions of revenue allocation financing as allowed by the Act; and

WHEREAS, in order to implement the provisions of the Act, the Agency shall prepare and adopt a plan for each revenue allocation area and submit the plan and recommendation for approval thereof to the City Council; and

WHEREAS, as required by the Act, the Agency has reviewed the information within the Plan concerning use of revenue allocation funds and approved such information; and

WHEREAS, such Plan will be tendered to the Planning and Zoning Commission and to the City Council of the City of Moscow for their consideration and review as required by the Law and the Act; and

WHEREAS, under the Act, the Plan shall include a statement listing: (1) the kind, number and location of all proposed public works or improvements within the revenue allocation area; (2) an economic feasibility study; (3) a detailed list of estimated project costs; (4) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in



the revenue allocation area; and (5) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; and

WHEREAS, it is necessary, and in the best interest of the citizens of the City of Moscow, Idaho, to recommend approval of the Plan and to adopt, as part of the Plan, revenue allocation financing provisions that will help finance urban renewal and competitively disadvantaged border community area projects to be completed in accordance with the Plan (as now or hereafter amended), in order: to encourage private development in competitively disadvantaged border community areas; to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Moscow Plan Area in order to facilitate the long-term growth of their common tax base; to encourage the long-term growth of their common tax base; to encourage private investment within the City of Moscow and to further the public purposes of the Moscow Urban Renewal Agency; and

WHEREAS, the Board of Commissioners of the Agency finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Appendix D of the Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO:

Section 1: That the Board proposes and recommends that the Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan, a copy of which is attached hereto as **Exhibit 1** and incorporated herein by reference, be adopted by the Moscow City Council.

Section 2: That the Board recommends the City Council find the City of Moscow as a competitively disadvantaged border community area based upon the information and studies contained in the Plan and determine to use the authority under the Act for revenue allocation financing for that portion of the City of Moscow which is identified within the Plan.

Section 3: That this Resolution constitutes the necessary action of the Agency under the Act, Section 50-2905, recommending approval by the City Council and that the Plan includes a statement listing: (1) the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (2) an economic feasibility study; (3) a detailed list of estimated project costs; (4) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (5) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred, that the Plan includes a revenue

## RESOLUTION NO. 2004 - 01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MOSCOW URBAN RENEWAL AGENCY OF THE CITY OF MOSCOW, IDAHO, RECOMMENDING ADOPTION OF THE FIRST AMENDED AND RESTATED CITY OF MOSCOW, IDAHO RESEARCH AND TECHNOLOGY PARK URBAN RENEWAL/COMPETITIVELY DISADVANTAGED BORDER COMMUNITY AREA PLAN, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CHAIR AND SECRETARY TO TAKE APPROPRIATE ACTION; PROVIDING FOR THE RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

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

WHEREAS, on or about the 19<sup>th</sup> day of June, 1995, the Council and Mayor of the City of Moscow, Idaho created an urban renewal agency, pursuant to Chapter 47, Title 50, Idaho Code (now codified as Chapter 20, Title 50, Idaho Code), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended (the "Law"), and the Local Economic Development Act, the same being Idaho Code, Title 50, Chapter 29, as amended (the "Act"), upon making the findings of necessity required for creating said Urban Renewal Agency; and

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination of thereof, and designated such area as appropriate for an urban renewal project; and

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area; and

WHEREAS, the Council of the City of Moscow, Idaho ("City"), on July 1, 1996, after notice duly published, conducted a public hearing on the City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan of 1996 (the "Urban Renewal Plan"); and

WHEREAS, following said public hearing, City adopted its Ordinance No. 96-12 on July 1, 1996, approving the Urban Renewal Plan and making certain findings; and

WHEREAS, Agency Staff and consultants have previously considered changes to the City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan of 1996 to allow for the extension and inclusion of another phase of the Project as described in the attachment hereto; and

WHEREAS, the City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan originally encompassed a

WHEREAS, under the Act, the First Amended and Restated Plan includes a statement listing: (1) the kind, number and location of all proposed public works or improvements within the revenue allocation area; (2) an economic feasibility study; (3) a detailed list of estimated project costs; (4) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (5) a description of the methods of financing all estimated project costs and when related costs or monetary obligations are to be incurred; and

WHEREAS, it is necessary, and in the best interests of the citizens of the City of Moscow, Idaho, to recommend approval of First Amended and Restated Plan and to adopt, as part of the Amended and Restated Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the First Amended and Restated Plan (as now or hereafter amended), in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the First Amended and Restated Plan area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the First Amended and Restated Plan in order to facilitate the long-term growth of their common tax base; (4) to encourage private investment within the City of Moscow and (5) to further the public purposes of the City of Moscow Urban Renewal Agency; and

WHEREAS, the Board of Commissioners of the Agency finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachment "A" of the First Amended and Restated Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the First Amended and Restated Plan ; and

WHEREAS, under the Law and Act, any such Plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; and

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in the Law, because of defective or unusual conditions of title, diversity of

and non-residential uses. Provided, however, that if portions of the Project Area and Revenue Allocation Area are deemed "open land" the criteria set forth in the Law and Act have been met.


- E. The portion of the Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns and the need for the correlation of this area with other areas of the City.
- F. The base assessment roll of the First Amended and Restated Plan does not exceed ten percent (10%) of the assessed value of the City of Moscow.

Section 5. The Chair and the Secretary of the Agency are hereby authorized and directed to take all steps necessary and convenient to submit the proposed First Amended and Restated Plan for approval by the Council of the City of Moscow, Idaho, including but not limited to, the preparation of the notice of public hearing on adoption of the revenue allocation financing provisions by the City Council and submittal of the First Amended and Restated Plan to the various taxing entities as required by Idaho Code Section 50-2906.

Section 6. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the City of Moscow Urban Renewal Agency of Moscow, Idaho on March 12, 2004. Signed by the Chair of the Board of Commissioners on March 19, 2004, and attested by the Secretary to the Board of Commissioners on March 19, 2004.

CITY OF MOSCOW URBAN RENEWAL AGENCY

  
\_\_\_\_\_  
John Weber, Chair

ATTEST:

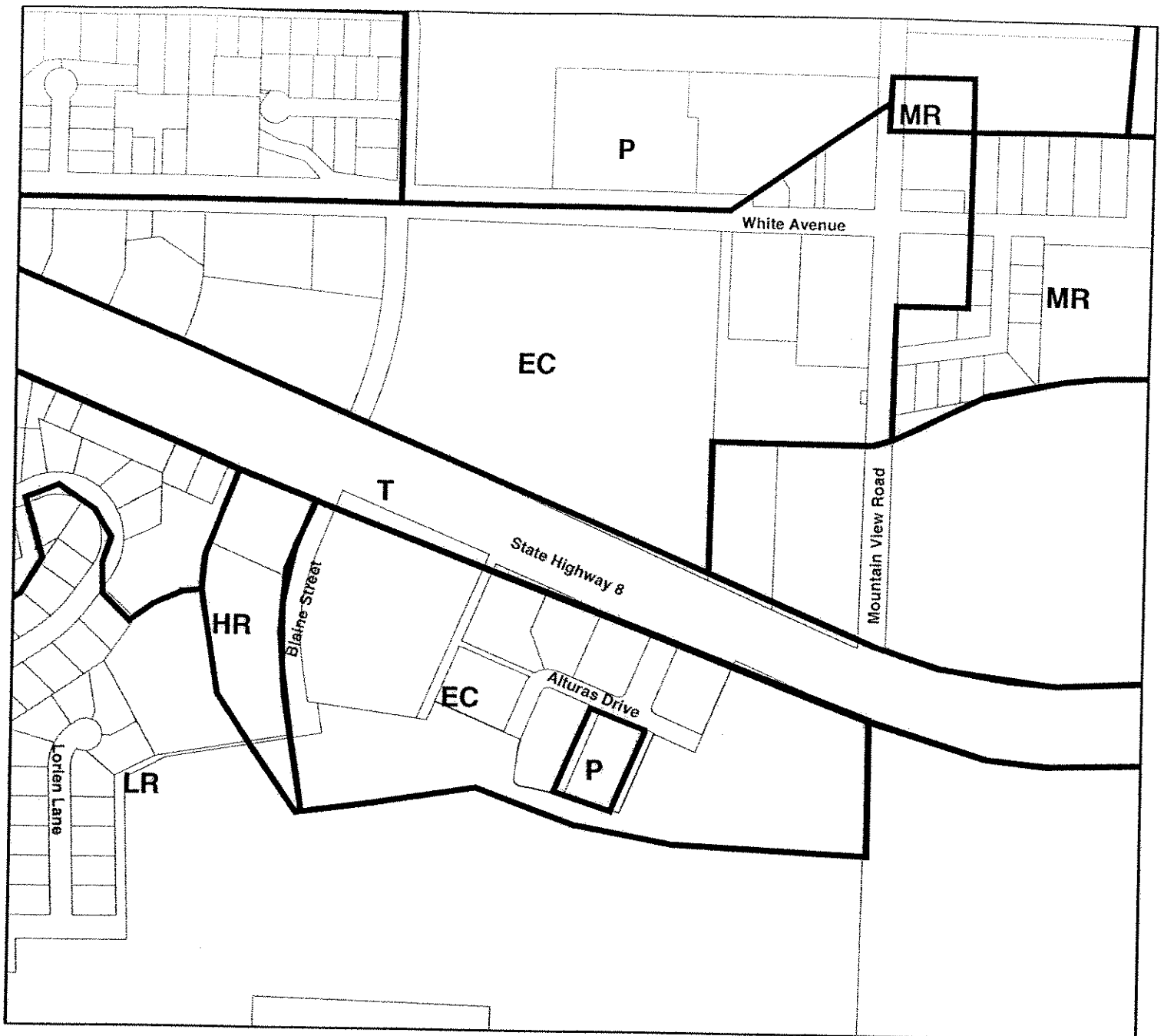
  
\_\_\_\_\_  
John McCabe, Secretary

Resolution\URA-IdahoResearch&TechnologyPark\pm

# Appendix G

## Comprehensive Plan Land Use Map

# Comprehensive Plan Land Use Map



## Legend

### Land Use Designation

	EC- Extensive Commercial
	HR- High Density Residential
	LR- Low Density Residential
	MR- Medium Density Residential
	P- Public
	T- Transportation