Regional Collaboration
In Creating a Preferred Future for a Multi Agency Firearms Training Facility
Law Enforcement Agencies

Boise Police Dept.

Garden City Police Dept.

Meridian Police Dept.

Ada County Sheriff
Chiefs Video

Chief’s Video
Current Police Range

- Decades Old
- Limited Expansion
- Close to Residences
- Outdated Equipment
- Environmental Use
- Conflicts
Old Police Range

- Onsite Storage
- Security Issues
- Rodent Problems
Police Range Options

Study commissioned by TRS Range Services to investigate options for a long term solution. They looked at:

- Location
- Needs
- Cost
- Impact
Police Range Options

First indoor facility did not meet the needs

- Too Small

- Limited Training uses

- Bullseye Vs Tactical
Police Range Options
Purposed Location – within a 1440 acre landfill property
New Range

- No Forseeable development
- Owned by Ada County
- 20 year conditional use permit
- Access from Highway 55
Police Range Options

Range Setup

Four Ranges

- Two Pistol Ranges
- One Rifle Range
- One Combat Range
New Police Range Features

- Impact Area Features
- Prevent Environmental Damage and Increase Safety For Officers
New Police Range Features

- Safety Walls Will Multiply The Number Of Users down range

- Central Control Enhances Safety For Officers
  - Towers can also be used for reppeling
New Police Range Features

- Automated Targets
- More Realistic Training Scenarios
- Onsite Classroom

Operation from 7:00 AM to 10:00 PM
Range Construction Costs

- Per Agency:
  - Ada County Sheriff: $1,080,990.63
  - Boise Police: $1,067,603.75
  - Meridian Police: $257,697.46
  - Garden City Police: $93,708.17

- Total Construction: $2,500,000.00
Multi-Agency Firearms Training Center Known as the Ada County Law Enforcement Firearms Training Center

Project Purpose

For nearly three (3) decades, the Boise Police Department has enjoyed the use of the Mountain Cove property owned by the Boise Police Association. Over the years, however, the leased costs have grown exponentially from free to $600 per month in 1987 and to $30,000 annually in 2006. This year, we are forced to spend $25,000 for six months use which we cost-share with the Sheriff’s Department.

The Boise Police Department has identified the need for a new range in its proposed police headquarters in 2000 and again in early 2005. More recently, the firearms center has been included in the BPD strategic plan and in our most recent budget process.

The Ada County Law Enforcement Firearms Training Center is a consortium of several law enforcement agencies within Ada County. This group consists of the Ada County Sheriff’s Office, Boise Police Department, Garden City Police Department and the Meridian Police Department. The training center would allow officers from all the agencies to train together while receiving quality training in a safe and properly equipped facility. Currently, there are approximately 743 officers in the four agencies who would be using the training center. Additionally, there are other law enforcement agencies within the Treasure Valley who are potential users of the facility on a fee basis.

Situation

Since Fall 2005, the consortium has investigated several indoor and outdoor shooting buildings or properties and have collectively decided, after due diligence, these venues did not meet our long term plans. We explored the potential use of Airport owned property located off of Orchard Street and learned the annual cost of leasing three acres would be nearly $25,000 annually. A consultant, TRS Range services, conducted a study for the Boise Police Department and determined that relatively few sites existed in close proximity to the city for this intended use, largely due to the scarcity of vacant land not already planned for development along with the high prices of such land. (Appendix A)

The Boise Police Department and the Ada County Sheriff’s Office had been working on a site location of approximately 40 acres within the Ada County Landfill. The conditional use permit process had been approved by the County Planning and Zoning Department and a public hearing had been scheduled with no public comments being voiced. A group of concerned homeowners near the proposed site expressed objections to the Board of Commissioners and a hearing was scheduled.
with the Commissioners to hear their safety and noise concerns. Additionally, a group of Idaho military veterans has emerged to express their opposition to the proposed location and use of the range; they contend that the sounds of gunshots heard at the nearby Veterans Cemetery would be extremely discomfoting and traumatic to families and veterans who visit the cemetery seeking a peaceful atmosphere to pay their respects to the deceased.

Project Objective and Outcomes

A special entity, the Ada County Law Enforcement Firearms Training Center, would be created by a joint powers agreement between all governmental agencies involved (the City of Boise Mayor and City Council and the Ada County Board of Commissioners). This legal document would establish the entity’s legal right to seek bids to design and build the center; address issues of governance; and establish a fund for operating the center. (Appendix B)

Value Added

No one agency can afford to build and operate its own firearms range in the manner required today to mitigate safety, environmental and noise concerns. Five agencies joining together to form a consortium can develop and operate a firearms training center in the most cost effective manner as well as provide for the most efficient use of premium land space. By pooling of resources and working together, we can maximize the use of scarce property, avoid duplication of multiple ranges and provide for the most efficient use of taxpayer monies.

Project Issues and Barriers

The greatest challenge the project has encountered to date is the scarcity of available land at a reasonable cost within a close proximity to the City that has existing zoning for the operation of a shooting range.

Draft Project Timeline

- December 2007: Charter document to Mayor and Council with presentation
- January 2008: Completion and approval by city and county governments of the Joint Powers Agreement
- January 2008: Completion and agreement by the Ada County Sheriff’s Office and the Boise Police Department of the Memorandum of Understanding for operation of the firearms training facility
- January 2008: Site selected and approval of the conditional use permit
- January 2008: Each agency allocates $200,000 to the new entity
- February 2008: Design and build request for proposals
- April 1, 2008: City and County allocate $500,000 each for construction of Phase One
• July 1, 2008: Ada County Law Enforcement Firearms Training Facility is open and operational

Executive Sponsor

Mayor David Bieter

Chartering Body

Boise Police Department

Project Sponsors

Mayor
Members of Boise City Council
Ada County Commissioners
Boise City Attorney’s Office
Boise Chief of Police
Ada County Sheriff
Meridian Police Chief
Garden City Police Chief
Senior Supervisory Agency, FBI

Project Budget

Range Construction Costs

• Overall cost of the Firearms Center is based on authorized commission strength to each participating agency as of October 1, 2007. The cost per officer was set at $2,692.00 (Appendix C)
  o Ada County Sheriff’s Office: 325 officers
  o Boise Police Department (including Airport): 319 officers
  o Meridian Police Department: 70 officers
  o Garden City Police Department: 29 officers

  ▪ TOTAL OFFICERS: 743

• Two construction phases have been proposed for the Center construction.
  o Phase I construction costs for BPD will be $858, 681. (Ada County Sheriff’s Office costs will be slightly higher.)
  o There is a five year phase in for Center construction.
  o Other law enforcement agencies deciding to participate after October 1, 2007 will be charged no less than the per officer costs paid by chartering members, plus any prorated improvement costs paid by those members
**Annual Range Operating Costs**
- Absorbed in current operating budget – expected to be $30,000 or roughly $40.50 per officer annually.

**Possible Financing Options**
- Use of FY2007 End-of Year Capital Contingency Fund to pay Phase I BPD costs of $750,000.
- Remaining balance funded through proceeds from sale of surplus property.
- The 30 full/part-time Airport Officers, as part of BPD, will continue to utilize the range fire firearms qualification. Part of buy-in cost should be reimbursed by Airport.
- Annual Range Operating Costs will be absorbed in current operating budget for each agency

**Project Team**

City Attorney Alison Tate  
Boise Police Chief Mike Masterson  
Ada County Sheriff Gary Raney  
Ada County Capt Dana Borquist  
BPD Lieutenant Stan Niccolls  
Ada County Sheriff’s Department Legal Advisor Patti Powell  
BPD Civilian Planner Mike Nelson  
Include any consultants that will be used in the project.

**Project Manager**

Boise Police Lieutenant Stan Niccolls assisted by civilian planner Michael Nelson

**Attachments**
- Appendix A – TRS Range Services Report (June 29, 2006)  
- Appendix B - Draft Proposal of Joint Powers Agreement  
- Appendix C - Power Point Overview of Proposed Range Design
JOINT POWERS AGREEMENT SOUTHWEST IDAHO LAW ENFORCEMENT TRAINING RANGE

THIS JOINT POWERS AGREEMENT is entered into pursuant to the provisions of Idaho Code, Sections 67-2326 through 67-2333, relating to the joint exercise of powers between and among the various governments exercising their constitutional, statutory and codified law enforcement jurisdiction in the state of Idaho, County of Ada, and in accordance with relevant provisions of Boise City Code § 3-1-03 and Idaho Code § 50-209, by and between the County, the Federal Bureau of Investigation and the City of Boise City.

WHEREAS, pursuant to Article XVIII, § 6, Idaho Constitution and Title 31, Chapter 22, Idaho Code the Ada County Sheriff has been given primary responsibility for enforcing all penal provisions and statutes of the State of Idaho within the boundaries of Ada County; and

WHEREAS, pursuant to memorandum of agreement, the duly incorporated cities in the County of Ada, State of Idaho have been given concurrent authority to enforce all penal provisions and statutes of the State of Idaho within each of their jurisdictions as well as sole enforcement authority for violations of the municipal codes of each of the cities; and

WHEREAS, training each of their officers in firearms use is a requirement of each of the law enforcement agencies of the local governments participating in this Agreement; and

WHEREAS, the State of Idaho has land available and is willing to lease the property for the purpose of creation and operation of a firearms training facility; and

WHEREAS, the laws of the state of Idaho authorize the formation of a new legal entity by and between the Signatories hereto without abrogating any privileges or immunities accorded to each of them by law; and

WHEREAS, the Signatories desire to create a training range for their mutual use and benefit; and

WHEREAS, it is the finding of each of the governing Boards of the Signatories hereto that entering into this Agreement is to the mutual benefit of each of them and that entering into this Agreement to accomplish the purposes hereinafter set forth is a valid public purpose and necessary for public safety;

NOW, THEREFORE, BE IT AGREED, in consideration of the mutual advantages and benefits to the participating Signatories and the mutual covenants herein contained, the Signatories mutually agree as follows:

ARTICLE I. DEFINITIONS
As used in this Agreement, the following terms shall have the respective meanings hereinafter set forth:

(1)      ADMINISTRATOR (or Administrator). The designated operating executive chosen by the Board.

(2)       AGREEMENT. This Joint Powers Agreement wherein the Signatories agree to participate in the creation of SILET and its future operation as set forth by the BOARD.

(3)       ANNUAL CONTRIBUTION. The amount established by the Board sufficient to defray the operating costs of SILET and which shall be required of a Signatory to continue membership for the next fiscal year.

(4)       BOARD. The governing Board of the SILET.

(5)       BOARD SEAT. A "Board Seat" shall mean a position on the SILET Board provided to and occupied by the representative designated in this Agreement to occupy that seat.

(6)       COUNTY. Ada County, Idaho.

(7)       PROGRAM. The construction and funding of a training range for law enforcement officers according to the specifications established by the Board and an operating plan for a firearms training range to assist Signatories in training law enforcement officers in the use of firearms, improving the skills of law enforcement officers in the use of firearms, tactical deployment training of those using firearms, and in weapons certification.

(8)       SIGNATORIES (or SIGNATORY). The governmental entities, or a government entity, that have or has, entered into this Agreement.

(9)       SILET. The Southwest Idaho Law Enforcement Training Range is the legal entity created by this Agreement.

ARTICLE II.
ESTABLISHMENT, MAINTENANCE AND PARTICIPATION IN SILET

The SILET, a separate Joint Powers Entity, is created through this Agreement executed by certain Signatories with jurisdiction in the state of Idaho upon adoption, on or before January 1, 2008, with an initial effective date of January 1, 2008. This Agreement is intended to establish the organization and operation of SILET into future years upon the foundation laid hereby. The undersigned public entities, law enforcement agencies operating in the County of Ada, State of Idaho, upon execution of this Agreement will become a Signatory in the SILET with all rights and duties associated therewith.

ARTICLE III.
PURPOSES AND DURATION

(1) The purpose of SILET is to provide the Program.
(2) It is the intent of the Signatories to create an entity of unlimited duration. Participation of each Signatory for each annual year shall be conditioned upon annual appropriation of the fees established by the Board as further described below.

(3) It is the intent of the SIGNATORIES that the Program serve as a vehicle for cooperative undertakings for all SIGNATORIES, or selected groups thereof, to pool the costs and meet the needs of certain required firearms training obligations which the SIGNATORIES are obligated to provide. In implementation of any such programs, the SIGNATORIES shall bear the proportionate costs of carrying out the purposes of the program(s) as stated in this Agreement. Unless otherwise determined by the Board, the proportionate costs of future operations shall be determined on a per officer basis. Changes to the funding formula shall be made only upon unanimous approval of the Board.

ARTICLE IV. MANNER OF FINANCING

(1) Financial operations of SILET shall be committed to the sound discretion of the BOARD. The BOARD as provided in Article IX of this Agreement shall determine contributions from SIGNATORIES. The fiscal year of SILET shall be from October 1 through September 30. All income and assets of SILET shall be at all times dedicated to the benefit of its SIGNATORIES.

(2) Construction costs shall be borne by the SIGNATORIES on a per officer basis which shall initially be the authorized strength of each participating agency as of October 1, 2007

(a) County 325 sworn officers or ____ per officer
(b) City of Boise City 319 sworn officers or ____ per officer

(3) Several construction phases have been proposed for SILET and construction costs for Phase I shall be _____ for Boise City and _____ for the County.

(4) The initial signatories agree that other agencies that wish to participate at a later date will be charged no less than the per officer costs paid by the initial signatories as well as the per officer costs of any improvements made the by the initial signatories.

(5) Operating costs will also be assessed on a per officer basis.

ARTICLE V.
NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

SIGNATORIES, by participation in this program, do not waive any immunities or limitations of liability provided to Signatories, the state of Idaho or their respective employees by any law of this state or nation.

ARTICLE VI.
SILET POWERS AND DUTIES
The powers of SILET to perform and accomplish the purposes set forth above shall, within the budgetary limits and procedures set forth in this Agreement and as otherwise established by the BOARD, be the following:

(1) To employ agents, employees and independent contractors.

(2) To purchase, sell, encumber and lease real property; to incur obligations or borrow funds on behalf of the program to the extent permitted by Article 8, §3 of the Idaho Constitution or appropriate statutory provisions; and to purchase, sell, or lease equipment, machinery, and personal property.

(3) To invest funds as allowed by Idaho statutes.

(4) To create, collect funds for, and administer a capital crimes defense fund program.

(5) To carry out such other activities as are necessarily implied or required to carry out the purposes of SILET specified in Article III of this Agreement, even though such undertakings might not be known at the time of entering into this Agreement, or the specific powers enumerated in this Article.

(6) To sue and be sued.

(7) To enter into contracts and leases.

(8) To determine and assess user fees for non-signatory agencies.

(8) To reimburse BOARD members for reasonable and approved expenses incurred in attending to BOARD responsibilities.

(9) To provide security for the official responsibilities of all officers, BOARD members, and employees of SILET.

ARTICLE VII. PARTICIPATION AND RENEWAL

Each fiscal year, any governmental agency performing law enforcement functions in Ada County, Idaho, shall be permitted to participate in the activities of SILET as provided in this Agreement. Participation in SILET shall be limited to those Signatories which have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and which have agreed to pay the required annual contribution. SIGNATORIES agree to the admission of future SIGNATORIES in accordance with provisions of the this Agreement and acknowledge that they shall have no right to object to the addition of such SIGNATORIES provided they are admitted in accordance with the terms hereof. A non-participating SIGNATORY may enter into this Agreement at the beginning of each fiscal year.
In order for a Signatory to continue to be a member of SILET it must, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew its membership in SILET for additional annual Renewal Terms. Each annual renewal of this Lease shall be deemed to be exercised by the Signatory upon the adoption by September 15th of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the Annual Contribution and all other payments payable by the Signatory under the terms of this Agreement. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, Signatory shall deliver to the Board a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the Governing Board of the Signatory adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the Signatory for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year.

ARTICLE VIII.
SIGNATORIES’ RIGHTS AND OBLIGATIONS

(1) The individual Signatories shall have the right to:

(a) Petition the Board to be heard regarding any aspect of program operation.

(b) Withdraw from participation at any time. Signatories recognize that the Program is managed for long-term participation and that contracts that support the program are of one-year or longer duration. Any Signatory’s failure to annually appropriate its pro rata share of the fund shall be considered withdrawal from the SILET. Any Signatory that withdraws shall remain liable for the payment of any contributions unpaid and owing as of the time of withdrawal. Any Signatory that withdraws and seeks to rejoin the SILET at a later date shall be allowed to rejoin upon the payment of the current year assessment for that Signatory plus twenty-five per cent (25%) of the assessment the Signatory would have paid had the Signatory remained a participant in SILET or by the payment of a fee as may be determined by the Board and the affected Signatory.

(2) The obligations of SIGNATORIES shall be as follows:

(a) Unless otherwise agreed by the Board and Signatory, to pay promptly all contributions to SILET at such times and in such amounts as shall be established by the Board pursuant to this Agreement. Any delinquent payments shall accrue interest equivalent to the prime interest rate on the date of delinquency of the financial institution that invests the majority of the SILET funds. Payments will be considered delinquent thirty (30) days following the due date. Coverage and other services shall not continue for Signatories that are delinquent in payment of premiums according to the terms of this Agreement.
(b) To allow SILET and its agents, officers and employees reasonable access to relevant records of the SIGNATORY, including but not limited to financial records, as reasonably required for the administration of SILET and the effective handling of claims for reimbursement brought against SIGNATORIES. Provided however, that all privileges available to the Signatory or SILET through state or federal law or court rule shall remain in full force and effect.

(c) To cooperate fully with the attorneys, officers and employees of SILET in activities relating to the purposes and powers of SILET.

(3) In case of any contest or disagreement involving the operation of SILET, any Signatory and the SILET may agree to use dispute resolution procedures approved by the Board and the Signatory.

ARTICLE IX.
CONTRIBUTIONS

The BOARD shall establish annual contribution amounts for SIGNATORIES not later than April 1 of each year and these contributions shall be established on a per participating officer basis. Additional contributions may be charged when necessary to maintain program funding. Any additional contribution charged by the BOARD may be paid in the current fiscal year by the SIGNATORY or in the next succeeding fiscal year with that year’s regular contribution. Unless otherwise agreed by the Board and Signatory, the SILET reserves the right to condition continued participation by any SIGNATORY upon compliance with specific performance requirements, payment of use fees and such other measures as the Board deems necessary or appropriate. Contribution amounts shall be paid at least semi-annually during the months of February and July.

ARTICLE X.
ESTABLISHMENT OF BOARD

The Board shall be comprised of five (5) law enforcement officials, all of whom shall be law enforcement officials, and each of whom shall occupy one Board Seat. Each member of the Board shall serve for a period of two (2) years, or until a successor is elected or appointed, or unless his or her agency withdraws from SILET. Beginning in the fiscal year 2007, the Board members appointed for Board Seats 1, 3, and 5 shall serve an initial two-year term and for a two-year term every two years thereafter for so long as their Signatory agency is a member of SILET. In the fiscal year 2007, the Board members appointed to Board Seats 2 and 4 shall be serve an initial term of one year, and beginning in the year 2008 shall serve a two-year term and for a two-year term every two years thereafter for so long as their Signatory agency is a member of SILET. A vacancy shall immediately exist on the Board if the Signatory agency from which the Board member serves, withdraws or is otherwise not a participant in the SILET.
The five (5) Signatory agency law enforcement officials holding Board Seats shall be appointed by the following Signatory agencies:

Board Seats 1 and 2: Ada County Sheriff.

Board Seats 3 and 4: City of Boise City.

Board Seat 5: FBI?

ARTICLE XI.
POWERS AND DUTIES OF THE BOARD

The Board shall have the following powers and duties:

(1) To annually elect a chairman and vice-chairman. Each officer shall serve until his or her successor is elected.

(2) To admit or expel Signatories in accordance with this Agreement.

(3) To establish contribution amounts and payment procedures for Signatories.

(4) To establish program design.

(5) To provide for selection of all personnel and contractors necessary for the administration of SILET, including the appointment of a primary administrator to supervise the business of the Program and carry out functions delegated by the Board.

(6) To establish a schedule for Board meetings.

(7) To fill vacancies on the Board by majority vote of the remaining members for the unexpired term.

(8) To exercise all powers of SILET, except powers reserved to the Signatories.

(9) To prepare, adopt and oversee SILET's budget.

(10) To make reports to the Signatories.

(11) To provide oversight of activities and procedures.

(12) To provide for the investment and disbursement of funds.

(13) To establish by-laws, rules and regulations governing its own conduct and procedures and the powers and duties of its officers, not inconsistent with this Agreement.

(14) To provide to Signatories an annual report of operations and financial affairs.
To form committees and advisory panels; and to provide other services as needed by SILET. The Board shall determine the method of appointment and terms of members of committees and advisory panels.

To submit to Signatories a subsequent, substitute, or replacement Joint Powers Agreement at the date of periodic renewal for acceptance by Signatories, if such is required.

Dissolve SILET and disburse its assets when Board action is accompanied by a majority (note: this doesn’t work if there are only two) vote of the entire number of Signatories. Notice of such intent shall be provided to all Signatories at least thirty (30) days before any such vote regarding dissolution.

To establish an Operating Committee consisting of two members appointed by the Ada County Sheriff, two members appointed by the Boise City Chief of Police, one member appointed by the FBI.

To do or delegate all acts necessary and proper for the implementation of this Agreement.

ARTICLE XII. MEETINGS OF THE BOARD

The BOARD may set a time and place for regular meetings in accordance with applicable law. All provisions of law applicable to public meetings shall be observed.

A majority of seated Board members shall constitute a quorum to do business. All formal acts of the BOARD shall require a majority vote of the members present and voting.

ARTICLE XIV. DUTIES OF OPERATING COMMITTEE

The Operating Committee shall have the following responsibilities:

a. Establish operating hours. Operating hours shall not exceed 7:00 a.m. to 10:00 p.m.

b. Establish usage protocols;

c. Establish training range rules and regulations; and

d. Such other matters as may be assigned by the Board.

ARTICLE XV. LIABILITY OF BOARD

The members of the Board and officers of SILET should use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their
duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No Board member shall be liable for any action taken or omitted by any other Board member. The assets of SILET shall be used to defend and indemnify any Board member, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for SILET as public officials in the state of Idaho. SILET may purchase insurance providing coverage for Board members, officers and employees.

ARTICLE XVI. WITHDRAWAL FROM PARTICIPATION

Any Signatory may withdraw from SILET by giving thirty days notice in writing to the Board of its intent to withdraw. The continuing rights of any withdrawing Signatory shall be asset forth in this Agreement.

ARTICLE XVII. EXPULSION OF SIGNATORIES

(1) By a majority vote of the entire Board, any Signatory may be expelled. Expulsion shall take effect in accordance with the terms of the action expelling the Signatory, and expulsion may be carried out for one or more of the following reasons:

(a) Failure to make any payments due to SILET.
(b) Failure to fully cooperate with the attorneys, agents, employees, or officers of SILET.
(c) Failure to carry out any obligation of a Signatory which impairs the ability of SILET to carry out its purpose or powers.
(d) Failure of its officers to follow the rules and procedures established by the Operating Committee.

(2) No Signatory may be expelled until after notice from the Board of the alleged failure along with the reasonable opportunity (not less than thirty (30) days) to cure, if the situation is curable. Notice to a Signatory shall state whether a cure is possible. The Signatory may request a hearing before the Board before any final decision, which shall be held no more than fifteen (15) days after the expiration of the time to cure has passed or notice of expulsion has been provided. If a decision to expel is affirmed after hearing, such date of expulsion shall relate back to the date of initial Board action from which the notice of intent to terminate derives. The rights of any expelled Signatory shall be as set forth in this Agreement or upon such other terms and conditions as the Board may negotiate with the expelled Signatory. The Board’s decision shall be final.

ARTICLE XVIII. RIGHTS UPON WITHDRAWAL, EXPULSION OR TERMINATION
Any Signatory separating from SILET (withdrawing, expelled, or terminated) shall not be entitled to any reimbursement of contributions that have been paid unless otherwise required by provisions of applicable law. Any Signatory separating from SILET shall not be required to contribute for future fiscal years, unless such Signatory desires to rejoin, in which case the provisions of this Agreement shall control the process.

ARTICLE XIX.
BINDING CONTRACTUAL OBLIGATION

This document shall constitute a binding contract among the Signatories. The terms of this Agreement may be enforced in court by SILET itself or by any of its Signatories. The consideration for the duties herewith imposed upon the Signatories to take certain actions and to refrain from certain other actions is based upon the mutual promises and Agreements of the Signatories set forth herein. This Agreement shall be approved according to law by each Signatory and by signature affixed hereto. Each Signatory asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this Agreement by virtue of informalities in its approval. Except to the extent of the financial contributions to SILET agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no Signatory agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Signatory. The contracting parties intend in the creation of SILET to establish an organization for the Program only, and only within the scope set out in this Agreement, and have not created as between any Signatory and any other Signatory or Signatories, any relationship of surety or indemnitor, nor by participating does any Signatory assume responsibility for the debts of or claims against any other Signatory.

ARTICLE XX.
DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF SILET

In the event of termination of this Agreement such that SILET is dissolved, all unused consumable supplies, non-consumable supplies or other property acquired by SILET shall be disposed of in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the Signatories at a rate equal to each Signatory’s pro rata share of the cumulative contributions paid to SILET from the time the SILET began until the time that it was terminated or dissolved. The Board shall make said determination of asset distribution in good faith.

ARTICLE XXI. SEVERABILITY

In the event that any Article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other Articles, provisions, clauses, applications or occurrences, and this Agreement is expressly declared to be severable.
ARTICLE XXII.  
POWER OF ATTORNEY - EXPENSES AND DUTIES

(1) Signatory agrees that the Board may delegate powers to an Administrator in accordance with this Agreement.

(2) The Administrator, if appointed by the Board, is hereby empowered by the undersigned to accept service of process on behalf of SILET. The general services to be performed by the Administrator shall be designated by the Board. The Administrator's obligations and liability shall be limited by the terms and conditions of this Agreement and by the Idaho Tort Claims Act.

ARTICLE XXIII. MISCELLANEOUS PROVISIONS - NOTICE

(1) The provisions of this Agreement shall be interpreted pursuant to the laws of the state of Idaho.

(2) The parties hereto consent that courts in the state of Idaho shall have jurisdiction over any dispute arising under this Agreement. If reasonable attorney fees are incurred in enforcing provisions of this Agreement in a court of law, the prevailing party to such an action shall be entitled to reimbursement of its reasonable attorney fees.

(3) No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

(4) This Agreement may be modified or amended by a written Agreement entered into by the Board and member Signatories. Provided, however, no such modification shall be effective retroactively unless agreed to all parties hereto. Modifications may be made effective during a fiscal year only to comply with applicable laws respecting operation of SILET or with express consent of the Signatories.

(5) All notices required to be given under this Agreement shall be delivered in writing. Notices by a Signatory to SILET shall be sent to SILET in care of Notices to any Signatory shall be sent to the Signatory’s address as provided on its signature page to this Agreement. In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to each of the other parties by United States Mail in accordance with the terms and provisions of this Article.

ARTICLE XXIV. EXECUTION AND ATTEST

In Witness hereof, this Agreement is executed on the day of 2007, by the undersigned who are duly authorized officer(s) of the Signatory(s) indicated.
Board of Ada County Commissioners

By:

Fred Tilman, Chairman

By:

Paul R. Woods, Commissioner

By:

Rick Yzaguirre, Commissioner

ATTEST:

J. David Navarro, Ada County Clerk
City of Boise

By:

David Bieter, Mayor

ATTEST:

Annette Mooney, City Clerk
Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>1.1</td>
<td>Property Evaluation Criteria</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>Limitations</td>
<td>2</td>
</tr>
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<td>Property Description</td>
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<td>Property Improvements</td>
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<td>Idaho Fish &amp; Game Blacks Creek Range</td>
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<td>3.3.1</td>
<td>Property Description</td>
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<td>Property Improvements</td>
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<td>Property Improvements Preliminary Budget</td>
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<td>Summary</td>
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Table 1: Summary of Locations and Evaluation Criteria 5
Table 2: Preliminary Improvement Budgets - Quarry Property 9
Table 3: Preliminary Improvement Budgets - Police Association Property 13
Table 4: Preliminary Improvement Budgets - Idaho Fish & Game Property 17
Table 5: Summary of Property Improvement Costs 18

Figure 1: Location of Identified Properties 4
Figure 2: Quarry Property and Surrounding Area 6
Figure 3: Quarry Property 7
Figure 4: Existing Police Range and Surrounding Area 10
Figure 5: Existing Police Range Property 11
Figure 6: Idaho Fish & Game and Surrounding Area 14
Figure 7: Idaho Fish & Game Property 15

Appendix A: Quarry Property
   A-1 Property Evaluation and Site Photos
   A-2 Oversized Maps

Appendix B: Police Association Property
   B-1 Property Evaluation and Site Photos
   B-2 Analytical Data
   B-3 Appraisal Report
   B-4 Oversized Maps

Appendix C: Idaho Fish & Game Blacks Creek Property
   C-1 Property Evaluation and Site Photos
   C-2 Conditional Use Permit
   C-3 Range Safety Plan
   C-4 Marketing Information
   C-5 Oversized Maps

TRS RANGE SERVICES
Project # 0R06002
Boise Police Department  Page 1
1.0 Introduction

TRS RANGE SERVICES has completed the review of properties for the Boise Police Department, Boise Idaho (Contract 06-CON-099). The project included the evaluation of properties for potential use as a small arms firing range and training facility for the Boise Police Department. This report summarizes three properties identified within approximately 20 miles of the downtown Boise Area (7200 Barrister Ave).

The properties include city and non-city owned facilities that include two existing firing ranges and one vacant commercial facility. The properties with existing firing range land use may be considered advantageous in that it is anticipated that less improvement or community opposition would be involved at those locations. However, a department may be required to work around or "make do" with existing conditions to develop a range that meets their needs. Ranges developed in the past did not anticipate today's land development, bullet containment, safety and environmental concerns. A department may want to modify an existing range to meet its needs.

There are currently no set design standards for the development of small arms ranges with exception of military agencies. Design criteria often include guidelines and recommendations from the National Rifle Association and other agencies. The basic conditions of new range design and development should incorporate community concerns, environmental issues as well as meet the Department training requirements. The primary issues addressed in small arms firing range design include:

1. Bullet Containment and safety issues- the objective of any bullet containment is to keep rounds within the range and intended area. Ranges can achieve bullet containment with a properly designed backstop as its primary containment but often install secondary containment that may include side berms (wood, concrete, earthen) and overhead baffling.
2. Sound Mitigation- Natural vegetation is an aesthetic approach in helping mitigate sound at ranges. Sound cannot be eliminated at ranges but can be minimized with the proper design and implementation.
3. Environmental Management- Environmental issues at ranges include the possible introduction of metals (primarily lead) into soil, air and water. Environmental management of these issues is recommended to limit potential larger remediation efforts.

The opportunity to design and locate a new small arms range on vacant land offers the end users the opportunity to address these issues at the forefront of the project.

The following section summarizes the evaluation criteria used in evaluating the identified properties.

1.1 Property Evaluation Criteria

The evaluation of properties included the above-identified issues as well as additional criteria that included the following:

- Location
  The location for a range should consider travel distances for training personnel; proximity to future development and environmental issues. The initial criteria for location is based on the following:
  - City owned property within 30 miles or less of the center of Boise, Idaho
  - Non-City owned property within 30 miles or less of the center of Boise, Idaho
- Accessibility
  Access to a property from major roadways is considered an important aspect to selecting viable properties. Many land parcels may meet criteria but road, access and utility improvements may be costly.
- Environmental Issues
Environmental issues for ranges include proximity to water (no shooting should occur over water features) and drainage as well as natural resource management (cultural, biological and archeological). Properties where drainage can be controlled and natural resource management issues are minimal are preferred.

- **Sound Mitigation**
  Properties that contain natural (vegetation, hillsides) are advantageous in that they provide a natural setting for sound mitigation. Sound that is considered noise by some neighbors cannot be eliminated at firing ranges however natural land features can offer mitigation measures.

- **Bullet Containment**
  Bullet containment at firing ranges is a primary concern in selecting a new firing range location. The objective of all bullet containment is to keep rounds within the confines of the backstop while offering a potential secondary buffer or containment. The consideration of a new range location should consider the placement and orientation of the shooting area to evaluate possible limitations to bullet containment.

- **Potential for Land Development and Land Use**
  The potential for improvements and land use of vacant properties should be considered in evaluating potential firing range locations. The ease and ability of working grades and elevations in construction of new ranges will affect construction costs. This area of consideration includes topography, natural and improved landscaping as well as security concerns. Land development of surrounding areas was also considered as the development of a firing range within potential future residential property may cause future problems with noise issues.

For the three properties identified within this report, a preliminary budget was prepared based on current site conditions and available information. The preliminary budgeting information assumed that each range would include a minimum of facilities and improvements. The facilities would be either existing or would be required to be installed at any new location selection. These facilities would include the following:

- Building for administrative and classrooms, including power, electric
- Restroom facilities (male and female)
- Parking area
- Secured access (gate)
- Bullet containment- primary (100 feet wide)
- Bullet containment- secondary (Berms, Baffles)
- Sound mitigation (Vegetation)
- Shooting lanes (minimum of 20)
- Covered Shooting Area
- Range Tower
- Environmental management

### 1.2 Limitations

The evaluation is based on information provided to TRS by the Boise Police Department and reasonably available information on properties. All information should be reviewed carefully and evaluated by the Police Department in consideration of changes to department needs and changes in development of the identified areas. The evaluation did not include evaluation of environmental site investigations, traffic studies or permitting requirements. The properties selected have the ability to meet the Boise Police Department Training needs. A preliminary budget for improvements was prepared for comparison of each property. The cost did not include any potential environmental, natural resource management, zoning, legal or negotiations for property purchase requirements.

### 2.0 Boise Police Department Training Requirements

The Boise Police Department currently has 285 sworn officers. The department qualifies with their rifles, shotguns and pistols 4 times a year, including snipers and SWAT personnel. The qualification procedure typically includes 20 shooters with 5 trainers and is a non-static (shoot and move) course.
3.0 Property Evaluations

Three properties were evaluated for use by the Boise Police Department as a small arms firing range and training facility. The properties, not in any order of preference, include the following:

City Owned Property
- Quarry Property East of Airport, South Gekeler Lane

Non-City Owned Property
- Existing Police Association Firing Range, Richard Lindever Memorial Firearms Range, 1800 Mountain Cove Rd
- Idaho Fish & Game Blacks Creek Firing Range, 2420 E. Kuna Mora Road

Figure 1 includes the locations of each of these properties relative to downtown Boise. Site visits were conducted at each location to develop a better understanding of potential issues for site development. Table 1 includes a summary of each site relative to the evaluation criteria.

The following sections summarize each location and their potential for use a small arms firing range for Boise Police Department.

3.1 Quarry Property, South Gekeler Lane

The city owned property is located on S. Gekeler Lane, accessed from Gowen Road. Information obtained during the site evaluation and site photographs are included in Appendix A-1. The site and surrounding area are shown on Figure 2 and Figure 3. Additional oversized area maps are included in Appendix A-2.

3.1.1 Property Description

The Quarry property is listed as being owned by Boise City and is located at the eastern edge of the Boise Airport, less than 10 miles from downtown Boise. The property is accessed from Gowen and S. Gekeler Lane. There is a paved roadway to the quarry and the property is secured with a chain link fence. The location and depth of the quarry property may be advantageous for use as firing range based on the presence of an existing sound (airport traffic), limited chance for development and residential use, and a natural backstop wall and sound barrier with the depth of the quarry (estimated 30 feet below grade). Limited sound mitigation would be anticipated at the site. The location provides a natural buffer zone with existing primary and secondary containment opportunities. The site appears to be well drained with no perennial drainage features present. The existing status of any environmental issues with the site, if any is unknown at this time.
3.1.2 Property Improvements

The development of the quarry as a firing range would require the following activities:

- Design/construction of building for administrative and classrooms, including restroom facilities
- Minor improvements to the roadway and parking area
- Construction of a bullet containment backstop
- Construction of berm
- Construction of concrete walkways
- Range Tower, Covered Shooting Area
- Hepa Filtration

3.1.3 Property Improvement Preliminary Budget

Table 2 summarizes the preliminary budget for land improvements at the Quarry Property.

3.2 Existing Police Association Firing Range

The existing Police Association range located at 1800 Mountain Cove Road offers a benefit in land use modifications based on the current use of the property as a firing range. A description of the site evaluation and site photographs are included in Appendix B-1. Information was obtained from an Appraisal Report of the Boise Police Association Clubhouse, August 1 2005. A copy of the Appraisal Report is included in Appendix B-2. Additional aerial photographs of the site location are included in B-3.

3.2.1 Property Description

The property includes approximately 8.5 acres of land that includes shooting and parking that is secured with a chain link fence. The range is accessible by existing roads and conveniently located less than 10 miles from the downtown area. The existing range contains a facility (with utilities) that could be used for classroom and administrative needs. The current use of the property, as a firing range would reduce the potential land development costs as compared to unoccupied land. The area of the range is primarily rural with some residential properties (less than 0.1 mile) adjacent to the range as well as hiking trails adjacent to the property (Figure 4, and 5) show the location of the existing firing range and marked site features.

3.2.2 Property Improvements

The review of the range did identify some improvements would be required although the range could be used as it currently is constructed. The recommended improvement include the following activities:

- Lead removal from existing earthen bullet containment area. Information was not available on any or lead removal from the existing bullet containment area. Observations of the backstop did identify bullets and fragments at the surface as well as the presence of erosion gullies in areas of high impact. The maintenance required would include the screening of lead bullets and disposal from the site. Owners of existing firing ranges have the ability to remove and recycle lead from backstops rather than testing and possible disposal as hazardous material provided certain conditions exist (no frangible materials used at range). Should the range be closed and no longer used, the ability to recycle lead is no longer available and environmental regulations may be imposed.
- Maintenance of existing earthen bullet containment area. The erosion gullies or high impact areas should be filled and the backstop slope worked to a consistent grade. This will minimize further erosion and potential fragmentation toward the shooter.
- Sound mitigation-An increase of vegetation, north and west of the range will help reduce sound in the direction of the closest residential property.
### Table 2
Preliminary Budget for Improvements
Former Quarry Property

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Comments</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Building for administrative and classrooms,</td>
<td>Design/Construction not including power, electric, water, sewer utilities (1500 sf)</td>
<td>$375,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Restroom facilities (male and female)</td>
<td>Included above</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Parking area</td>
<td>Existing, some improvements to road and parking</td>
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<tr>
<td>4</td>
<td>Secured access (gate)</td>
<td>Existing</td>
<td>$0.00</td>
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<tr>
<td>5</td>
<td>Bullet containment- primary (100 feet wide)</td>
<td>New Backstop</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Bullet containment- secondary (Berms, Baffles)</td>
<td>Berm improvements, Baffles not included</td>
<td>$85,000.00</td>
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<tr>
<td>7</td>
<td>Sound mitigation (Vegetation)</td>
<td>Not Required</td>
<td>$0.00</td>
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<tr>
<td>8</td>
<td>Shooting lanes (minimum of 20)</td>
<td>Concrete Walkways/shooting lanes</td>
<td>$95,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Covered Shooting Area</td>
<td>100 feet wide</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Range Tower</td>
<td>1-tower, visually only</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Environmental</td>
<td>Hepa Filtration System</td>
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<tr>
<td></td>
<td></td>
<td>Lead Recycling</td>
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<tr>
<td>12</td>
<td>Other</td>
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<td>Land Purchase Price</td>
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<td>Total</td>
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</tr>
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</table>

Notes: The estimate is for budgeting purposes only and does not include any City specific bonding, insurance requirements or contingency factors. Actual prices may vary based on time and type of competitive bid.
Shooting orientation- the current shooting orientation is to the east. A change to the shooting orientation to the north and the addition of west berm will allow for additional benefits at the range, including increased sound reduction, improved light conditions, improved access to parking area.

A preliminary review of analytical data collected at the police range indicated lead concentrations between 4.8 milligrams per kilogram (mg/kg) and 47.8 mg/kg in soil (collected at 24 inches below grade) in soil and less than 0.005 milligram per liter (mg/L) in water.

Additional samples were collected for toxicity characteristic leachate procedure (TCLP) lead analysis, which indicated leachable lead concentrations at < 0.37 mg/L. The US EPA Resource Conservation and Recovery Act (RCRA) regulations set the limit of leachable lead in lead-containing waste at 5.0 mg/L (milligrams per liter). Leachable lead means the amount of lead likely to leach from the waste into the surrounding soil of a landfill. Lead containing waste that equals or exceeds the RCRA limit must be transported to a hazardous waste treatment, storage, or disposal facility. The TCLP test is typically conducted to characterize soil that will be removed from the site. Copies of the analytical data provided to TRS are included in Appendix B-4.

The analytical data provides limited information on site conditions and does not appear to represent an environmental investigation. Environmental professionals should be consulted if environmental investigations are required at the site. It is anticipated that active firing ranges would contain lead concentrations based on the nature and intended use of the property. An environmental investigation would typically be required if requested by state agencies or if the property were to cease use as a firing range.

3.2.3 Property Improvement Budgetary Costs

Table 3 summarizes the preliminary budget for potential land improvements to upgrade the facility.

3.3 Idaho Fish & Game, Blacks Creek Firing Range

The Idaho Fish & Game operate an existing public pistol and rifle firing range identified as Blacks Creek Firing Range located at 2420 East Kuna Mora Road, Kuna, Idaho. Site photographs and information obtained during the site visit are included in Appendix C-1. The site and surrounding area are shown on Figures 6 and 7.

3.3.1 Property Description

The property consists of approximately 61 acres of land with adjacent properties controlled by the Bureau of Land Management, that include Blacks Creek Reservoir. There is one ranch property within 0.5 miles southeast of the range area. A conditional use permit was issued in 1979 for the firing range with limitations on shooting between the hours of 8:00 am and 9:00 pm. A copy of the Conditional Use Permit is included in Appendix C-2. There are six ranges at the site as well as a full time manager residence, classroom building with handicapped public restrooms. The existing ranges include a 200-yard, 100-yard, 50-yard pistol, shotgun trap range, western action and 500 meter black powder range. The current and past use (over 25 years) of this facility as an active firing range facility is advantageous for the addition of a police range. It is not likely that additional shooting at a police range on this site would draw comments concerning noise issues. The facility operates under an existing Range Safety and Operations Plan (Appendix C-3). Additional information on the range is included in Appendix C-4 with oversized maps included in C-5.
### Table 3
Preliminary Budget for Upgraded Improvements
Existing Police Association Range

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<tr>
<td>2</td>
<td>Restroom facilities (male and female)</td>
<td>Existing, some improvements may be required</td>
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<tr>
<td>3</td>
<td>Parking area</td>
<td>Existing, some improvements to road and parking</td>
<td>$100,000.00</td>
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<tr>
<td>4</td>
<td>Secured access (gate)</td>
<td>Existing</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bullet containment- primary (100 feet wide)</td>
<td>Backstop Improvements</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Bullet containment- secondary (Berms, Baffles)</td>
<td>Berrn Improvements</td>
<td>$40,000.00</td>
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<td>7</td>
<td>Sound mitigation (Vegetation)</td>
<td>Softscape</td>
<td>$101,250.00</td>
</tr>
<tr>
<td>8</td>
<td>Shooting lanes (minimum of 20)</td>
<td>Concrete Walkways/shooting lanes</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Covered Shooting Area 100 feet wide</td>
<td></td>
<td>$15,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Range Tower 1-tower, visually only</td>
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<td>$15,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Environmental</td>
<td>Hepa Filtration System</td>
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<td>Lead Recycling</td>
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<td>12</td>
<td>Other</td>
<td>Removal of Existing Rail Car</td>
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<td>Subtotal</td>
<td>$516,250.00</td>
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<td>Land Purchase Price (based on Appraisal Report, market value)</td>
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<td>Total</td>
<td>$1,248,250.00</td>
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</table>

Notes: The estimate is for budgeting purposes only and does not include any City specific bonding, insurance requirements or contingency factors. Actual prices may vary based on time and type of competitive bid.
3.3.2 Property Improvements

A new police range at Blacks Creek would require negotiation with Idaho Fish & Game for space and construction activities. The following property improvements would require the police department construct a new facility and shooting area for their sole use.

- Design/construction of building for administrative and classrooms, including restroom facilities
- Improvements to the roadway and parking area
- Construction of a bullet containment backstop
- Construction of berm
- Construction of concrete walkways
- Range Tower, Covered Shooting Area
- Hepa Filtration for surface water drainage

3.3.3 Property Improvements Budgetary Costs

Table 4 summarizes the preliminary budget for land improvements at the Blacks Creek Range.

4.0 Summary

Three properties have been evaluated for potential use as a small arms firing range for the Boise Police Department. These properties include:

- Quarry Location east of airport
- Existing Police Association Range
- Idaho Fish & Game Blacks Creek Range

Each of the locations contain the following conditions that are suitable for a firing range for the Boise Police Department:

- All properties are located within 20 miles of downtown Boise.
- The properties are easily accessible from major roadways, although some upgrades may be warranted.
- All properties are located within large lot sizes that offer a buffer zone, and potential for primary and secondary bullet containment.
- Each property has sound receptors within 0.5 miles of the shooting area, although neighbors to the existing ranges may be accustomed to shooting events and the airport location would have competing air traffic sounds.
- Each property would include some modification to meet the needs of the Boise Police Department.

Preliminary budgets associated with the improvements at each location are summarized in Table 5. The budget do not include any potential property purchase or lease options, with exception of the Police Association Range that includes the market value price according to the enclosed Appraisal Report.
## Table 4
Preliminary Budget for Improvements
Idaho Fish & Game Blacks Creek Range

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Comments</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Building for administrative and classrooms, including power, electric</td>
<td>Design/Construction not including power, electric, water, sewer utilities (1500 sf)</td>
<td>$375,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Restroom facilities (male and female)</td>
<td>Included</td>
<td>$-</td>
</tr>
<tr>
<td>3</td>
<td>Parking area</td>
<td>Existing, some improvements to road and parking</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Secured access (gate)</td>
<td>Existing</td>
<td>$-</td>
</tr>
<tr>
<td>5</td>
<td>Bullet containment- primary (100 feet wide)</td>
<td>Backstop Improvements</td>
<td>$70,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Re-Orienting Backstop</td>
<td>$-</td>
</tr>
<tr>
<td>6</td>
<td>Bullet containment-secondary (Berms, Baffles)</td>
<td>Berm Improvements and Baffling</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Sound mitigation (Vegetation)</td>
<td>Softscape</td>
<td>$-</td>
</tr>
<tr>
<td>8</td>
<td>Shooting lanes (minimum of 20)</td>
<td>Concrete Walkways/shooting lanes</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Covered Shooting Area</td>
<td>100 feet wide</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Range Tower</td>
<td>1-tower, visually only</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Environmental</td>
<td>Hepta Filtration System</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lead Recycling/Maintenance</td>
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<tr>
<td>12</td>
<td>Other</td>
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<td></td>
<td>Land Purchase Price (To be negotiated)</td>
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<tr>
<td></td>
<td></td>
<td>Total</td>
<td>$880,000.00</td>
</tr>
</tbody>
</table>

Notes: The estimate is for budgeting purposes only and does not include any City specific bonding, insurance requirements or contingency factors. Actual prices may vary based on time and type of competitive bid.
4.0 Summary

Three properties have been evaluated for potential use as a small arms firing range for the Boise Police Department. These properties include:

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- Idaho Fish & Game Blacks Creek Range

Each of the locations contain the following conditions that are suitable for a firing range:

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- The properties are easily accessible from major roadways, although some upgrades may be warranted.
- All properties are located within large lot sizes that offer a buffer zone, and potential for primary and secondary bullet containment.
- Each property has sound receptors within 0.5 miles of the shooting area, although neighbors to the existing ranges may be accustomed to shooting events and the airport location would have competing air traffic sounds.
- Each property would include some modification to meet the needs of the Boise Police Department.

The cost associated with the improvements at each location is summarized in Table 5.
4.0 Summary

Three properties have been evaluated for potential use as a small arms firing range for the Boise Police Department. These properties include:

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- Existing Police Association Range
- Idaho Fish & Game Blacks Creek Range

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The cost associated with the improvements at each location is summarized in Table 5.
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quarry Property</th>
<th>Existing Police Range</th>
<th>Idaho Fish &amp; Game</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Building for administrative and classrooms, including power, electric</td>
<td>$375,000.00</td>
<td>$25,000.00</td>
<td>$375,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Restroom facilities (male and female)</td>
<td>-</td>
<td>$10,000.00</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Parking area</td>
<td>$79,000.00</td>
<td>$100,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Secured access (gate)</td>
<td>-</td>
<td>-</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Bullet containment- primary (100 feet wide)</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Bullet containment-secondary (Berms, Baffles)</td>
<td>$85,000.00</td>
<td>$40,000.00</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Sound mitigation (Vegetation)</td>
<td>-</td>
<td>$101,250.00</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>Shooting lanes (minimum of 20)</td>
<td>$95,000.00</td>
<td>$65,000.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Covered Shooting Area</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Range Tower</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Environmental</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Other</td>
<td>-</td>
<td>$60,000.00</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td>$744,000.00</td>
<td>$516,250.00</td>
<td>$880,000.00</td>
</tr>
<tr>
<td></td>
<td>Land</td>
<td>Unknown</td>
<td>$728,000.00</td>
<td>$Unknown</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$744,000.00</td>
<td>$1,245,250.00</td>
<td>$810,000.00</td>
</tr>
</tbody>
</table>
### Table 5
Summary of Property Improvement Costs
Boise Police Department

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quarry Property</th>
<th>Existing Police Range</th>
<th>Idaho Fish &amp; Game</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Building for administrative and classrooms, including power, electric</td>
<td>$375,000.00</td>
<td>$25,000.00</td>
<td>$375,000.00</td>
</tr>
<tr>
<td>2</td>
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<td>$-</td>
<td>$10,000.00</td>
<td>$-</td>
</tr>
<tr>
<td>3</td>
<td>Parking area</td>
<td>$79,000.00</td>
<td>$100,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Secured access (gate)</td>
<td>$-</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Bullet containment- primary (100 feet wide)</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$-</td>
</tr>
<tr>
<td>6</td>
<td>Bullet containment- secondary (Berms, Baffles)</td>
<td>$85,000.00</td>
<td>$40,000.00</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>7</td>
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<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Other</td>
<td>$-</td>
<td>$60,000.00</td>
<td>$-</td>
</tr>
</tbody>
</table>

Subtotal: $744,000.00

Land: Unknown
Subtotal: $728,000.00

Total: $744,000.00

$1,245,250.00

$810,000.00

**Note:** The table includes costs for various improvements to the Quarry Property, Existing Police Range, and Idaho Fish & Game properties. The totals for each category are calculated and presented at the bottom of the table.
### Property Information

<table>
<thead>
<tr>
<th>Site Address:</th>
<th>S. Gekeler Lane (east of airport)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Map ID:</td>
<td>S1035233600 Boise City Air Terminal</td>
</tr>
<tr>
<td>Zoning:</td>
<td>Industrial/Commercial</td>
</tr>
<tr>
<td>Acreage:</td>
<td>~300 ac</td>
</tr>
<tr>
<td>Distance from Downtown Boise:</td>
<td>~6.5 miles (est. 9 min)</td>
</tr>
<tr>
<td>Owned By:</td>
<td>City of Boise</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Current Land Use:</td>
<td>Vacant (former gravel quarry)</td>
</tr>
<tr>
<td>Adjoining Properties:</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Boise City (Boise Air Terminal)</td>
</tr>
<tr>
<td>S</td>
<td>Commercial/Kissler Ent. Limited Part.</td>
</tr>
<tr>
<td>E</td>
<td>Boise City (Boise Airport) Ent. Limited Part.</td>
</tr>
<tr>
<td>W</td>
<td>Boise Airport (Boise Air Terminal)</td>
</tr>
</tbody>
</table>

Comments: Former gravel quarry with paved access. Gravel pit is approximately 30 feet below road grade.

### Considerations For Use as Small Arms Range

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Size Including Buffer Zone</td>
<td>The depth of the quarry lends itself as a natural buffer as well as location of airport that would prevent future development.</td>
</tr>
<tr>
<td>2. Location</td>
<td>Accessibility: Good, minimal traffic. Utilities: Electric Power, other utilities unknown</td>
</tr>
<tr>
<td>3. Environmental Considerations</td>
<td>Any Existing Water Features: Quarry is dry, no other visible standing water features. Drainage Features: Natural drainage through quarry. Natural Resource Mgt: No biological or endangered species surveys were conducted.</td>
</tr>
<tr>
<td>4. Bullet Containment</td>
<td>Range Orientation: The quarry would allow the range to be oriented to the northeast (preferred direction to minimize sun glare). Buffer Zone (Secondary Containment): The quarry walls and depth would provide a natural secondary containment.</td>
</tr>
<tr>
<td>5. Sound Transmission</td>
<td>Nearest Sound Receptor: Commercial properties south 0.25 miles. Natural Sound Mitigation: None, sound would be directed upward.</td>
</tr>
<tr>
<td>6. Land Use</td>
<td>Topography: Pit, level within the pit</td>
</tr>
<tr>
<td>Natural Landscaping</td>
<td>None, quarry</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>7.Security</td>
<td>Barbed wire fence around pit</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>8.Land Improvement Requirements</td>
<td></td>
</tr>
<tr>
<td>Training Building</td>
<td>Training Bdg would need to be built</td>
</tr>
<tr>
<td>Parking Area</td>
<td>Paving and improvements required</td>
</tr>
<tr>
<td>Range construction</td>
<td>Range design would be required</td>
</tr>
<tr>
<td>Backstop, Baffling, Berms</td>
<td>New backstop, baffling would be required</td>
</tr>
<tr>
<td>Utilities</td>
<td>Electric available, water and sewer would be required</td>
</tr>
<tr>
<td>Restrooms</td>
<td>Required as part of design</td>
</tr>
<tr>
<td>Covered Shooting Area</td>
<td>Required</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Comments:
The property will experience noise from the adjacent airport. Coordination with airport authority may be required to allow shooting of firearms around airport.

Site Visit Performed by: Kerry O’Neal

Date: 6/13/06
**Property Evaluation**

**Property Information**

<table>
<thead>
<tr>
<th>Site Address:</th>
<th>1800 Mountain Cove Rd Richard Lindever Memorial Firearms Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Map ID:</td>
<td>S1001244200, Ada County</td>
</tr>
<tr>
<td>Zoning:</td>
<td>RP - Rural Preservation</td>
</tr>
<tr>
<td>Date:</td>
<td>5-19-06</td>
</tr>
<tr>
<td>Acreage:</td>
<td>~8.5</td>
</tr>
<tr>
<td>Distance from Downtown Boise:</td>
<td>~6 miles</td>
</tr>
<tr>
<td>Owned By:</td>
<td>Boise Police Assn.</td>
</tr>
</tbody>
</table>

| Current Land Use: | Existing Small Arms Range |
| Adjoining Properties: | N, Open Land/Rural/Private | S, Open Land/Rural/Private | E, Open Land/Rural/Private | W, Open Land/Rural/Private |
| Comments: | Current Firing Range is in use approximately 23 years. The property is located within the Curlew Gulch and Fort Boise Military Reserve that includes hiking and biking trails that run adjacent to the range. The property is just outside the Old Military Reservation Boundary. |

**Considerations For Use as Small Arms Range**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Size Including Buffer Zone</td>
<td>The property is approximately 8.5 acres with the shooting area bordered by a hillside. (See Figure 1)</td>
</tr>
<tr>
<td>2. Location</td>
<td>Accessibility</td>
</tr>
<tr>
<td>Utilities</td>
<td>Telephone, electricity, and water, with septic system</td>
</tr>
<tr>
<td>3. Environmental Considerations</td>
<td>Bullet Containment should have lead recycling maintenance event</td>
</tr>
<tr>
<td>Any Existing Water Features</td>
<td>Freestone Creek runs west along the northern boundary of range</td>
</tr>
<tr>
<td>Drainage Features</td>
<td>Surface Water Drains west to Freestone Creek</td>
</tr>
<tr>
<td>Natural Resource Mgt</td>
<td>Biological and endangered species were not evaluated.</td>
</tr>
<tr>
<td>4. Bullet Containment</td>
<td>Existing bullet is an earthen backstop (See Figure 2)</td>
</tr>
<tr>
<td>Range Orientation</td>
<td>Currently is to the east.</td>
</tr>
<tr>
<td>Buffer Zone (Secondary Containment)</td>
<td>Rolling hills</td>
</tr>
<tr>
<td>5. Sound Transmission</td>
<td>Nearest Sound Receptor</td>
</tr>
<tr>
<td>Natural Sound Mitigation</td>
<td>Hills to north and east, partially to south. Additional sound mitigation may be required west of range.</td>
</tr>
</tbody>
</table>
Additional Comments:
The current land use of the property as a shooting range is a benefit in considering this property. The range could be used as is, however, TRS recommends modifications to improve the range as indicated above.

TRS reviewed analytical data provided by the Police Association for samples collected 4/14/06 and 4/24/06. The analytical data indicated lead concentrations at 24 inches below grade between 4.8 and 47.8 milligrams per kilogram. Additional TCLP characterizations of samples collected at 12 inches below grade was below 0.37 mg/L. A water sample collected from the site indicated lead at less than 0.005 mg/L. No additional information was provided on the sampling method or decontamination procedures. The lead concentrations reported do not indicate high concentrations of lead, however, the sampling does not represent a full characterization of the site. Additional information would be required to make an evaluation of the environmental conditions at the site. The TCLP analysis is an indication of waste classification which would only be required if soil were removed from the range. The TCLP analysis is not an indication of lead concentrations in the soil, only that any soil disposed from the site would not be classified as hazardous. If the property is to be used other than a firing range an environmental investigation and possible remediation would be required. Given the use of the property as a firing range it is likely that lead will be present in soil. A typical firing range would perform lead removal from the backstop as part of its maintenance practices.

An Appraisal Report prepared by Mountain States Appraisal and Consulting (August 1, 2005) indicates that the appraised value is $727,800.00 (including building estimated at $229,000.00).

Site Visit Performed by: Kerry O'Neal
Date: 5-19-06
APPRAISAL REPORT OF:
Boise Police Association Clubhouse
1800 Mountain Cove Road
Boise, Idaho 83702

PREPARED FOR:
Mr. Paul Woods
Boise City Parks and Recreation
1104 Royal Boulevard
Boise, Idaho 83706

AS OF:
August 1, 2005

PREPARED BY:
Mountain States Appraisal and Consulting, Inc.

Joe Corlett, MAI, SRA
and
Ken Jenkins, RT

MS-6969-05
August 9, 2005

Mr. Paul Woods
Boise City Parks and Recreation
1104 Royal Boulevard
Boise, Idaho 83706

Re: Complete, Summary Appraisal of
Boise Police Association Clubhouse
1800 Mountain Cove Road
Boise, Idaho 83702
MS-6969-05

Dear Mr. Woods:

Accompanying this letter is our appraisal of the above-referenced property. The subject of this appraisal is the Boise Police Association Clubhouse. The subject site is an 8.57 acre foothill parcel that lies between Curlew Gulch and the Fort Boise Military Reserve just north of downtown Boise. The property is improved with a 4,096 square foot cinderblock building that is used as a clubhouse and special events center and a shooting range that is used by local law enforcement agencies for training.

This is a complete, summary appraisal. The analysis used to value the subject property is complete in that no applicable approach has been omitted as allowed under the departure provisions in the Uniform Standards of Professional Appraisal Practice. The report itself is presented in a summarized format. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is presented on a summary basis. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated later in this report. The appraiser is not responsible for unauthorized use of this report.

This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP). The purpose of this appraisal is to estimate the market value of the subject property in fee simple title as of the effective date of this appraisal. The function of this appraisal is to assist the client and the property owner in making an informed decision regarding the disposition of the subject property in future sale negotiations. As such, the intended users of this report are the client, the owner(s) of the subject property and their appointed representatives.
Subject to the assumptions and limiting conditions set forth and based on our investigations and analyses of the subject property and the marketplace, the following values are concluded as of the effective date of August 1, 2005:

***SEVEN HUNDRED TWENTY EIGHT THOUSAND DOLLARS***
***($728,000)***

If you have any questions pertaining to this appraisal, please let us know. Thank you for the opportunity to be of service.

Respectfully submitted,

MOUNTAIN STATES APPRAISAL AND CONSULTING, INC.

Joe Corlett, MAI, SRA

Ken Jenkins, RT
EXECUTIVE SUMMARY

Project Name: Boise Police Association Clubhouse
Client: Mr. Paul Woods
Owner: Boise Police Association
Project Type: Lower Boise Foothills improved land.
Assignment: Estimate current market value in fee simple title.
Property Location: 1800 Mountain Cove Road
Boise, ID 83702
Legal Description: Ada County Tax Parcel #4200 of W2 Sec 1,
T3N R2E, Ada County, Idaho.
Site Description: 8.57 acre foothills parcel with level building
areas.
Improvement Description: Shooting Range
4,096 square foot club house/events center
Paved parking and chain link fence
Extraordinary Assumptions of Appraisal: None.
Hypothetical Conditions of Appraisal: No adverse environmental impacts as a result of
shooting range use.
Property Rights Appraised: Fee Simple.
Highest and Best Use: As Improved.
Estimated Market Value: $728,000
Effective Date of Appraisal: August 1, 2005
Date of Report: August 9, 2005
Appraisers: Joe Corlett, MAI, SRA
Ken Jenkins, RT
EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

1. Extraordinary Assumptions presume uncertain information to be factual. If found to be false, these assumption could alter the appraiser's opinions or conclusions. This appraisal has been made subject to the following Extraordinary Assumptions:

   a. None.

2. Hypothetical Conditions are contrary to what exists, but the conditions are asserted by the appraiser for the purposes of analysis. This appraisal has been made subject to the following Hypothetical Conditions:

   a. This appraisal is subject to the hypothetical condition that the shooting range activities that have occurred on the subject property have had no adverse environmental impact and therefore no adverse impact on the value of, the subject property. We have made this assumption because we noticed lead deposits on portions of the shooting range. This assumption was made at the request of the client in accordance with the purpose of this appraisal.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been made with the following general assumptions and limiting conditions:

1. The property appraised is assumed to be free of any or all easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, encroachments, trespasses and ordinances, unless otherwise noted in this report.

2. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

3. The appraiser assumes no responsibility for the accuracy of data found in public records or other resources, or provided to the appraiser by any other means. The appraiser is not a qualified land surveyor and has made no survey of the property. The sketch in this report is included to assist the reader in visualizing the property. All engineering studies, dimensions and legal descriptions provided to the appraiser or found through available records, are assumed to be correct. If significant errors are found that will affect conclusions of value, the right is reserved to modify those conclusions.

4. Responsible ownership and competent property management are assumed.
5. It is assumed that the subject property is in full compliance with all applicable federal, state and local laws, regulations, codes, restrictions and ordinances.

6. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a legal non-conforming use has been identified and considered in this report.

7. It is assumed that all required licenses, certifications, permits or other legislative or administrative authority from any private entity or local, state, or national government has been, can be or will be obtained and/or renewed for any use upon which the value estimates contained in this report are based.

8. Neither all, nor any part, of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or affiliation of the appraiser with any firm or professional organizations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.

9. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not known to exist at the time of inspection. As a real estate appraiser, I am not qualified to determine the existence or environmental impact of hazardous materials. The presence of certain hazardous materials may affect the value of the property. No responsibility is assumed by the appraiser for any expertise, technical knowledge or certification required to recognize or assess the impact of, or the existence of hazardous materials. The intended user is urged to retain the services of a qualified hazardous materials expert, if desired. Unless otherwise stated, this appraisal assumes that there are no environmental hazards or hazardous materials in, on or near the subject property.

10. The various approaches to value and mathematical calculations used in estimating value are merely aids to the formulation of the opinion of value expressed by the appraiser in this report. In these calculations, certain arithmetical figures are rounded off to the nearest significant amount.

11. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the subject property unless further arrangements have been made.

12. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and improvements must not be used in conjunction with any other appraisal and may or may not be an indication of their respective fair market values. The data and conclusions embodied in this appraisal are a part of the whole valuation. No part of this appraisal may used out of the context of this report; and, by itself alone, no part of this appraisal is necessarily correct in that it represents only part of the evidence upon which the final estimate of value is based.

13. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass outside of that boundary, unless noted in the report.
14. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. Examples of these conditions may include, but are not limited to: infestations of insects, mold or microbiological organisms, structural or design defects, defects in electrical, plumbing, sewer and HVAC systems, underground water tables, prior land uses, soil/mineral content, historical or archaeological findings or stigmatism. The appraiser is not qualified to assess or detect the presence or impact of such conditions and assumes no responsibility and gives no warranty for the existence or nonexistence of such conditions.

15. The appraiser does not warrantee the value or the condition of the property.

16. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to change as future conditions change.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. This document is protected under the copyright laws of the United States of America. Any reproduction or duplication of any part of this report is prohibited without the express written consent of Mountain States Appraisal and Consulting, Inc.

19. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
APPRAISAL INTRODUCTION

Summary of the Appraisal Problem and Assignment:

Mr. Paul Woods, Foothills Acquisition Coordinator for the Boise City Department of Parks and Recreation (client), has hired us to provide an appraisal of the Boise Police Association (owner) Clubhouse in the foothills north of downtown Boise, Idaho. It is understood that this appraisal will be used for the purposes of future exchange and/or sale negotiations between the owner of the subject property and the client.

This appraisal assignment presents a challenging appraisal assignment primarily as a result of the unique location of the subject property, its current economic use, the specialized nature of the improvements and the highest and best use of the property.

Appraisal Type:

This is a complete, summary appraisal report. This report is complete in that no applicable approach to value has been excluded from the analysis. Based on the highest and best use analysis, the Cost Approach is the only applicable valuation method for this appraisal problem. The appraisal report itself is presented in an abbreviated, summary format and contains all information pertinent to the client's requirements.

Purpose of the Appraisal:

The purpose of this appraisal is to estimate market value of the subject property in fee simple title as of August 1, 2005.
Market Value Defined:

Market Value is the amount in cash, or on terms equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. Implicit in the definition of Market Value are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Function and Intended Users of the Appraisal:

The function of this appraisal is to assist the client and the owners of the subject property in making an informed decision regarding the disposition of the subject property in future sale negotiations. As such, the intended users this report are the client, the owners of the subject property and their appointed representatives.
Marketing and Exposure Time:

The conclusion of value in this appraisal assumes the subject would experience a marketing time that is typical of this market. Marketing time estimates can be supported by analyzing the actual time the comparable sales used in the valuation analysis were exposed to the market before they sold.

There has been heavy purchase activity of residential building lots and vacant land in the lower Boise Foothills market during the past six years. There has been some market activity of properties with unique or obsolete improvements in the lower Boise foothills during the past few years. Sales data analyzed by the appraiser indicates that typical exposure time in this market has ranged from a few months for residential building lots in subdivisions to up to more than a year for larger properties, or those with unique or obsolete improvements. The (theoretical) exposure time for the subject is assumed to be one year for this market.

Property Rights Appraised:

The value estimate presented in this report assumes that the owner would hold all rights legally obtainable, thus holding the property in fee simple title.

Scope of Work:

The following list clarifies the scope of work involved in this appraisal.

1) Property Inspection
   Yes

2) Comparable Properties
   a) Inspection of the comparables
      Yes
   b) Verification of comparables with property owner or principal involved in the transaction, or knowledgeable 3rd party
      Yes

3) Valuation Methods Completed
   a) Cost Approach
      Yes
   b) Income Approach
      No
   c) Sales Comparison Approach
      No

4) Reporting Format
   a) Self-contained
      No
   b) Summary
      Yes
   c) Restricted
      No
Appraisal Compliance Provision and Appraiser Competence:

This appraisal was made in accordance with the Uniform Standards of Professional Appraisal Practice. As required by law, the appraiser, Joe Corlett, MAI, SRA is certified as a general appraiser by the State of Idaho, CGA7. The appraiser was assisted by Ken Jenkins, a licensed Appraiser Trainee in the State of Idaho, RT800, in the development of the data analyses and conclusions with regard to the valuation assignment.

A list of our qualifications and work experience is attached in the addenda. We are appropriately certified appraisers in the State of Idaho and are competent to perform this assignment. We have the necessary educational and experience backgrounds to provide an appraisal of this type.

Effective Date of Valuation and Date of Report:

The effective date of valuation is August 1, 2005 and coincides with the date the subject property was last inspected by Ken Jenkins. The date of report is August 9, 2005.
Property History:

Use History:

The shooting range in place on the subject property is currently, and has for more than the last 10 years been, used for weapons and tactics training by local law enforcement agencies. The cinder block structure is currently, and has for more than the last 10 years, been used as a club house for the Boise Police Association and has been available to the public for rental as a special events facility.

Sales History:

The State of Idaho does not have mandatory price disclosure requirements for Real Estate transactions and the amount of consideration is not typically reported in the public record.

The subject property is owned by The Boise Police Association, Incorporated, an Idaho non-profit corporation, whose address is P. O. Box 935, Boise, Idaho 83701. They have owned the property for more than 10 years.

They reportedly received an offer from Idaho Power to purchase a 0.5 acre portion of the subject property for a price of $400,000. Idaho Power intended to use the site for an electrical power transmission transformer site. The owners declined the offer because they perceived that the proposed use would adversely impact the value and utility of the site based on its current and future potential use.

Boise City Parks and Recreation has approached the Boise Police Association to purchase the property. The purpose of this appraisal is to provide the client (Boise City Parks and Recreation) with a value estimate which will be used as a basis for good faith negotiations with the Boise Police Association.

We were not made aware of, nor did we discover, any other transactions, commitments or offers on the subject property within the last 10 years.

Lease History:

The shooting range is currently leased to the Boise City Police Department for $18,000 per year. The lease rate on the shooting range will increase to $24,000 per year in 2006. The clubhouse is available to the public to rent on a daily basis for $300 per day.
MARKET AREA DESCRIPTION

Market Area Description:

The subject property is located north of the Boise Valley in what is known as the Boise Foothills, or the Boise Front, in southwestern Idaho. The Boise Front rises from the valley floor on the northern edge of downtown Boise and includes an area bordered by State Highway 21 to the east, State Highway 55 to the west, and the Boise Ridge, which includes Schafer Butte, Adalpe Pass and Bogus Basin ski resort, to the north. The area includes over 65,000 acres of city, county, federal, state and private lands.

Native grasses, sagebrush and bitterbrush grow in a sandy, easily eroded soil and the area provides excellent habitat and winter range for many game and non-game wildlife species. Rolling, grassy foothills along the lower portions of the Boise Front rise up through narrow, seasonal gullies to the steep timberlands along the Boise Ridge.

Historical economic uses of lands in the Boise Front have included cattle and sheep grazing, timber harvesting and sandstone quarries. Residential subdivision development in the lower elevations Boise Foothills began in the 1950's along the northern fringes of downtown Boise and has progressively encroached further upward and outward.

Today, the Boise Foothills are cherished as a relatively unencumbered wild and scenic backdrop for the growing metro area and for the many year-round recreational opportunities it affords the valley's residents and visitors. Population growth and increasing demand for the prime view-oriented home-sites that can be found in the lower Boise Front, have resulted in the expansion of infrastructure and abundant new residential development to meet this high demand.