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MEMORANDUM

FROM: Nampa & Meridian Irrigation District
RE: Procedures for Review and Approval of Projects Affecting District Facilities
DATE: 2 September 2014 - updated

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This memorandum outlines procedures for Nampa & Meridian Irrigation District's review and approval of projects affecting the District's canals, laterals, and drains (District facilities). The District hopes that this information will assist you in planning future projects.

The steps of the District's review and approval process are:

- A. Submission of a Land Use Change Application, plans and drainage calculations and fee to the District's office.
- B. Timely communication with the District's Water Superintendent and review of a Land Use Change Application by Water Superintendent.
- C. Preparation of a Construction Contract for Pressure Urban Irrigation System (if applicable) which will allow the Irrigation District to own, operate and maintain a pressure urban irrigation system within the development.
- D. Submission of the Construction Contract for Pressure-Urban Irrigation System to the District's Board of Directors for consideration.
- E. Preparation of a License Agreement for projects encroaching, crossing or modifying District canals, laterals, drains and relocated easements.
- F. Submission of the License Agreement to the District's Board of Directors for consideration.

Each of these steps is explained on the following pages.

A. Land Use Change Application:

The process begins with the filing of a Land Use Change Application with the District. These applications are available at the District's office. A copy of the Land Use Change Application is enclosed. The District's office address and telephone number are:

**Nampa & Meridian Irrigation District
1503 First Street South
Nampa, ID 83651
(208) 466-7861
(See contact list page 5 for list of names)**

Filing a Land Use Change Application with plans and fee is mandatory unless it is explicitly waived by the District's Water Superintendent in writing. Any additional phases of a subdivision must file a Land Use Change Application unless the original filing specifically included all necessary information for future phases in the plans and calculations submitted for review. The application **must** always be accompanied by **three (3) sets of plans, drainage calculations and the appropriate fee (\$650.00) in the form of a cashier's check or money order.** If personal or business checks are submitted, it can take up to a month to clear the bank before processing the application will occur. The District recognizes that project development often involving many phases of planning and approval. Timely submission of complete and sufficiently detailed plans and other necessary information is critical to the District's review.

Project proposals must be submitted to the District's office for preliminary preparation and will then be submitted to the District's Water Superintendent for his review and response. All communications and construction plans should be sent to the District's office where they will be processed and directed to the District's Water Superintendent.

Projects affecting the water flow in the District's facilities cannot commence until after October 15th and must be completed no later than March 15th. Plans for projects affecting the water flow must be received for review no later than February 15th.

B. Timely Communication with the District's Water Superintendent and Review of Land Use Change Application:

You are encouraged to call the District's Water Superintendent prior to submitting plans if you have any questions regarding the District's facilities, and to learn what specifications and level of detail the District's Water Superintendent will need to see when reviewing the plans. If you believe that you need not file a Land Use Change Application, you must contact the District's Water Superintendent for appropriate instructions on how to proceed.

If the District's Water Superintendent finds that the proposed construction will meet the District's requirements, a letter of approval of the plans will be written in which other requirements may be outlined, such as a License Agreement or Construction Contract for Pressure Urban Irrigation System.

License Agreements are required for the following reasons:

1. Relocation of a District facility which would also require a new easement or fee title and a relinquishment of the old easement once the relocation has been completed and approved by the Water Superintendent.
2. Piping of a District facility.
3. Encroachment on a District facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures or landscaping.
4. Drainage discharges into District facilities (predevelopment flows only, if the facility has the capacity).

Construction Contracts for Urban Irrigation System is required for the following reasons:

1. A pressure urban irrigation system is being installed by the developer who intends for the Irrigation District to own, operate and maintain the pressure urban irrigation system within the development. A Bill of Sale is also provided whereby all lines up to and including the tap on each lot as well as the pump station are turned over to the Irrigation District for ownership. A Warranty Deed should be issued to the Irrigation District for the lot the pump station itself located (unless the pump station is built upon the District's easement on a District facility).
2. A pump station only is being installed for ownership, operation and maintenance by the Irrigation District. The development will operate and maintain their own delivery lines.

The District's Water Superintendent submits project plans to the District's engineer for review and the District's engineer makes recommendations to the District's Water Superintendent, but has no authority to represent the District's interest or position regarding any project. The District's Water Superintendent may request additional information or modification of the proposed project to conform with District requirements.

C. Preparation of a Construction Contract for Urban Irrigation System

If the developer of the property is installing a pressure urban irrigation system within the development and would like the Irrigation District to own, operate, maintain and repair the system up to and including the tap in the back of each lot, the developer must send a letter to the District's attorney, Laura Burri, requesting a construction contract to the following address:

**Morrow & Fischer
332 North Broadmore, Suite 102
Nampa, ID 83687
(208) 475-2200 (see contact list page 5 for name)**

The letter to the District's attorney should contain the following:

1. completed questionnaire provided at the same time the Land Use Change Application is provided,
2. a legible copy of the legal description for the boundaries of the subdivision,
3. a copy of the recorded deed showing proof of the current ownership of the entire parcel that will comprise the development,
4. a copy of all CC & R's pertaining to this subdivision,
5. a copy of the preliminary plat,
6. if a new pump station is to be constructed for this development, the preliminary plat must show the location of the pump station as a separate, non-buildable lot.

The District's attorney first obtains confirmation: (1) that the Water Superintendent has reviewed the plans pertaining to this development and that the developer is adhering to all of the District's requirements, and, (2) the ownership of the property is by the individuals requesting the contract. Upon confirmation, the District's attorney prepares the Construction Contract for Urban Irrigation System (PUIS). The fees for preparation of the contract will be borne by the property owners at the time of assessing the irrigation taxes on the parcels, unless the developer fails to complete the project. Then, the developer will be responsible for paying the fees for preparation of the contract.

Preparation of a Construction Contract for Urban Irrigation System (PUIS) can be accomplished in a matter of days if all of the correct information is provided to District's attorney. The District's attorney will send the original to you for your signature. Once signed, the contract must be returned to the District's attorney so that she may recommend placement on the agenda for the next available meeting of the District's Board of Directors.

It should be understood by the developer that the property subject to the pressurized urban irrigation system will be assessed for all costs of maintenance, operation and repair of the pressurized irrigation system upon recordation of the final plat and final approval of the contract documents by the Irrigation District. The assessments will be made by the Board of Directors of the Nampa & Meridian Irrigation District after the second Board Meeting in September of each year. Assessments will issue to the owners of the property at the time of the assessment. Assessment will be made whether or not any or all lots in the subdivision have been sold by the developer to third parties.

D. Submission of the Construction Contract for Urban Irrigation (PUIS) to Board of Directors for Consideration

The District's Board of Directors meets on the first and third Tuesdays of the month. Construction Contract for Urban Irrigation System (PUIS) must be executed by the property owner and sent to the District's office no later than the Wednesday prior to the Tuesday meeting in order to be placed on the agenda. Once on the agenda, the Board of Directors vote to approve or disapprove the contract.

After the Construction Contract for Urban Irrigation (PUIS) has been approved, the documents will be recorded at the county in which the project is located.

E. Preparation of a License Agreement:

If a License Agreement is required, the next step is for the developer to send a letter to the District's attorney, Bryce Farris, requesting a License Agreement to the following address:

**Sawtooth Law Office, PLLC
P. O. Box 7958
Golden Eagle Building
1101 W. River Street, Suite 110
Boise, ID 83702
(208) 629-7447 (see contact list page 5 for name)**

The letter to the District's attorney should contain the following:

1. the owner's name of the property where the project will occur, with the owner's telephone number and address,
2. the name of the District's canal, lateral or drain,
3. each part of the project which affects the District's facility and related easement,
4. the dates such construction is planned to begin and end,
5. whether an entity (such as city or ACHD) will assume ownership or maintenance of any part of the project affecting the District's facility and easement,
6. a legal description of your property,

7. for relocations, a legal description of the District's easement or a legal description of the new easement or fee title for the ditch.

8. each page of the construction plans that pertain to the project and was approved by the District's Water Superintendent, and
9. a vicinity sketch showing the location of the property and the project.

The District's attorney first obtains confirmation: (1) that the property where the project will occur is owned by the person(s) or entity(ies) identified in the request, and (2) that the Water Superintendent has authorized preparation of a License Agreement. Upon confirmation, the District's attorney prepares the License Agreement. You are responsible for the fees charged by the attorney for the preparation of the License Agreement and other necessary documents and correspondence. Legal fees depend upon the nature and complexity of the project and whether there are unresolved issues.

Preparation of a License Agreement can be accomplished in a matter of days. The District's attorney will send duplicate originals of the License Agreement and any other documents (such as an easement in the case of a ditch relocation) to you for your signature. Both originals should be returned to the District's attorney who will then recommend placement on the agenda for the next available Board Meeting of the District's Board of Directors.

F. Submission of License Agreement to Board of Directors for Consideration

The District's Board of Directors meets on the first and third Tuesdays of the month. License Agreements must be executed by the property owner ("licensee") and sent to the District's office no later than the Wednesday prior to the Tuesday meeting in order to be placed on the agenda. Once on the agenda, the District's Water Superintendent will present and explain the proposed License Agreement to the District's Board of Directors for consideration.

After the License Agreement has been approved, one original License Agreement will be recorded at the county in which the project is located and the other original will be returned to the District's attorney. Upon receipt, the District's attorney will send you the unrecorded original with a copy of the billing statement for legal fees.

General Information

The amount of time this process requires from submission of the Land Use Change Application of submission of a License Agreement or Construction Contract for Pressure Urban Irrigation System (PUIS) to approval by the District's Board of Directors depends upon the nature and extent of the project. Timely submission of clear and complete plans with the Land Use Change Application and fees in the form of a cashier's check or money order facilitates the District's review and saves time and expense.

Contact List

- | | |
|---------------------|---|
| Daren R. Coon | Secretary/Treasurer , Nampa & Meridian Irrigation District |
| Greg Curtis..... | Water Superintendent , Nampa & Meridian Irrigation District |
| Suzy Hewlett..... | Asst. Secretary/Treasurer , Nampa & Meridian Irrigation District |
| Laura Burri | Attorney, Morrow & Fischer
Pressurized Urban Irrigation System (PUIS) |
| Bryce Farris..... | Attorney, Sawtooth Law Office, PLLC
License Agreements |

LAND USE CHANGE APPLICATION

- I. Land Use Change Application must be filed when one of the following takes place:
 - A. Subdividing the land into lots and blocks in a subdivision, changing the use of the land;
 - B. Encroaching upon a District facility (lateral or drain);
 - C. Relocating a District facility.

- II. How to file a Land Use Change Application:
 - A. Be sure to fill out the application in full;
 - B. Be sure the Land Use Change Application is signed;
 - C. Attach the following:
 1. Legal description
 2. Drainage calculations
 3. Three (3) sets of plans
 4. \$650.00 for the fees (there are times when a portion of these fees **may** be returned, at the discretion of the District, to the applicant; however, the review process will not begin until these fees are paid)

- III. When to file a Land Use Change Application:
 - A. When filing with City / county agency for final plat for subdivision purposes;
 - B. Prior to beginning any development that may encroach upon a District facility;
 - C. Prior to beginning relocation of a District facility.

9810836

RECORDED

'98 MAR 26 PM 12 50

H.D. JERR

CANYON COUNTY RECORDER
BY *[Signature]*

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 MAR 26 AM 11:33

RECORDED - REQUEST OF
NAMPA & MERIDIAN IRRIGATION DISTRICT

FEE 21.00 DEPUTY *[Signature]*

98027410

REQUEST Nampa Meridianing
TYPE Mis FEB 21 1998

CERTIFICATE:

I hereby certify that the following resolution is a true and exact copy from the Minutes of a meeting of the District's Board of Directors, held 17 March 1998, recorded at Book 71 Pages 92 and 93 and Pages 115 through 120.

[Signature: Daren R. Coon]

Daren R. Coon
Secretary of the Board
NAMPA & MERIDIAN IRRIGATION DISTRICT

WHEREAS, the various agencies which are authorized to issue land use change/site development permits have made it known that it is in the best interest of the public that this District amend rules and regulations for development within the boundaries of the District; and

WHEREAS, it has been decided that such a cooperative and coordinating arrangement can best be realized through an amended permit system; and

WHEREAS, such requirements and requests have created a considerable expense burden to this District for which there is not available revenues; and

WHEREAS, a Development or Land Use Change policy was previously set up at a meeting of the District's Board of Directors held 17 March 1980, recorded at Book 36, Pages 65 through 69 of the Minutes of the Board and recorded at Ada County as Instrument #8015309 and recorded at Canyon County as Instrument #890100; and

WHEREAS, a Site Development policy was previously set up at a meeting of the District's Board of Directors held 17 March 1981, recorded at Book 37, Pages 89 through 92, of the Minutes of the Board and recorded at Ada County as Instrument #8115542 and recorded at Canyon County as Instrument #919045; and

WHEREAS, it became necessary to combine and amend these policies at a meeting of the District's Board of Directors held 2 October 1990, recorded at Book 56, Pages 187 and 196 through 202 of the Minutes of the Board (finalized 16 June 1992) and recorded at Ada County as Instrument #9240022 and recorded at Canyon County as Instrument #9213639; and

WHEREAS, it has now become necessary to make revisions to these policies to accommodate changes in law and the rules and regulations of various agencies (city/county).

NOW, THEREFORE, BE IT RESOLVED, that the following amended policies are hereby established by this Board as District policy to take the place of the previous policies.

NAMPA & MERIDIAN IRRIGATION DISTRICT

Board of Directors' Policy for Changes of Land
Use or Site Development

(Application must be filed with the Secretary of the District at 1503 First Street South in Nampa, Idaho 83651. The appropriate fees - \$650.00 - and three (3) sets of plans, drawings and calculations must be included with the application).

Land Use Change or Site Developments which affect irrigation and/or drainage, within the boundaries of Nampa & Meridian Irrigation District must be approved by the District Board of Directors. An application form may be obtained at the District office which will provide necessary preliminary information for District review.

General Information

A. Drainage:

1. There will be no acceptance of any increased flow in storm run-off, drainage, or any contaminated waters for which the District might be made liable by the Federal and/or State Clean Water Laws.
2. Existing or replacement of on-site drainage or run-off facilities or modification thereto must be perpetually maintained by the site owner or owners.
3. Drainage plans prepared by a registered engineer may be required where deemed necessary by the District even though on-site modifications to the District drainage system are not required in the development plans.
4. If a drainage lateral owned and maintained by the District courses the site, no alterations of the lateral nor encroachment of its right of way shall be permitted without a license agreement. No access to such drain shall be denied to the District.

B. Irrigation:

1. The water rights of this District are not the same throughout the District. Neither are these always the same on one tract of land. Often these can be simplified without changing the Court confirmed status of the rights, if arrangements are made with the Secretary of the District in the advance planning stages.

2. Any irrigation supply lateral or canal which is owned and operated by the District and which may course the site, must not be obstructed nor encroachment made on its rights of way.
3. Any alteration from the original delivery point must be approved by the Water Superintendent and transfers to accomplish this alteration must be arranged with the Secretary of the District as part of the system plan acceptance by the Board of Directors. If a District facility must be relocated to accommodate the development, the existing facility shall be left in place, unless permission in writing is given by the District, until the new facility is in place and approved. A License Agreement will be required.
4. No alteration or enclosure of an irrigation canal or lateral shall be permitted without a License Agreement. No access to such canals or laterals shall be denied to the District.
5. If irrigation service is not to be provided to the individual properties, all property owners must be notified that the District tax is an obligation of all lands in the Irrigation District. This notification is in compliance with Idaho Law.
6. No destruction, interference, nor limitation upon water flows which are appurtenant to the property rights of others shall be permitted.
7. If development plans include providing irrigation, operation and maintenance of the system may be undertaken by a Lateral Ditch Water User's Association, in which case the District assumes no responsibility beyond the original point of delivery for the tract. If a pressure urban irrigation system is planned that will be owned, operated, maintained and assessed by Nampa & Meridian Irrigation District, there are other contracts and documents that must be prepared by District's legal counsel, signed by the developer and returned to Nampa & Meridian Irrigation District for Board action.
8. The District cannot provide permission for alteration of waterways belonging to and being a part of the property rights of individual land owners and to which waters flow from the system of the District. Permission must be granted from each of the property owners having ditch and water rights in the waterway.

C. Review and Approval Process:

1. Applicant shall complete and submit the attached application form to the Secretary of the District. Three (3) copies of the proposed plans shall be submitted with the application.
2. Upon approval of the original application, plans and specifications for construction, prepared by a registered engineer, shall be submitted for review to the District. Plans and specifications shall be reviewed by the District Water Superintendent and/or the District's engineers. If acceptable, the developer will be notified. Prior to actual construction an estimate of the cost of construction shall be provided to the District.
3. If a license agreement is required to conform to specifications of the District and/or recommendations of its engineers, the Water Superintendent of the District will then make arrangements for an appropriate license agreement for which the licensee shall be liable for the payment of attorney fees.
4. The District shall be notified prior to commencement of construction. Inspection by representatives of the District or its engineers will not constitute approval of all or any part of the system and shall in no way relieve the developer or his contractor of the responsibility for providing a sound, workable system.
5. Within ten (10) days after completion of construction the developer's engineer must certify to the District that the system was installed in accordance with plans and specifications, and furnish five (5) sets of as-built drawings to the District.
6. The developer and/or his contractor shall be responsible for the repair of all defects, leaks or failures occurring in the installation for a period of three (3) years after completion of construction. A maintenance and warranty bond in the amount of 10% of the estimated or actual construction cost, whichever is greater, shall be furnished to the District within thirty (30) days after completion of construction. If the owner or his contractor fails to make required repairs or replacements promptly, the District shall make them, and the cost thereof shall be paid by the owner, his contractor or the surety.

The fees required will be: \$650.00

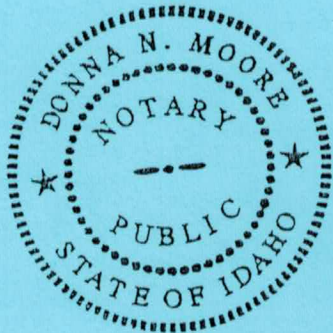
7. Attorney fees will be required only where a license agreement is required and these will be payable directly to the law firm of the District's attorney.

and,

BE IT FURTHER RESOLVED, that the Secretary of the District is hereby ordered to send copies of this resolution to all planning and approval agencies in Ada and Canyon Counties and in the Cities of Boise, Meridian, and Nampa, to the County Commissioners of Ada and Canyon Counties and to the Mayors of Boise, Meridian and Nampa to provide sufficient copies of the policy and application form for the continual administration and use thereof by all interested parties.

STATE OF IDAHO)
) ss.
County of Canyon)

On this 17th day of March 1998, before me, the undersigned, a Notary Public, in and for said State, personally appeared Daren R. Coon, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Donna N. Moore
Notary Public - State of Idaho
Residing at Caldwell, Idaho
My Commission Expires: 11/04/2000

NAMPA & MERIDIAN IRRIGATION DISTRICT
(Reproduction of this form is not acceptable)

Land Use Change / Site Development Application

Enclosures: \$650.00 fee

Three (3) sets of plans
and calculations

GENERAL INFORMATION:

1. _____
(Proposed Name of Subdivision or Development)

2. _____
(General Location – Section, Township, Range and County)

3. _____
(Legal Description – Attach metes and bounds description or description as recorded)

4. _____
(Current Owner of Record - attach copy of Warranty Deed)

(Address)

5. _____
(Subdivider or Developer)

(Address)

6. _____
(Engineer)

(Address)

(Person to Contact) _____ (Phone)

7. Acres _____; No. of Lots _____;
Number of Lots / Gross Acre _____

8. Proposed drainage discharge _____
(Name of Drainage Lateral)

9. Is irrigation water to be provided to property? _____

If yes, answer the following:

a) Proposed delivery point _____
(Canal or Lateral)

b) Present delivery point for this land _____

c) Type of system

1) Gravity _____
(Piped or open ditches)

2) Pump pressure _____

3) Is pressure system to be owned, operated and maintained by
Irrigation District _____

(Signature)

(Date)

**PROCEDURES FOR SITE DEVELOPMENT
WITH
NAMPA & MERIDIAN IRRIGATION DISTRICT
LANDS AND CONVEYANCE SYSTEM**

1. Prior to development, contact Nampa & Meridian Irrigation District (NMID) for general information concerning systems. If runoff is involved, NMID will need to determine;
 - a. Pre-development condition for runoff,
 - b. Flow of NMID facilities,
 - c. Present easements and widths,
 - d. If present runoff does, in fact, return to NMID facilities.
2. If technical questions arise, NMID's engineer may need to be involved.
3. BRIDGES: All bridges on NMID systems will need free board and vertical clearance approval. The site may need to be reviewed for special considerations, such as; maintenance access, diversions structures, etc. The minimum clearances are two (2) feet for the Ridenbaugh Canal and one (1) foot for all other facilities. No center pillars or dual conduit designs will be allowed.
4. CROSSINGS: Crossing of any NMID facility must be reviewed by NMID, and may require lining of the facility. Crossings below NMID facilities are required to be a minimum of 3' under the bottom of the facility. Overhead crossings are to be a minimum of 30' above easement area.
5. TRASH RACKS: Trash racks shall be sloped at 3:1 and the horizontal bars shall be removed, see appendix for details.
6. CLEAN OUTS AND DIVERSION BOXES: Clean outs and diversion boxes are required on all new conduits. Clean out locations are dictated by the ability to clean obstructions from the conduit, and should be spaced no greater than 300 feet. Diversion boxes will be placed at all angle points and at points of diversion of the conduit, see standard drawing in the appendix. All boxes shall be cast in place, no precast boxes.
7. When tiling any canal or lateral all boxes must be cast in place, no precast boxes will be accepted. Class III RCP or 10 gauge CMP are minimum requirements for tiling materials in NMID facilities.

INFORMATION REQUIRED FOR REVIEW:

1. Plan drawings showing details of construction and alteration of NMID facilities or proposed storm-water handling procedures.
2. Contour map of pre-development area.
3. Calculations for storm-water runoff and proposed method of disposing or handling runoff.
4. Calculations for sizing irrigation alterations, or laterals.
5. Copy of Easement for relocated NMID irrigation facilities, if applicable.

NAMPA & MERIDIAN IRRIGATION DISTRICT TECHNICAL REQUIREMENTS FOR LAND DEVELOPMENT

STORM WATER MANAGEMENT OBJECTIVES: The design of a storm water management system needs to address two distinct objectives; peak discharge and water quality. The management of storm water discharges involves the design and implementation of a control system to achieve the following objectives:

1. Protect all down stream facilities from peak storm water flows resulting from land development by not exceeding pre-development flows.
2. Provide a method of maintaining water quality through best management practices.

PEAK DISCHARGE CALCULATIONS:

1. Storm water management requires the determination of two runoff parameters; peak rate of discharge and runoff volume. Both parameters shall be used in the comparison of pre-development and post-development conditions.
2. Peak rate of discharge calculations shall determine the size of sand/oil separators or pond sizing for separation of sands and oils. Runoff volume calculations shall be used to determine the size of detention/retention facilities.
3. Runoff peak rate of discharge shall be calculated using the appropriate methodology. The peak rate of runoff for areas less than twenty-five (25) acres shall be calculated by the rational method of derivatives. The SCS method shall be used for larger areas.
4. The equation for the rational method is:

$$[Q = CIA]$$

Q = the peak runoff rate in cubic feet per second (CFS)

C = the runoff coefficient

I = the average rainfall intensity in inches per hour (in/hr), occurring at the time of concentration (minutes).

tc = the time of concentration in minutes (min)

A = the size of drainage area (acres).

- (a) Typical C values are provided in Exhibit A. All predevelopment flows will be based upon a C value of 0.2.
- (b) The time of concentration (tc) is defined as the time required for runoff to travel from the most distant point in the basin to the outlet. The time of concentration is related to the slope and the runoff coefficient may be estimated from the nomograph provided in Exhibit A. For overland travel distances greater than 1,000 feet, the Izzard (1946), the Federal Aviation Agency (1970), or a SCS lag equation or velocity chart may be used.

- (c) Rainfall intensity shall be based upon the intensity-duration curves depicted in Exhibit 8. In all instances, a minimum time of concentration of five (5) minutes should be used. A frequency of twenty-five (25) years shall be used for storm water runoff calculations.
- (d) The size of the drainage area shall be the entire area of the development.
- (e) The peak rate of runoff for areas greater than twenty-five (25) acres shall be calculated by the hydrograph analysis method as outlined in TR No. 55 (SCS method) as supplemented and amended.

DETENTION/STORAGE FACILITIES:

1. Detention/storage facilities are used in storm drainage systems to either extend system capacities, to provide flow equalization, or to provide water quality enhancement. Design of storage requires knowledge of rainfall and runoff Volumes.
2. The following criteria shall apply to detention volume calculations.
 - a. Storm duration shall be equal or greater than the time of concentration.
 - b. Minimum free board shall be one (1) foot.
 - c. Maximum outflow rate shall be equal to the predevelopment rate of runoff.
3. The sand/oil traps shall be designed to limit the velocity through traps to 9.5 fps. The width of opening in the trap should be limited to <10% of the length of the box.
4. Development designers shall use the best available technology to accommodate storm water management.
5. Type of facilities will be left up to the Developer but must be acceptable to Nampa & Meridian Irrigation District.
6. Where detention facilities are deemed necessary, they shall accommodate runoff generated from a minimum of a twenty-five (25) year storm using the modified Rational Design Method or an approved method. Detention will be provided such that, after Development the peak rate of outflow will not exceed the corresponding predevelopment runoff rate.
7. Detention facilities shall be located as far horizontally from surface water and as far vertically from groundwater as practical.
8. Detention facilities shall not intercept the seasonal groundwater table and should maintain a minimum two (2) foot vertical separation from that groundwater table unless constructed of impervious materials.
9. Detention outlets shall be designed to carry not more than the predevelopment flows and, if necessary, energy dissipaters shall be installed on the outlet to prevent excessive erosion.

INFILTRATION TRENCHES:

1. These facilities are sub-surface disposal units that include dry wells, percolation trenches and percolations beds.
2. Any flow returned to Nampa & Meridian Irrigation District facilities must go through standard sediment and grease trap when using infiltration trenches.
3. The design of infiltration facilities shall assume that the bottom of the trench is impervious.
4. Test holes must be dug and results sent to Nampa & Meridian Irrigation District to show the location of seasonal high groundwater.
5. Return flow to Nampa & Meridian Irrigation District facilities shall be no more than the predevelopment flow prior to development, using a runoff coefficient of 0.2.

NAMPA & MERIDIAN IRRIGATION DISTRICT

1503 FIRST STREET SOUTH NAMPA, IDAHO 83651-4395

FAX (208) 463-0092



Phones: Area Code 208
OFFICE: Nampa 466-7861
SHOP: Nampa 466-0663

Nampa & Meridian Irrigation District recognizes that many questions arise from the signing of a construction Contract for a Pressure Urban Irrigation System (PUIS). The draft contract itself explains many things and if questions persist, either the District's personnel or attorney can explain in more detail.

This pamphlet explains the District's internal record keeping and assessing and what occurs once the contract is signed. These items are in the order in which they most likely will occur, however, the needs of each pressure urban irrigation system may necessitate variances.

If, after you read this pamphlet, you have additional questions or require more detail, please feel free to call the Asst. Secretary/Treasurer at the office number listed above.

IS IT NECESSARY TO HAVE A SIGNED CONTRACT WITH THE IRRIGATION DISTRICT?

Yes! It is necessary to have the construction contract written and approved by you and the Irrigation District prior to beginning construction. Without a fully signed contract, the District is severely limited in its activity relative to a Pressure Urban Irrigation System which may result in excessive delays in your development.

ONCE A CONTRACT HAS BEEN SIGNED:

Exclusion of water rights are not allowed after the contract has been signed.

Lands previously excluded may reinstate their water right if the water right is still available.

If the use of potable water is desired, as a before and after delivery season (backup) source, then **you** must obtain the necessary agreement with the potable water source and the Irrigation District. Keep in mind, depending upon the availability of water, the anticipated delivery season is 15 April through 15 October of each year. If a backup source is utilized the Irrigation District will be responsible for the payment to the potable water source and will include this cost in the operation and maintenance levy for the Pressure Urban Irrigation System.

AFTER THE CONTRACT FOR THE PUIS HAS BEEN SIGNED AND THE FINAL PLAT RECEIVED:

The Irrigation District will segregate the parcel into individual lots and assign that system with a specific code for assessing those costs associated with the operation and maintenance of the Pressure Urban Irrigation System. Upon completion of construction and transfer of ownership through a Bill of Sale and if necessary, a Warranty Deed, the Irrigation District will own, operate and maintain the PUIS.

Accounting will assign account numbers to track the expenses incurred for the Pressure Urban Irrigation System and suggest a levy for that system to the Board of Directors. Currently, these costs result in a levy of approximately \$90.00 per acre.

The Irrigation District will assess the individual lots for the regular Irrigation District Tax and Operation and Maintenance along with the costs of Operation and Maintenance for the Pressure Urban Irrigation System.

No land within the final plat will be exempt from the assessments unless it was specifically excluded in the Construction Contract.

If you have questions concerning the specifications of the installation of a Pressure Urban Irrigation System you should contact the District Water Superintendent, at 466-0663.

IRRIGATION DISTRICTS

IDAHO CODE 43-330 – 43-334

43-330. Majority of votes as determinative — Construction of improvement — Cost — Apportionment — Assessment. — If a majority of the votes cast by the electors within the boundaries of the land described in the petition are "Improvement — Yes," and if a majority of the votes cast by the electors in the district at large are "Improvement — Yes," then, but not otherwise, the board shall construct the improvement. The cost of construction shall be apportioned by the board to the lands within the boundaries described in the petition, so that each acre of irrigable land therein shall be assessed and required to pay the same amount. In all other respects the assessment and its levy and collection shall be, as nearly as practicable, in accordance with the assessment, levy and collection of other assessments and taxes levied upon lands within the district. [I.C., § 43-330, as added by 1973, ch. 64, § 3, p. 105.]

Sec. to sec. ref. This section is referred to in § 43-343.

43-330A. Contracts with landowners for construction of improvements. — When a parcel of land lying within an irrigation district has been subdivided and the owner or owners of the entire parcel propose to develop that parcel or any of the tracts therein for residential, commercial, industrial or municipal use, the board of directors of the district may enter into a contract with the owner or owners of the entire parcel, or of any tract therein, for the construction of a pressurized system for the proper distribution of irrigation water to the parcel or to the designated tracts within the parcel. [I.C., § 43-330A, as added by 1993, ch. 261, § 1, p. 892; am. 1998, ch. 195, § 1, p. 705.]

Compiler's notes. Section 2 of S.L. 1998, ch. 195 is compiled as § 43-331, in §§ 43-330D, 43-330E, 43-330F, 43-330G, 43-1120.

Sec. to sec. ref. This section is referred to

IRRIGATION DISTRICTS

43-330B. Contract provisions. — Any contract entered into under the authority of section 43-330A, Idaho Code, shall include the following provisions:

(1) An apportionment of the cost of the construction of the distribution system against the parcel or against the tract or tracts which are included in the contract;

(2) The cost of construction of the distribution system shall constitute a lien against the parcel, tract or tracts included in the contract, to secure payment of any portion of the cost of construction that is not paid upon completion of construction by the owner or owners, or by a third party on their behalf, and securing payment of interest on any deferred installments of the construction costs;

(3) A schedule of annual installment payments, with accrued interest, for the portion, if any, of the construction costs that are not paid upon completion of construction;

(4) The annual installment payment against the parcel or against the tract or tracts included in the contract shall be included in the annual assessments levied by the district against the parcel, tract or tracts and any such assessment and its levy and collection shall be, as nearly as practicable, in accordance with the assessment, levy and collection of other assessments levied upon lands in the district;

(5) The deferred annual installment payments of principal and accrued interest may be prepaid in whole or in part at any time without penalty, but any prepayment of principal shall not be less than one-half ($\frac{1}{2}$) the amount of the annual installment payment of principal next coming due, but the prepayment privilege authorized in this subsection shall not be applicable where the construction costs have been financed through a local improvement district;

(6) If the district has constructed or proposes to construct a pumping station and pipeline to serve the parcel, tract or tracts included in the contract and other lands, the cost of the pumping station and pipeline shall be apportioned by the board to all lands which are planned to be served by the pumping station, so that each acre of irrigable land to be served by the pumping station shall be assessed and required to pay the same amount;

(7) A grant of an easement to the district for the installation, operation, maintenance, repair and replacement of the portion of the distribution system located on the parcel, tract or tracts included in the contract. The easement shall be of sufficient width to allow construction, installation, operation, maintenance, repair and replacement by the use of ordinary mechanized equipment designed to perform those functions. [I.C., § 43-330B, as added by 1993, ch. 261, § 1, p. 892.]

43-330C. Compliance. — If the contract provides for construction of any portion of the distribution system by the owner or owners, chapter 9, title 43, Idaho Code, shall not be applicable to that portion of the construction. If any portion of the distribution system is to be constructed by the district, the district shall comply with the provisions of chapter 9, title 43, Idaho Code, insofar as applicable to the construction to be performed by the district or by a contractor under a separate contract with the district, unless the owner or owners furnish a written waiver of such compliance. [I.C., § 43-330C, as added by 1993, ch. 261, § 1, p. 892.]

IRRIGATION DISTRICTS

43-330D. Contract to be recorded. — Any contract entered into by an irrigation district under the authority of section 43-330A, Idaho Code, shall be recorded in the office of the county recorder of each county in which any portion of the land covered by the contract is located, and the owner or owners named in the contract shall remain personally liable, jointly and severally, for the cost of construction until the contract has been properly recorded. [I.C., § 43-330D, as added by 1993, ch. 261, § 1, p. 892.]

43-330E. District to own distribution system. — Any pressurized distribution system constructed under the authority of section 43-330A, Idaho Code, shall be the property of, and shall be owned by, the district. [I.C., § 43-330E, as added by 1993, ch. 261, § 1, p. 892.]

43-330F. Operation and maintenance of pressurized distribution systems. — Any pressurized distribution system constructed under the authority of section 43-330A, Idaho Code, shall be operated, maintained, repaired and replaced by the district, and the district may levy and collect an assessment against each tract of land served by the distribution system to defray the cost and expense of such operation, maintenance, repair or replacement. The board shall apportion to each tract of land included in the contract a portion of the cost of operation, maintenance, repair and replacement of the distribution system, on the same basis as the cost of construction of the distribution system is apportioned. [I.C., § 43-330F, as added by 1993, ch. 261, § 1, p. 892.]

43-330G. Distribution systems for land in more than one irrigation district — Joint contract — Division of management — Assessments. — Where the interests of two (2) or more irrigation districts and the interests of the contracting landowners will be served thereby, lands in two (2) or more irrigation districts may be included in a contract entered into by the districts and the landowners under the authority of section 43-330A, Idaho Code, and the contract shall specify how the ownership, management, operation, maintenance, repair and replacement of the distribution system shall be divided between or among the districts, and shall provide that all assessments for construction costs and for costs of operation, maintenance, repair and replacement against any tract of land included in the contract shall be levied and collected by the district in which that tract is located. [I.C., § 43-330G, as added by 1993, ch. 261, § 1, p. 892.]

Compiler's notes. Section 2 of S.L. 1993, ch. 261 declared an emergency. Approved March 29, 1993.

IRRIGATION DISTRICTS

43-331. Directors may construct or maintain improvements, levy assessments. — (1) This section applies: (a) When a parcel of land lying within an irrigation district is subdivided and the owner has made no provisions which in the opinion of the board of directors is adequate for the proper distribution of water thereto; or (b) when improvements for the distribution or delivery of water to any tract of land are not owned by the district and the owner or person in control of the improvement fails to maintain, repair or replace the improvement as required for the proper and efficient distribution or delivery of water to any tract; or (c) when fifty percent (50%) or more of the owners of the tracts in any such subdivided parcel request that the board provide for the proper distribution of water thereto or request that the board maintain, repair or replace the improvement as required for the proper and efficient distribution or delivery of water to any tract.

(2) Whenever the interest or convenience of such tracts requires the construction, repair or maintenance of any ditch, flume, dike, aqueduct or other improvement, the board may construct, repair or maintain such improvement, and levy and collect an assessment upon all tracts specially benefited thereby, to defray the whole or any portion of the cost and expense thereof. The board may determine what lands are specially benefited by such construction, repair or maintenance, and the amount to which each tract is benefited. [I.C., § 43-331, as added by 1973, ch. 64, § 4, p. 105; am. 1978, ch. 251, § 1, p. 550; am. 1998, ch. 195, § 2, p. 705.]

Compiler's notes. Section 1 of S.L. 1998, ch. 195 is compiled as § 43-330A.

Sec. to sec. ref. This section is referred to in §§ 43-333, 43-334.

43-332. Apportionment of water to tracts — Employment of person to distribute water — Assessment of cost — Lien on land. — Whenever a parcel of land lying within an irrigation district is subdivided and plats of such subdivision are filed as provided by law, and the owners fail to properly apportion the water to their various tracts in the subdivision, or upon request made by fifty percent (50%) or more of the owners of the tracts in the subdivision the board of directors may employ some competent person to distribute and apportion water for such tracts. The reasonable cost of such services shall be apportioned each year by the board to such tracts. The cost of such services shall be assessed by the board as a special charge to the tracts in the same manner as other assessments are made by the board. The assessment so levied and apportioned shall be a lien upon the tracts, and shall be collected in the same manner as all other assessments are levied and collected by the board. [I.C., § 43-332, as added by 1973, ch. 64, § 5, p. 105; am. 1978, ch. 250, § 1, p. 549; am. 1998, ch. 195, § 3, p. 705.]

Sec. to sec. ref. This section is referred to in § 43-334.

IRRIGATION DISTRICTS

43-333. Resolution for water distribution works or services — Hearing of objections — Construction, repair or maintenance of improvement — Apportionment of costs — Assessment. — (1) Whenever the board of directors shall deem it expedient or necessary to construct, repair or maintain ditches, flumes, dikes, aqueducts or other improvements as provided in section 43-331, Idaho Code, or to employ the services of some competent person to distribute and apportion water for any subdivision, as provided in section 43-332, Idaho Code, it shall declare such necessity by resolution.

(2) A resolution shall be posted in three (3) public places in the subdivision for five (5) days. Within ten (10) days from the date when the resolution is posted, the owner of any property within the tract may file with the secretary a written remonstrance against the proposed improvement or employment. The board hearing such remonstrances may, in its discretion, overrule any remonstrance and by a resolution order construction, repair or maintenance of the improvements. The board may either enter into a contract to complete the improvement or, in its discretion, complete the improvement under its own supervision. After the work on the improvement is completed the board shall, by resolution, apportion the costs and shall declare an assessment upon each tract benefited, which assessments shall be final and conclusive. [I.C., § 43-333, as added by 1973, ch. 64, § 6, p. 105.]

Sec. to sec. ref. This section is referred to in §§ 43-1102, 43-1120 and 43-1121.

43-334. Procedure for levy and collection of special assessment — Appeal. — Whenever the board of directors levies a special assessment against the various tracts of land as provided in section 43-331 and section 43-332, Idaho Code, it shall be extended against the tracts of land in the same manner as other assessments are levied and extended upon the assessment rolls of the irrigation district or county. The assessments shall be collected in the same manner as other assessments are collected. An appeal may be taken from the action of the board to the district court of the county in which the land is situated. The appeal shall be taken, perfected and prosecuted in the same manner and within the same period of time as an appeal from the board of county commissioners. [I.C., § 43-334, as added by 1973, ch. 64, § 7, p. 105.]



SAMPLE

**CONSTRUCTION CONTRACT FOR URBAN IRRIGATION SYSTEM
IN**

1. DEFINITIONS. In this Agreement certain words appear which have the following meaning:

"Owner" or "Owners" means the owner of the land to which irrigation water will be distributed by the urban irrigation system that is the subject of this Agreement.

"District" means Nampa & Meridian Irrigation District.

"Plans" means drawings or diagrams graphically showing the work to be done.

"Specifications" means the statements describing the materials, dimensions, and workmanship for the work to be done.

"Agreement" means this written and signed Agreement (contract) the Owner and Nampa & Meridian Irrigation District have entered into for the work to be done.

2. STATUTORY AUTHORITY. This Agreement is made under the authority of Idaho Code § 43-330A.

3. PROPERTY COVERED BY THIS AGREEMENT. This Agreement is intended for the benefit of those lots in

has not obtained final plat approval. A legal description for is attached hereto as Exhibit "A" and incorporated herein by reference.

Owner intends to record the final plat for _____ with the appropriate authorities. However, in the event final plat is not recorded, or otherwise not approved within one (1) year from the date of this Agreement, this Agreement shall be null and void. In the event the final plat or legal description is altered from the legal description attached hereto as Exhibit "A", this Agreement shall be null and void unless an addendum to this Agreement is approved by Nampa & Meridian Irrigation District.

4. PUMP STATION. The pump station to serve _____ is located in _____. It is understood and agreed by Owner that the capacity of the irrigation pump(s) and facilities will be sufficient for delivery of pressurized irrigation water to all lots in _____. In the event the pump(s) or facilities are not sufficient to serve _____, Owner agrees to supplement the pump station capacity and facilities to the satisfaction of District so that the pump(s) and facilities will adequately serve _____.

5. PLANS & SPECIFICATIONS. The Owner will provide all labor, materials, and equipment necessary to do the work described in this Agreement and as stated in the Plans and Specifications, which constitute a part of this Agreement. This Agreement contains all of the agreements between Owner and District. Any changes must be in writing on a Change Order form. Should any conflict occur between the Plans, Specifications, or other documents and this Agreement, this Agreement will be followed. District is not responsible for corrections in the work resulting from errors and omissions in Plans and Specifications provided by the Owner, architects, or others.

6. INSURANCE. Owner will provide a Worker's Compensation insurance policy for all persons working under his direction and a General Liability Insurance policy with limits of at least \$100,000 for any one occurrence and \$1,000,000 total for all occurrences. If District wants proof of insurance from Owner, Owner's insurance company will provide a certificate of insurance on request. If District wants Owner to obtain additional insurance, District must request it in writing before this Agreement is signed.

At District's request, Owner will provide at his expense, "all risk" insurance including theft, vandalism, fire, and Acts of God coverage throughout the work in an amount equal to the

Total Cash Price of the improvements. This insurance will be provided before Owner begins work. If Owner does not provide this insurance, District will have the right to obtain this insurance as Owner's agent and Owner agrees to reimburse District at the time District purchases this insurance.

7. **PERMITS.** Owner is responsible, unless Owner and District agree otherwise in a separate writing, to pay for and obtain all necessary permits, surveys, and other documents or approvals that may be required by the Public Authorities for the performance of the work. Should Owner provide Plans or Specifications, Owner will also be responsible to make sure that they meet all the regulations and requirements of the Public Authorities.

8. **SITE IDENTIFICATION.** At District's request, Owner will show District's representatives the location of all pipelines, valves, clean-out boxes, dividers and other facilities included in the Project. If Owner is not certain of their location, District may require that the lines be staked before construction commences. If Owner makes an error and tells District the wrong locations, Owner will make any necessary changes before District approves the completed work.

9. **SITE & BUILDING CONDITIONS.** Owner is responsible, unless Owner and District agree otherwise in a separate writing, to pay for the removal of all trees, debris, obstructions either above or below ground, and correction of any unforeseen conditions or defects, that are necessary for completion of the work.

10. **ACCESS.** Where necessary, Owner will arrange for access through a neighbor's property so that the owner can do the work. Owner will be responsible for any damage to the neighbor's property other than acts of negligence by agents or representatives of District. If that neighbor withdraws his consent and Owner cannot go through his property, then Owner is not responsible for any delays or additional costs to finish the work.

11. **DAMAGE TO WORK.** At all times prior to acceptance of the work, as between the Owner and District, Owner is responsible for any and all defects, damages and repairs required. For a term of one (1) year after District accepts the work, Owner warrants that there shall be no defects in materials or workmanship in the work, and shall be responsible for the

repair of any defects in the materials or workmanship of the work. Thereafter, as between Owner and District, Owner shall be responsible only for any damages caused by Owner.

12. UTILITY SERVICE. Owner is responsible for obtaining any utility service for water, gas, and electricity as needed for Owner to do the work. District is not responsible for any delays in obtaining utility service or due to interruption of utility service to the site.

13. START OF WORK TO COMPLETION. Owner will begin the work within 90 days after the date of this Agreement. However, Owner must first obtain the necessary insurance and permits. Owner will work through to completion, and shall complete the work in a timely manner, subject to delays permitted under this Agreement. When Owner finishes any segment of the work, District has the right to notify Owner in writing of any defects it finds. District shall not be required to approve and accept the pressurized irrigation system, and place it in service, until all defective work has been corrected by the Owner. Owner will work through to completion, and shall complete the work prior to _____, subject to delays permitted under this Agreement. This Agreement shall be null and void, at the option of District in the event construction is not completed by _____.

14. WORKMANSHIP. Owner will do the work in a workmanlike manner. Where additional Plans or Specifications are not provided, Owner will do the work so as to comply with the local building code. If no local building code applies, Owner will do the work according to industry standards or common trade practices or manufacturer's specifications. Owner is responsible for clean-up after his work and will leave the site in broom clean condition.

When Owner finishes any segment of the work, District has the right to notify Owner in writing of any defects it finds. District shall not be required to approve and accept the urban irrigation system, and place it in service, until all defective work has been corrected by the Owner.

15. WORK STOPPAGE. If Owner stops work for seven (7) days or more, except for delays permitted under this Agreement, District has the right to give Owner written notice by certified mail of District's request that Owner continue the work. If Owner does not continue the work within seven (7) days after receiving this notice, District, at its option, may complete the work and Owner agrees to pay District the entire cost of completing the work, plus a reasonable

amount to cover District's administrative expenses, and all out-of-pocket costs and attorney's fees resulting from arbitration or litigation, or both.

If Owner stops the work, he will be responsible for protecting the building site, materials and work performed, unless and until Nampa & Meridian Irrigation District commences work to complete the Project.

16. MATCHING MATERIALS. Where materials are to be matched, Owner will make every reasonable effort to do so, but does not guarantee a perfect match.

17. SUBSTITUTIONS. When necessary, Owner has the right to use different construction procedures or to substitute material of equal quality to the material described in the Specifications if the results of the work are substantially the same. Owner will provide District with a Change Order for any Changes he will make before he continues the work.

18. CHANGES. If Owner wants to change any of the work he is to do, he must request that change from District in writing. Owner and District will sign a Change Order form describing the change, if District approves the change. The Change Order will become a part of this Agreement. Owner also agrees to pay for any changes required by the Public Authorities, or necessary for him to do the work according to the local building code, upon completion of the Change Order work.

19. INSPECTION, ACCEPTANCE, WAIVER(S) OF LIEN & PAYMENTS. When Owner claims that any portion of the work is complete and ready for inspection and approval, he will ask the Public Authority (when required) to inspect and approve the work. When the Public Authority or Owner, or both, have inspected and approved the work, and Owner has done the work according to this Agreement, District agrees to accept the work and assume responsibility for operation and maintenance of the urban irrigation system.

Owner will provide District with Owner's Waiver(s) of Lien and other Waiver(s) of Lien as evidence of Owner's payment for all employees, sub-contractors and material suppliers listed on a notarized Contractor's Affidavit at the time of completion of the work. Upon completion Owner will deliver the project to District free of liens.

20. STATUTORY REQUIREMENTS OF IDAHO CODE § 43-330B. The following provisions are included in this Agreement as required by Idaho Code § 43-330B.

A. The cost of construction of the pressurized irrigation system has been, or shall be, paid in full by Owner.

B. Any portion of the cost of construction that is not paid upon completion of construction by the Owner or Owners, or by a third party on their behalf, shall constitute a lien against the lots in securing payment of the balance of the construction cost and payment of interest on any deferred installments of the construction cost.

C. There are no annual payments anticipated to be made by each lot owner on the deferred balance of the construction costs.

D. Any annual installment payments shall be included in the annual assessments levied by District against each lot in , and the levy and collection of these installments shall be, as nearly as practicable, in accordance with the assessment, levy and collection of other assessments levied upon lands in District.

E. Any deferred annual installment payments of principal and accrued interest, if any, may be prepaid in whole or in part at any time without penalty, but any prepayment of principal shall be not less than one-half of the amount of the annual installment payment of principal next coming due, but the prepayment privilege authorized by this subparagraph shall not be applicable where the construction costs have been financed through a local improvement district.

F. If the pumping station and pipeline serving also serves other lands, the cost of the pumping station and pipeline has been apportioned by District to all lands which are planned to be served by the pumping station, so that each acre of irrigable land to be served by the pumping station will be assessed and required to pay the same amount.

G. **Easement.** The Owner hereby grants to District an easement for the installation, operation, maintenance, repair and replacement of those portions of the irrigation system located on any portion of . The location of the easement shall be determined by the location of the pipelines and other facilities, as finally installed, and the width of the easement shall be five (5) feet on either side of the centerline of each pipeline, for a total of ten (10) feet.

21. OWNERSHIP OF DISTRIBUTION SYSTEM. The pressurized irrigation system constructed under this Agreement shall be the property of, and shall be owned by, District upon completion and acceptance of the system by District. The system to be owned by District

shall include the individual water service taps installed on the lots, including common area lots, within _____, and the pump station, pumps, electrical panels and related fixtures, together with mainlines, distribution lines, connections, valves and fittings constructed to distribute irrigation water from the pump station to the individual water service taps. The system to be owned by District does not include any pipelines, connections, valves or fittings installed by the individual lot owners to distribute irrigation water in their individual lots beyond the water service tap.

22. OPERATION AND MAINTENANCE BY NAMPA & MERIDIAN IRRIGATION DISTRICT. District shall, pursuant to Idaho Code Section 43-330F, upon acceptance of the pressurized irrigation system, maintain, repair, operate and replace the pressurized irrigation system which is the subject of this Agreement.

23. ASSESSMENTS TO EACH LOT. Each lot in _____ shall be assessed by District as provided by Idaho Code Section 43-330F. District may levy and collect an assessment against each tract of land served by the pressurized irrigation system to defray the cost and expense of such operation, maintenance, repair or replacement of the pressurized irrigation system. Each lot shall be assessed by District on the basis of the ratio between the acreage in that lot and the total acreage in all lots in _____. Each lot owner shall pay the assessments regardless of whether or not water is actually used on the lot by the owner and regardless of the quantity of water used.

24. WATER QUALITY. Neither Owner or its successors and assigns shall make any cross-connection or tie in or allow one to exist between pipes or conduits carrying domestic water supplied by any public or private water service system, and any pipes, conduits or fixtures containing or carrying any used water, irrigation water, or any water or substance from any other source whatsoever, without prior written approval of District.

25. SUPPLEMENTAL WATER. Supplemental water (water provided both before and after the regular irrigation season) to this subdivision may be provided by the

u. All costs associated with supplemental water shall be a cost of operation, maintenance, repair or replacement which shall be assessed as provided in Paragraph 23, above. Each lot will

be assessed for supplemental water regardless of whether or not water is actually used on the lot or the quantity of water used.

26. NO LIABILITY FOR LACK OF WATER. The parties hereto acknowledge that irrigation water is not always reliable. Irrigation water or water from the may not be available due to drought, harsh weather conditions, governmental actions or other causes. District shall have the right to shut off the irrigation water supply to

or any part thereof, at any time, without notice, for repairs or any other maintenance and operation procedures, including but not limited to the end of the irrigation season. The District and the shall have no liability to any lot owner, tenant or others for any damages to, or loss of lawns, landscaping or the like caused from shutting off the irrigation water supply or for lack of water.

27. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement.

28. GOVERNING LAW. This Agreement shall be construed under, and governed by, the laws of the State of Idaho.

29. BINDING EFFECT. This Agreement shall bind the parties hereto and their respective heirs, personal representatives, successors and assigns.

30. AUTHORIZATION OF SIGNATURE. Owner hereby warrants that the person signing this Addendum has been authorized to do so by Owner.

31. AMENDMENTS. Amendments to this Agreement shall be made only by written instrument executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be subscribed
this _____ day of _____, 2004.

an Idaho Corporation

By _____

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____

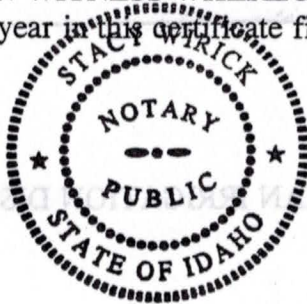
ATTEST:



STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this _____ day of _____, 2004, before me, the undersigned, a notary public in and for said state, personally appeared _____, known to me to be the President of _____, an Idaho corporation, the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

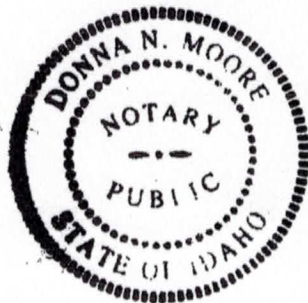


Notary Public for the State of Idaho
Residing at _____, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss:
County of Canyon)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public, in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district executed the same.

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



Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

Sample
DESCRIPTION FOR

December 11, 2003

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 OF
BOISE MERIDIAN, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, T.3N., R.1W,
B.M., THENCE N 89°18'23" W 1319.26 FEET ALONG THE NORTH LINE OF
SAID SECTION 4, TO THE NORTHEAST CORNER OF THE GOVERNMENT
LOT 2, THE **REAL POINT OF BEGINNING** OF THIS SUBDIVISION;

THENCE S 00°41'58" W 1374.26 FEET TO THE SOUTHEAST CORNER OF
GOVERNMENT LOT 2;

THENCE N 89°24'26" W 530.00 FEET ALONG THE SOUTH LINE OF
GOVERNMENT LOT 2 TO A POINT;

THENCE N 00°41'58" E 1375.20 FEET TO A POINT ON THE NORTH LINE OF
SAID SECTION 4;

THENCE S 89°18'23" E 530.00 FEET TO THE **REAL POINT OF BEGINNING**,
CONTAINING 16.73 ACRES MORE OR LESS.



PETITION FOR REINSTATEMENT OF LANDS
TO NAMPA & MERIDIAN IRRIGATION DISTRICT

IDAHO CODE – CHAPTER 11

(Reproduction of this form is not acceptable –
Call the District's office for original form)

Additional Information for Petitioners
(Please read before signing petition)

1. (I.C. 43-1120) Where lands have been excluded from an irrigation district under the provisions of this chapter and the owner or owners of the excluded lands desire to receive irrigation water through an existing distribution system; through a distribution system proposed to be constructed under authority of section 43-329, 43-330A or 43-333, Idaho Code, or under any law authorizing a local improvement district; pursuant to a lease executed under section 43-335 or 43-338, Idaho Code; or pursuant to a contract executed under section 43-730, Idaho Code, the owner or owners may file with the secretary of the irrigation district a written request, signed and acknowledged in the manner required for conveyances of real property, that the lands be reinstated by the irrigation district. Upon receipt of such a request, the board of directors of the irrigation district, in its discretion, may enter an order declaring that the lands be reinstated to their former status including the water rights, and directing the assessor of the irrigation district to enter the lands on the assessment roll. A copy of the order or resolution of reinstatement, certified by the president and secretary of the district, shall be filed for record in the office of the county recorder of each county wherein any portion of the reinstated land is situated.
2. The district may charge a filing fee not to exceed the costs of processing the reinstatement request (\$5.00), and may also charge a reinstatement fee not to exceed the exclusion fee provided in section 43-1101, Idaho Code (\$25.00 per lot or \$55.00 per acre or portion of an acre thereof).

TO THE BOARD OF DIRECTORS OF NAMPA & MERIDIAN IRRIGATION DISTRICT:

The undersigned hereby petition the Board of Directors for an order that the water rights for the land hereinafter described be reinstated.

(For community property, both husband and wife must sign the petition).

The land owned by the petitioner(s) is situated in _____ County and is described as follows:
Assessment # _____

Legal Description (lot/block/subdivision name): _____

The County Assessor's Parcel # (from property tax notice) _____

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND ACKNOWLEDGE ALL FACTS STATED IN THIS PETITION TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Petitioner

Petitioner

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

Known to me to be the person(s) that executed the foregoing instrument and acknowledged to that he executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

PRESSURE URBAN IRRIGATION SPECIFICATIONS

NAMPA & MERIDIAN IRRIGATION DISTRICT Updated January 1, 2013

All items unless otherwise modified herein shall conform to the "Idaho Standards for Public Works Construction" (I.S.P.W.C.), latest edition.

SMALL LOT INDIVIDUAL PARCELS LESS THAN 1 ACRE SHALL HAVE ¾" SERVICE

SYSTEM CAPACITY:

No pipe capacity shall be required in excess of the total acreage allotment. This acreage allotment shall be calculated at 6.5 GPM per irrigable acre or .733 minor inch per acre for all land served by the system. Irrigable acreage shall be determined by NMID.

Main line to make a complete loop of the subdivision from pump station with the first T-joint having isolation valve accessible in the pump station or immediately beside it.

None over forty-eight (48) inch in depth, finished grade.

Main line tube, minimum four (4) inch.

Any line serving more than one (1) lot is considered main line.

1. PIPELINE CONSTRUCTION:

1.1 MATERIALS:

1. PIPE: All pipe shall be polyvinyl chloride (PVC) Class 200, SDR 21 or better.

Pipe two (2) inches and larger shall be ring gasket joints.

2. FITTINGS: PVC pipe fittings.

Solvent weld fittings two (2) inches and smaller shall be on single service only. Fittings must be Schedule 40 or better and meet or exceed the pressure rating of the pipe. Threaded fittings shall be Schedule 80.

Fittings four (4) inches and larger shall be cast iron. Cast iron fittings must meet current AWWA requirements.

3. THRUST BLOCKING: Thrust blocks are required at tees, bends and dead ends on all pipe and fittings with rubber gasket joints. Thrust blocks are also required at elbows and tees before and after any compression type couplet and where shown on the drawings. Concrete for thrust blocks shall conform to I.S.P.W.C., CL-3000 and shall have a minimum 28-day compressive strength of 3,000 psi. Concrete thrust blocks are to be placed against undisturbed earth.

Thrust blocks shall have the following bearing areas unless otherwise called for on the drawings:

4" and small pipefittings	1.3 sq. ft.
6" pipefittings	2.0 sq. ft.
8" pipefittings	3.5 sq. ft.
12" pipefittings	8.0 sq. ft.

PRESSURE URBAN IRRIGATION SPECIFICATIONS

4. **FINDER WIRE:** No. 12 direct burial single strand copper wire (Type THHN or THWN) shall be laid adjacent to all water main and service lines. The wire shall be placed along the North and East side of the main and service lines. The finder wire shall also be extended up the valve boxes. All wire joints shall be connected with a King "One Step" 30 V twist on water tight wire nut enclosure or prior approved equal.
5. **FLEXIBLE COUPLERS:** Coupling center ring shall be constructed of ductile iron having a minimum yield of 30,000 psi. End rings shall be constructed of ductile or malleable iron. Ductile iron couplers shall have the manufacturer's standard coating. High strength, low alloy steel trackhead bolts and heavy hex nuts shall be used. (Examples: Romac 101, Rockwell 311)
6. **TAPPING SADDLES:** Saddles shall be ductile or malleable iron. Straps or bands shall be galvanized or stainless steel. Gaskets and coatings shall be the standard of the manufacturer. (Examples: Romac 101, Rockwell 311)

1.2 PIPE INSTALLATION:

GENERAL: All PVC pipe shall be assembled and installed in accordance with the pipe manufacturer's recommendations and as shown on the drawings.

1. PIPE INSTALLATION WITHIN STREET RIGHT-OF-WAYS

GENERAL: All work within street right-of-ways shall meet both the specifications of the agency having jurisdiction over the right-of-ways and current I.S.P.W.C. specifications.

EXCAVATION: All pipelines shall have a minimum of thirty (30) inches and a maximum of (48) inches finished grade. Utilities encountered in the pipe zone shall be crossed below by a minimum of 3'. Topsoil shall be stockpiled and used for the top layer during backfill.

PIPE BASE AND PIPE ZONE MATERIALS AND PLACEMENT: Pipe base and pipe zone shall include the full width of the trench from four (4) inches below the bottom of the pipe to six (6) inches above the top of the pipe. Backfill materials may be excavated native material containing no rock, organic matter or materials larger than 1/2 inches. Where the volume or quality of native excavated materials is inadequate, sand will be used for pipe base and pipe zone backfill. Pipe base material shall be placed and compacted sufficiently to preclude future settlement. Compaction of pipe zone and trench backfill material shall begin when there is sufficient cover to protect the pipe from damage. Pipe base and pipe zone shall be back-filled with commercial type bedding material or an approval alternate (free of humus, organic material, frozen material, and debris conforming to the gradation specified below:

U.S. Standard Sieve Size	Percent Passing By Weight
3/4"	100
3/8"	95-100
#4	90-100
#10	90-100
#40	15-80
#100	0-25
#200	1-10

PRESSURE URBAN IRRIGATION SPECIFICATIONS

Bedding shall be placed in lifts not to exceed six (6) inches, except for the initial lift, which shall be four (4) inches. Pipe base material shall be placed and compacted. Compaction of pipe zone and trench backfill material shall begin when there is sufficient cover to protect the pipe from damage. Pipe base and zone materials shall be compacted to 95% of maximum density in accordance with AASHTO T-99 by means of mechanical compaction. A minimum three (3) inch sand cushion shall be installed between the irrigation pipe and any existing pipes or conduits encountered.

FOUNDATION STABILIZATION: If unsuitable soil material is encountered in the floor of the trench, the floor shall be over-excavated and back-filled with three (3) inch minus granular material. The backfill material shall be uniformly graded from course to fine and free of excessive dirt and organic material. Backfill shall be compacted to 95% of maximum density in accordance with AASHTO T-99.

BACKFILL ABOVE PIPE ZONE: Where the pipe is located within the street right-of-way but outside areas to be overlaid with asphalt, suitable native material shall be used as backfill from the pipe zone to finish grade. Areas in which pavement repair is required shall be back-filled with ¾ inch minus crushed aggregate from the pipe zone to a point two (2) inches below finished pavement grade. Backfill shall be placed in lifts not to exceed six (6) inches and compacted to 95% of maximum density in accordance with AASHTO T-99. Compaction shall be done using mechanical compactors.

1.3 **SYSTEM FLUSHING:** The completed system shall be flushed of dirt and foreign material and all air shall be vented from any high points prior to placing the system in operation.

2. ISOLATION VALVES:

2.1 MATERIALS:

1. **VALVES:** Valve size unless otherwise noted on the drawings shall equal that of the pipe on which it is installed.

GATE VALVES:

2. **VALVES TWO (2) INCHES AND LARGER:** All gate valves shall meet the requirements of AWWA C 509 latest revision specifications for resilient wedge valves and shall be manufactured by Waterous, Clow or Mueller. The gate valves shall be two hundred (200) psi working pressure; non-rising bronze stem with o-ring rubber gaskets and with a two (2) inch square operating nut opening to the left.

3. **VALVE BOXES:** All gate valves shall be fitted with a standard adjustable cast iron valve box and five and one quarter (5 ¼) locking lid as manufactured by Tyler No. 6855.

4. **FLANGES / STEEL FLANGES:** Steel companion flanges shall be AWWA Class D steel ring flanges. Threaded or slip on, socket weld type as required.

5. **CONCRETE:** Concrete for valve box collars shall conform to I.S.P.W.C>, CI-3000 and shall have a minimum 28-day compressive strength of 3,000 psi.

PRESSURE URBAN IRRIGATION SPECIFICATIONS

2.2 CONSTRUCTION: Isolation valves shall be installed where shown on the plans. Valve boxes located in unpaved traffic bearing areas shall be provided with a six (6) inch thick concrete collar twenty-four (24) inches square. Valve boxes shall be installed flush with surrounding ground.

3. PAVEMENT REMOVAL AND RESTORATION:

3.1 REMOVAL OF PAVEMENT: Neatly cut all bituminous and concrete pavements regardless of the thickness prior to excavation of the trenches with an approved pavement saw or cutter. Pavement cuts shall be made a minimum of twelve (12) inches away from each side of the trench over material, which is to be left undisturbed.

3.2 PAVEMENT RESTORATION:

1. ASPHALT CONCRETE: Asphalt concrete used in conjunction with this project shall be furnished and placed in accordance with I.S.P.W.C.

2. CONSTRUCTION: The pavement shall be cut to provide clean, solid, vertical joints. Whenever possible, cut lines shall be parallel to or at right angles to the street centerline.

Immediately before applying the tack coat, the surface to be treated shall be swept clean of all loose material, dirt, excess dust or other objectionable material. No application will be permitted when the surface is appreciable damp or when weather conditions are unsuitable.

Following the preparation of the base course and abutting edges, the contractor shall apply CSS-1 emulsified asphalt (tack coat) to all joined surfaces. Asphalt concrete shall be placed to a minimum compacted depth of two (2) inches, providing a smooth, even surface conforming to adjacent surfaces.

4. SERVICE RISERS:

4.1 MATERIALS:

1. PIPE: 200 PSI Poly
2. VALVES: Curb stop valves shall be Class 200, with non-rising stem, all bronze or brass construction, and screwed ends.
3. FITTINGS: All fitting to be brass.
4. Modified Type A risers.

4.2 CONSTRUCTION: Service risers are to be constructed in conformance with the attached standard details. Service risers located along property lines adjacent to public roads shall be Type "A" only. Lateral pipelines extending to single service risers shall be two (2) inch pipe meeting the requirements of Section 1.1.1.

Joint compound or Teflon tape shall be used on all threaded joints.

All risers shall be labeled "Irrigation Water-Not for Drinking" All valve boxes and risers to be marked with seven (7) foot steel t-bar fence posts driven twenty-four (24) inches in the ground with top twenty-four (24) inches painted purple.

PRESSURE URBAN IRRIGATION SPECIFICATIONS

5. DRAINS AND AIR RELEASE VALVES:

- 5.1 DRAIN VALVES: Will be one and one-half inch (1 ½") curb stop valve or equivalent AWWA approved valve.
- 5.2 AIR RELEASE VALVE: One and one-half (1 ½) inch 200 PSI rated and must extend from the top of main line not the sides.
- 5.3 DRAIN VAULT: Twenty (20) inch PVC vault with Ford X 43 cast iron frame and 13 ½" locking lid. Obliterate words "water meter" on lid. Drain and air release valves to be located in common area.
- 5.4 CONSTRUCTION: Drains, air release and blow-off are to be constructed in conformance with the attached standard detail. Drain and air release shall be installed at the end of all pipelines serving more than three (3) service risers or as indicated by NMID.

6. ADDITIONAL REQUIREMENTS:

- 6.1 DELIVERY POINT:
The Nampa & Meridian Irrigation District (NMID) will designate the site within the proposed subdivision, short subdivision, lot, tract, parcel or site for water delivery into the new system. Where NMID delivery facilities are located on the property being divided, piping shall be designed for delivery from that point. Where NMID facilities do not exist on the property being divided, NMID will designate the delivery point based on proximity to NMID facilities and ease of future delivery pipe installation. Connection of the new distribution system to NMID facilities shall be completed by NMID crews at the landowner's expense. A deposit equal to the estimated cost for making the connection must be paid to NMID before crews will perform the work.
- 6.2 CROSS CONNECTS:
Any cross connects made to potable water supplies must meet the specifications of the entity providing the potable water. Sizing of backflow **must** meet the size of the demand. No multiples at one location. When a cross-connection is installed a meter must be set **before** acceptance. Must have a shut-off valve (AWWA approved – wedge type 2" nut) between backflow assemblies and the main line.
- 6.3 ISOLATION VALVES:
Isolation valves shall be located in common areas and two (2) feet from sidewalk off of road side each time mainline crosses road or common area. All main lines are to be looped.
- 6.4 AS-CONSTRUCTED DRAWINGS:
As-constructed drawings (detailing pipe location, service riser locations and types and isolation valves) shall be provided to NMID following construction. Drawings shall be provided on reproducible copy and shall be clean, neat, and legible along with a digitized drawing (CD). **FINAL APPROVAL WILL NOT BE ISSUED UNTIL RECEIVED!**
- 6.5 INSPECTION:
The contractor or individual installing the facilities must contact the NMID inspector forty-eight (48) hours prior to beginning any work. All trenches shall be left open for inspection Monday through Thursday.

PRESSURE URBAN IRRIGATION SPECIFICATIONS

- 6.6 **SEALING OPEN ENDS OF PIPE:**
Where the system is installed in sections or will not immediately be connected to the NMID delivery point, the open end(s) of the system shall be capped prior to backfill.
- 6.7 **STREET CROSSINGS:**
All street crossings will be marked on each side with purple fiberglass stakes saying pressure irrigation present.
- 6.8 **PROFESSIONAL ENGINEERING REQUIREMENT:**
Any short plat, plat or subdivision containing in excess of five (5) lots will be required to have irrigation system designed and stamped by a professional engineer licensed in the State of Idaho.

LARGE LOT, INDIVIDUAL PARCELS ONE (1) ACRE AND LARGER:

7. **GENERAL:** All design, material and construction requirements for large lot irrigation systems shall be the same as those for small lot irrigation systems with the following exceptions:
- 7.1 **SYSTEM CAPACITY:** Design flow rates for pipe sizing shall be determined by NMID based on parcel sizes. The maximum design flow rate, regardless of lot size, shall be 8 gpm per irrigable acre. Irrigable acreage shall be determined by NMID.
8. **TESTING:**
- 8.1 **HYDROSTATIC TESTS:** Pressure and leakage tests shall be made on all newly laid pipe or any valved section of it or both. NMID will monitor the tests as conducted by the Contractor. The contractor shall furnish all necessary assistance, equipment and material and shall make all taps in the pipe as required for the tests. The Contractor prior to placement of final surface coverings shall test the finder wire for continuity.

When any section of pipe is provided with concrete thrust blocking, the pressure test shall not be made until at least five (5) days have elapsed after the concrete thrust blocking is installed. If high-early cement is used for the concrete thrust blocking, the time may be reduced to two (2) days.

The pressure test shall be one hundred fifty (150) pounds per square inch.

- a) **DURATION:** The duration of each pressure test shall be a minimum of sixty (60) minutes.
- b) **EXPELLING AIR:** Before applying the specified test pressure, all air shall be expelled from the pipe.
- c) **PROCEDURE:** Each valve section of pipe shall be slowly filled with water to replace any water lost. The specified test pressure, measured at the point of lowest elevation by a gauge of at least two hundred fifty-five (255) psi measuring capability divided into two (2) psi increments shall be applied by means of a pump connected to the pipe in a satisfactory manner.

PRESSURE URBAN IRRIGATION SPECIFICATIONS

- d) LEAKAGE: Leakage shall be defined as the quantity of water necessary to restore the specified test pressure at the end of the test period. No pipe installation will be accepted until the leakage is less than the number of gallons per hour as determined by the following formula.

$$L = \frac{ND \sqrt{P}}{7400}$$

in which

L = allowable leakage in gallons per hour

N = number of joints in the length of pipe tested

D = nominal diameter of pipe in inches

P = average test pressure during the leakage test in pounds per square inch

Should any test of pipe laid disclose leakage greater than that allowed above, the Contractor shall, at his own expense, locate and repair the defective joints or pipe until the leakage is within the specified allowance.

PUMPS: All pumps to be high electrical efficient submersible or vertical turbines not to exceed 1800 Rpm unless stated otherwise by NMID and controlled by ABB variable frequency drive. Any pump system 15 hp or larger shall be of vertical turbine type. Jockey pump to run clear water screen continuously, minimum three (3) hp. controlled by its own VFD. Pumps are to be 3 phase unless otherwise approved.

MANIFOLDS: Must be built out of Schedule 40 pipe minimum.

FILTER SYSTEMS: All systems must have automatic self-cleaning suction scanning type filter system installed. Screen to be 200 micron (i.e. Orival, VAF, Amiad).

PUMP STATIONS: All pump stations to have enclosed building two (2) foot minimum clearance between walls and pump manifolds and control boxes. Pump Station must have access through roof to remove pumps. Each side to have minimum twelve (12) by twelve (12) inch vent – one of which will have twelve (12) inch thermostat controlled exhaust fan.

“Self-contained” pump systems must have prior management approval before acceptance. If acceptance is granted, system must have lighting, a 110v power outlet installed and have access to the wet well for cleaning.

LIGHTING: Fluorescent lighting – two (2) four (4) foot tubes with cold weather ballast. The pump station shall include at least one thirty (30) amp 110 V dual outlet power supply.

PRESSURE URBAN IRRIGATION SPECIFICATIONS

WET WELLS: Systems up to 50 hp minimum vault size shall be sixty-inch (60") diameter concrete sized to number of pumps keeping twenty (20) inches of clearance minimum from pump to wall and pump to pump. 50 hp or larger systems change the minimum vault size requirement is 72". Will have steel plate cover with access door twenty-five (25) inches by twenty-five (25) inches minimum aligned with standard manhole steps to bottom of well. Steps to be copolymer polypropylene coated one-half (1/2) inch ASTM A-615 grade sixty (60) steel to meet or exceed ASTM 6-478, AASH to M-199 specifications.

SCREENS: ALL systems must have either a Clemens or First Street screen.

CLEMANS SCREENS Intake screen structures will be concrete having twenty-five (25) inches clearance on each side and non-flag end of screen and six (6) inches minimum between screen and floor. Overflow pipe invert will be six (6) inches above top of screen. Screens will have eighteen (18) mesh stainless steel wire and sealed bearings on rotating assembly.

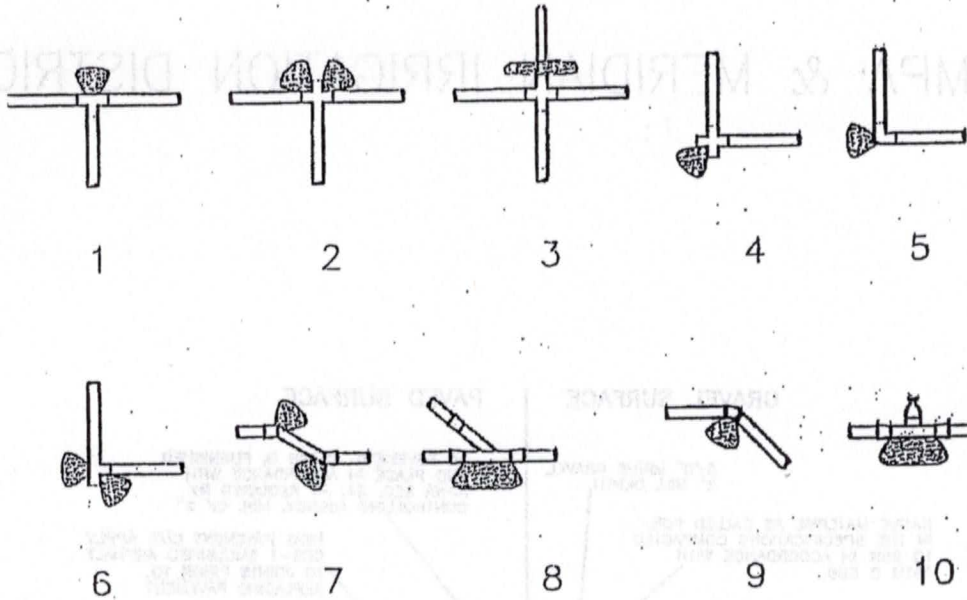
**FIRST STREET
WELDING SCREEN:** Structures will be concrete having twenty-five (25) inch clearance to sides. Screens will have eighteen (18) mesh stainless steel wire.

OTHER SCREENS: Other types of rotating clear water screens will need to be approved in writing on a case-by-case basis.

FLOW METER: All systems must have a magnetic type flow meter installed.

HARMONIC FILTERS: All systems must meet Idaho Code IEE519 and must install harmonic filters when necessary.

PRESSURE URBAN IRRIGATION SPECIFICATIONS

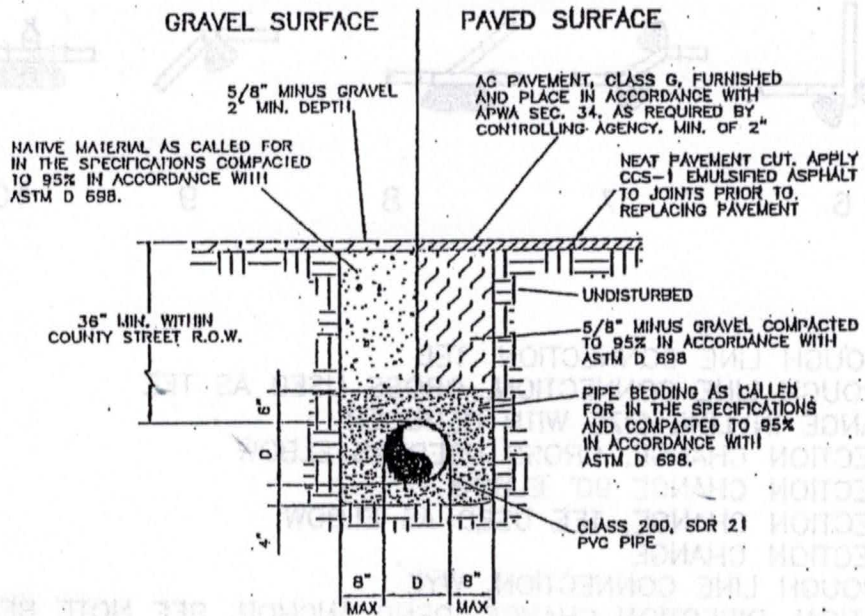


THROUGH LINE CONNECTION, TEE
 THROUGH LINE CONNECTION, CROSS USED AS TEE
 CHANGE IN LINE SIZE WITH REDUCER
 DIRECTION CHANGE, CROSS USED AS ELBOW
 DIRECTION CHANGE 90° ELBOW
 DIRECTION CHANGE, TEE USED AS ELBOW
 DIRECTION CHANGE
 THROUGH LINE CONNECTION, WYE
 VERTICAL DIRECTION CHANGE, BEND ANCHOR, SEE NOTE BELOW
 VALVE ANCHOR, SEE NOTE BELOW

E: IF THRUST, DUE TO HIGH PRESSURE, ARE EXPECTED, ANCHOR
 VALVES AS SHOWN IN DETAIL #10, AT VERTICAL BENDS, ANCHOR
 TO RESIST OUTWARD THRUSTS.

**PRESSURE URBAN IRRIGATION
SPECIFICATIONS**

NAMPA & MERIDIAN IRRIGATION DISTRICT

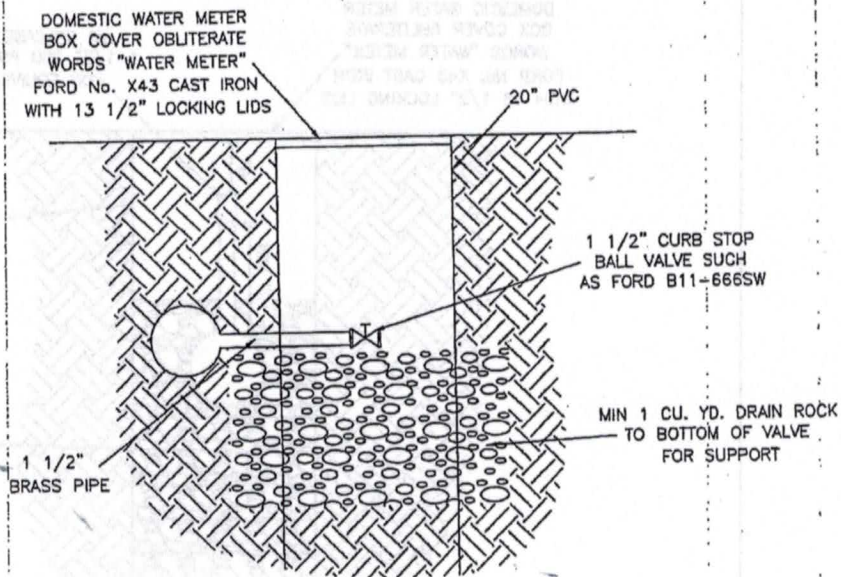


TYPICAL STREET CROSSING

SCALE 1" = 1' - 0"
(SEE NOTES 1 THRU 4)

**PRESSURE URBAN IRRIGATION
SPECIFICATIONS**

NAMPA & MERIDIAN IRRIGATION DISTRICT

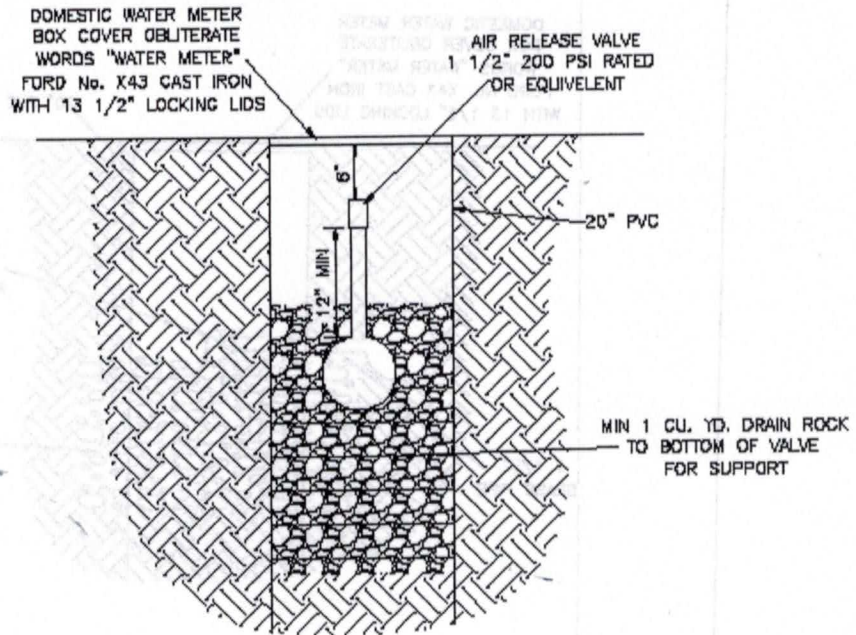


DRAIN VALVE

--NTS--

**PRESSURE URBAN IRRIGATION
SPECIFICATIONS**

NAMPA & MERIDIAN IRRIGATION DISTRICT

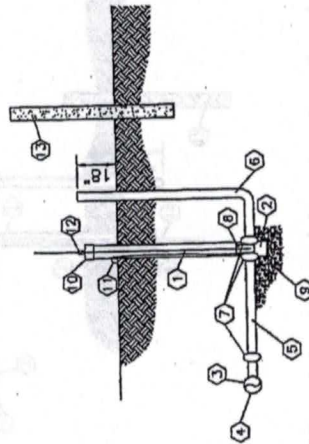


AIR RELEASE

--NTS--

NAMPA & MERIDIAN IRRIGATION DISTRICT

- ① 3" SDR 21" PVC RISER EXTEND 18" ABOVE GROUND
- ② 3" x 4" x 6" CINDER BLOCK (OR EQUAL)
- ③ 4" x 4" SADDLE MINIMUM
- ④ 4" MAIN LINE MINIMUM
- ⑤ 3/4" POLY PIPE 200 PSI
- ⑥ 6" x 3/4" 200 PSI POLY 18" ABOVE GROUND
- ⑦ 3/4" BRASS COMP. COUPLINGS
- ⑧ 3/4" BRASS CURB STOP
- ⑨ ROCK CHIPS
- ⑩ 3" FEMALE AD.
- ⑪ LOCATOR WIRE
- ⑫ 3" PVC PLUG
- ⑬ MARKER STEEL 'T' POST

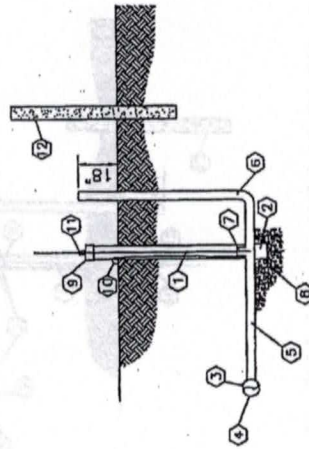


“MODIFIED”
TYPE A RISER
LONG SIDE SERVICE

--NTS--
SINGLE FAMILY RESIDENT
NAMPA, MERIDIAN IRRIGATION DISTRICT

NAMPA & MERIDIAN IRRIGATION DISTRICT

- 1 3" SDR 21" PVC RISER EXTEND 18" ABOVE GROUND
- 2 3" x 4" x 6" CINDER BLOCK (OR EQUAL)
- 3 4" x 3/4" SADDLE MINIMUM
- 4 4" MAIN LINE MINIMUM
- 5 6" x 3/4" BRASS NIPPLE
- 6 6" x 3/4" 200 PSI POLY 18" ABOVE GROUND
- 7 3/4" BRASS CURB STOP
- 8 ROCK CHIPS
- 9 3" FEMALE AD.
- 10 LOCATOR WIRE
- 11 3" PVC PLUG
- 12 MARKER STEEL 'T' POST



LONG SIDE SERVICE

"MODIFIED"
TYPE A RISER
SHORT SIDE SERVICE

--NTS--
SINGLE FAMILY RESIDENT
NAMPA, MERIDIAN IRRIGATION DISTRICT

**NAMPA & MERIDIAN IRRIGATION DISTRICT QUESTIONNAIRE FOR
CONSTRUCTION CONTRACT FOR THE PRESSURIZED
URBAN IRRIGATION SYSTEM**

PLEASE TYPE OR PRINT.

1. Please set forth the following as to the current owner of the property:
 - a. Name _____
 - b. Address _____
 - c. Telephone Number _____
2. Please designate whether the owner is an individual, partnership or corporation. _____

3. If the owner is an individual and is married, please set forth the name of the owner's spouse (unless the land is held as sole and separate property) _____
4. Please set forth the name of the person(s) who will sign the contract. _____
5. Please set forth the title of the person who will sign the contract.

6. When do you expect final plat approval? _____
7. From what municipality or county do you expect final plat approval? _____

8. Have you filed or do you possess a preliminary plat? _____ Yes _____ No
9. If the plat has already been recorded please provide the following recording information: The plat was recorded as instrument number _____ in Book _____ of Plats, at pages _____, records of _____ County, Idaho.
10. When do you expect to begin construction of the PUIS? _____
11. When do you expect completion of the PUIS? _____
12. Have you submitted plans and specifications of the PUIS to NMID for approval? _____
_____ If so, when? _____
13. Have your plans and specifications for the PUIS been approved? _____
_____ If so, when? _____
14. Is the owner/developer represented by an attorney? _____ If so, please state name and phone number of attorney _____

15. Have you or someone on your behalf reviewed NMID's standard form construction contract for PUIS? _____ If so, please set forth the number of the paragraph within the standard form contract about which you have questions. _____

16. Have any lots in the subdivision been sold? _____
If so, please set forth the lot and block of each lot that has been sold. _____

17. Do you intend to share a pump station with another subdivision? If so, please list the name(s) of the subdivision and the owner(s) of each such subdivision. _____

18. Do you intend to exclude any lots for the PUIS to be operated and maintained by NMID? _____ If so, please list the lot and block of each lot to be excluded

19. Do you intend to include any lots in the PUIS that are not in your subdivision?

_____ If so, please list the reason for including such lots: _____

20. Do you intend to have a backup water source? _____ If so, please state the source of the backup water _____

22. **PLEASE PROVIDE THE FOLLOWING INFORMATION WITH THIS QUESTIONNAIRE:**

a. A legible copy of the legal description for the boundary of this subdivision.

b. A copy of the recorded deed showing proof of the current ownership of the entire parcel what will comprise the subdivision.

c. A copy of all CC&R's pertaining to this subdivision.

d. A copy of the preliminary plat.

E. If a new pump station is to be constructed for this subdivision, the preliminary plat must show the location of the pump station as a separate, non-buildable lot.

By signing this Questionnaire, I the undersigned, authorize NMID and its attorney to prepare a contract for pressurized urban irrigation system within _____
***SUBDIVISION** to transfer ownership of the PUIS to NMID. I understand that, if final plat approval of the subdivision is not granted, the contract will be null and void, but I will be responsible to pay NMID for costs associated with preparation of the contract including attorney's fees and engineering fees. I further understand that the property subject to the pressurized urban irrigation system will be assessed for all costs of maintenance, operation and repair of the pressurized irrigation system upon recordation of the final plat and final approval of the contract documents by Nampa & Meridian Irrigation District. The assessments will be made after the second Board meeting of Nampa & Meridian Irrigation District in September. Assessments will issue to the owners of the property at the time of assessment. Assessments will be made whether or not any or all lots in the subdivision have been sold by the developer to third parties.*

DATED this ____ day of _____, _____ (year)

[Print Name]

[Signature]