

IDAHO OPPORTUNITY FUND- FY2025

GRANT TERMS AND CONDITIONS – LOCAL GOVERNMENT

This Idaho Opportunity Fund Grant Agreement (Agreement) is between the Idaho Department of Commerce (Department) and the City of Nampa (Grantee) for the purpose of implementing the Idaho Opportunity Fund (IOF) in partnership with Tractor Supply Company, a Delaware Corporation, or any wholly owned subsidiary of Tractor Supply Company, a Delaware corporation (Company). The Effective Date of the Agreement is the date of the Departments signature.

1. Background.

The Company proposes to establish and operate a facility that is a logistics distribution center on 18056 Midland Blvd. Nampa, ID in Nampa, Idaho. In connection with the development of the Project the Company expects to invest at least \$250,000 in construction costs and to employ 513 persons within a period of approximately 5 years. Additionally, the Company also expects that it, in conjunction with the Grantee, will make additional improvements to public infrastructure in the immediate area of the Project to facilitate the construction and operation of the Project. The Project is detailed in Appendix A – Scope of Work and Appendix B - Budget.

2. Definitions.

Unless the context requires otherwise, all terms not defined below shall have the meanings defined in IDAPA 28.02.03.

Company: A for profit entity identified as Tractor Supply Company, a Delaware Corporation, or its wholly owned subsidiary.

Department: Idaho Department of Commerce

Effective Date: The date the Department executes the Agreement

Grantee: City of Nampa

IOF: Idaho Opportunity Fund

Project: The goods, services, parts, supplies, design, plans, construction of, or expansion of, a facility to support the Company's business.

Public Costs: Those costs as defined in IDAPA 28.02.03.

3. General Conditions.

The Grantee shall adhere to the Idaho Opportunity Fund Grant Administrative Rules IDAPA 28.02.03. Both parties shall additionally adhere to statutes and regulations of the State of Idaho. Execution of this Agreement by the Grantee serves as an acknowledgement that they are familiar with all statutes, rules and regulations and guidelines noted in this paragraph.

4. Grantee Responsibility.

In addition to the terms and conditions set forth herein, the Grantee is responsible for providing local match as detailed in Appendix C – Milestones and Budget, and is responsible to enter into a

Company Performance Agreement with the Company. The Company Performance Agreement must include the conditions set forth in Appendix D – Company Performance Agreement Requirements.

5. Period of Performance.

The Project work to be completed hereunder shall begin from the date of signature and shall continue up to and including Project closeout.

6. Grants.

To induce the Company to locate 750,000 SQ FT logistics and distribution facility in Nampa, Idaho and to achieve the job minimum at the Project, the Department will make an IOF grant to the Grantee in the amount of \$250,000. The parties acknowledge and agree that Grantee's matching funds in the amount of \$13 million have already been provided and invested by the Nampa Development Corporation ("NDC"), the urban renewal agency for the City of Nampa.

In the event that costs exceed the total dollars budgeted for the Project, the Grantee, the Company and their project partners shall be responsible for the cost overruns. The Department will not provide additional IOF grants to pay cost overruns. In addition, IOF grants cannot be shifted to new activities.

7. Allowable Costs.

Allowable Costs are limited to costs of:

- a) construction of or improvements to new or existing water, sewer, gas or electric utility systems for new or existing buildings to be used for industrial or commercial operations;
- b) flood zone or environmental hazard mitigation;
- c) construction, upgrade or renovation of other infrastructure related items including, but not limited to, railroads, broadband, parking lots, roads or other public costs that are directly related to specific job creation or expansion projects.

The Grantee may not request reimbursement of, or withhold, or charge fees of any kind incurred due to the administration of the Agreement or Project.

8. Payment.

The Department will pay the Grantee on a cost reimbursable basis as detailed in Appendix C – Milestones and Payments. The Grantee shall provide the Department with documentation which show the expended costs and payments to contractors. Such documentation shall include vendor invoices, statements, checks and if applicable, photographs of the work at various stages of completion. If the Department is satisfied with the request, the Department will pay the amount requested within thirty (30) days of the receipt of the request.

The Grantee shall certify that all work that is billed to the Department is complete at the time of billing and that the Grantee has reimbursed their contractors or subcontractors for the work. The Grantee shall be responsible for any discrepancy or error in billing or documentation. There are no Grantee administrative costs permitted under the IOF.

9. Invoicing.

Invoicing shall occur not more often than monthly and at least quarterly. All invoices are to be sent directly to the Department to the Attention of the Grants Officer.

On each request for funds submitted to the Department, the Grantee shall certify the information is true and correct based upon the Grantee's official accounting records. Invoices shall consist of:

- a cover letter from an authorized Grantee representative stating the progress to date and the total amount of Grant funds requested for reimbursement;
- copies of invoices for scope of work completed;
- copies of the Grantee's cancelled check(s) or other verification of payment for work completed; and
- Project photos of work progress to date.

10. Reporting.

The Grantee shall submit a performance report with each request for IOF funds. In the event a request for funds is not made, the Grantee shall still be required to submit a performance report, at least annually, on the one (1) year anniversary of the effective date of the grant, until such time as the grant is closed. The performance report will explain the following:

- % of work complete;
- work in progress;
- work remaining;
- problems or unexpected issues that have arisen;
- at risk work; and
- photos of work progress to date
- job creation data

11. Records and Audit Rights.

In the performance of this agreement, the Grantee shall keep books, records, and accounts of all activities related to the provisions of this agreement. Designated Department officials charged with carrying out this Agreement and having a need to know will have the right, from time to time on reasonable notice at reasonable times and at a reasonable location the Grantee designates, to examine the Grantee's records relating to the Project as may be necessary to verify the Company's compliance with the IOF. Any information the Grantee provides to the Department under this article will be confidential to the extent permitted by law.

12. Relationship of Parties.

The agreeing parties agree that no employer-employee relationship is established between the Department and the Grantee by the terms of this agreement. The Grantee further indemnifies the State of Idaho and the Department and holds them harmless against any and all suits, actions, claims or losses of every kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of the Grantee that may arise out of this agreement on its performance.

13. Conflict of Interest

No official or employee of the Department or the Grantee shall have any direct or indirect financial interest in the project.

14. Termination.

The Department is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of the Agreement.

For Cause: The Department shall have the right to terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined the Grantee has failed to comply with the conditions of the agreement, or funding for the IOF is reduced or eliminated. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination and the effective date.

Force Majeure: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Grantee shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Grantee. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Grantee's or Company's finances shall not be a Force Majeure.

15. Disclaimers.

(a) The Grantee acknowledges that the Department has not designed the Project, that the Department has not created any plans or specifications with respect to the Project, and that the Department:

(i) is not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities;

(ii) has not made any recommendation, given any legal advice or taken any other action with respect to:

(A) the choice of any contractor, supplier, vendor or designer of, or any other contractor, supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part of the Project or any property or rights relating to the Project; or

(B) any action taken or to be taken with respect to the Project or any component part of the Project or any property or rights relating to the Project at any stage of the construction of the Project.

(iii) has not made any warranty or other representation, express or implied, that the Project or any component part of the Project or any property or rights relating to the Project:

(A) will not result in or cause injury or damage to persons or property;

(B) has been or will be properly designed, or will accomplish the results which the Grantee intends; or

(C) is safe in any manner or respect.

EXCEPT AS OTHERWISE PROVIDED IN ANY OTHER WRITTEN AGREEMENT BETWEEN THE DEPARTMENT AND THE GRANTEE, THE DEPARTMENT MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR ANY COMPONENT PART OF THE PROJECT, INCLUDING WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY OF THE PROJECT FOR ANY PURPOSE. THE GRANTEE WAIVES THE BENEFITS OF ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE DEPARTMENT AS THEY MAY RELATE TO THE FOREGOING.

16. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho.

17. Severability.

Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a Court of competent jurisdiction, then:

- (a) such determination will not invalidate or render unenforceable any other provision of this Agreement;
- (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and
- (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

18. Amendments

The Department may amend this Agreement on its own initiative or at the request of the Grantee to reflect changes in the Scope of Work, Design or Budget of the project. Such changes shall be mutually agreed upon and evidenced by a written agreement amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the Scope of Work or Budget. No changes in Scope of Work, costs or services shall be effective until approved in a written agreement amendment signed by both parties. The Department reserves the right to require review and approval of the Grantee's elected governing body of any agreement amendments proposed by the Grantee's chief elected official.

19. Notices.

Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States Mail, if sent by certified mail, return receipt request, in each case to the respective address of the Company and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Department, to
Idaho Department of Commerce
Attn: Thomas F. Kealey
700 W State St.
Boise, ID 83702

With a copy to
Idaho Department of Commerce
Ewa Szewczyk
700 W State St.
Boise, ID 83702

If to the Grantee, to
Robyn Sellers
City of Nampa Economic Development
500 12th Ave S
Nampa, ID 83651

With a copy to
Mayor Debbie Kling
City of Nampa
411 3rd Street South
Nampa, ID 83651

20. Publicity.

Except as required by law, the Grantee will make no public announcement of the parties entering into this Agreement or the terms and conditions of this Agreement without the prior written consent of the Department.

21. Entire Agreement.

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

The parties execute this Idaho Opportunity Fund Agreement as of the Effective Date.

Idaho Department of Commerce
Tom Kealey
Director

City of Nampa
Debbie Kling
Mayor

Date

Date

Appendix A – Scope of Work

The Company is a distribution/logistics operation considering a site in the North Nampa Industrial Area. Nampa created an urban renewal agency in 2006 which incorporated a large area designated for future industrial development. Since that time the City staff has worked with property owners and developers to generate interest in moving forward with the creation of a large industrial park. In 2020 the property was annexed and zoned for light industrial in 2021.

The Company has been engaged in the site location process. The Nampa Development Corporation committed and has provided \$13 million in funding to offset infrastructure costs necessary for the development of the site this project is considering. The funding was used to complete sewer extensions, water line extensions and road work to access the site and create connectivity to the main arterials. Additionally, the City of Nampa will provide expedited permitting for the project and dedicated staff support to ensure their construction schedule is achieved.

This project will include multi-use pathway that will go along the frontage roads that would benefit the public. The estimated cost for the pathway would be \$250,000. The project will also complete right of way improvements to the public right of way. There will be a right turn and left turn lanes into the employee lot off of Midland that would have an estimated cost of \$600,000. There will also be acceleration and deceleration lanes from Ustick in the site for trucks that the estimated cost will also be \$600,000.

The Company is a large distribution facility that will construct at 750,000 SF facility and employ over 500 positions paying above the county average wage as detailed below. It represents an investment of more than \$179 Million in capital expenditures. This project will utilize the infrastructure development that was constructed with funding from the Nampa Development Corporation and private funds that is critical for this industrial like the Company to locate in Nampa.

It is anticipated that the Company will make their site selection by Spring of 2024 with construction beginning in the Fall of 2025 and completed by March of 2027.

Hiring Schedule

	Position	Hourly Rate	Annualized Wages	Headcount	Year 1 - 2026	Year 2 - 2027	Year 3 - 2028	Year 4 - 2029	Year 5 - 2030
Senior Ops Leaders									
	General Manager	\$ 81.73	\$ 170,000	1	1	1	1	1	1
	Assistant General Manager	\$ 60.10	\$ 125,000	1	1	1	1	1	1
Support Leaders									
	HRBP	\$ 50.48	\$ 105,000	1	1	1	1	1	1
	Facilities Maintenance Manager	\$ 49.54	\$ 103,051	1	1	1	1	1	1
	LP Safety Manager	\$ 48.08	\$ 100,000	1	1	1	1	1	1
	Analyst, IT DC	\$ 38.46	\$ 80,000	1	1	1	1	1	1
	Hr Generalist	\$ 37.02	\$ 77,000	1	1	1	1	1	1
Operations Mgrs									
	Ops Manager	\$ 48.08	\$ 100,000	5	5	5	5	5	5
Supervisors									
	Receiving Supv	\$ 35.91	\$ 74,689	4	4	4	4	4	4
	LDPA Supv	\$ 35.91	\$ 74,689	4	4	4	4	4	4
	Orderfill	\$ 35.91	\$ 74,689	4	4	4	4	4	4
	Shipping	\$ 35.91	\$ 74,689	4	4	4	4	4	4
	IC Supv	\$ 35.91	\$ 74,689	4	4	4	4	4	4
	Maintenance Sup	\$ 40.89	\$ 85,055	2	2	2	2	2	2
	Training Supervisor	\$ 35.91	\$ 74,689	1	1	1	1	1	1
	Supervisor in Training	\$ 24.00	\$ 61,109	2	0	0	2	2	2
Transportation									
	Planner, Outbound Transp Supervisor	\$ 24.50	\$ 70,000	2	2	2	2	2	2
Hourly Specialized									
	Performance Coordinator	\$ 24.00	\$ 49,920	2	2	2	2	2	2
	HR Coordinator	\$ 24.00	\$ 49,920	2	2	2	2	2	2
	DC Admin HR	\$ 24.00	\$ 49,920	2	2	2	2	2	2
	Admin Assistant	\$ 24.00	\$ 49,920	1	1	1	1	1	1
	DC Slotting Lead	\$ 24.00	\$ 49,920	2	2	2	2	2	2
Maintenance									
	Maintenance Tech III	\$ 34.00	\$ 70,720	3	3	3	3	3	3
	Maintenance Tech II	\$ 29.00	\$ 60,320	6	6	6	6	6	6
	Maintenance Tech I	\$ 24.00	\$ 49,920	6	6	6	6	6	6
Hourly Material Handlers									
	Material Handler - 10A	\$ 20.00	\$ 41,600	120	120	110	120	120	130
	Material Handler - 10B	\$ 20.50	\$ 42,640	100	100	100	105	110	110
	Material Handler - 12A	\$ 22.00	\$ 45,760	100	100	100	105	110	110
	Material Handler - 12B	\$ 22.50	\$ 46,800	100	100	100	100	100	100
				483	481	471	493	503	513

Investment Schedule

Entity Name
Project Plan Distribution Center
Job Multiplier 1.66

DESCRIPTION OF CAPITAL INVESTMENT BY PROPERTY TYPE

Owner	Property Type & Description	Economic Life	Property Location Site Address & Parcel No.	Estimated Cumulative Investment Amounts					
				2024	2025	2026	2027	2028	2029
Non-Qualified	Land and related due diligence	117 acres	34361013 0 34361010;34361011; 3463010;34361013A;34361 34361014;34361014A	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000
	Building Improvement <i>Real property improvements to land - building</i>	NA or greater than 27.5			107,000,000	131,000,000	131,000,000	131,000,000	131,000,000
	Warehouse and Distribution Equipment <i>Equipment used directly in warehouse activities</i>	9 years			32,000,000	64,000,000	64,000,000	64,000,000	64,000,000
			62222215						
Total Qualified Real Property Investment					\$ 107,000,000	\$ 131,000,000	\$ 131,000,000	\$ 131,000,000	\$ 131,000,000
Total Qualified Personal Property Investment					\$ 32,000,000	\$ 64,000,000	\$ 64,000,000	\$ 64,000,000	\$ 64,000,000
Applicable Exemption Real Estate					0%	75%	75%	50%	25%
Applicable Exemption Personal Property					0%	75%	75%	50%	25%
Maximum Value Exempted				#VALUE!	\$ -	\$ 146,250,000	\$ 146,250,000	\$ 97,500,000	\$ 48,750,000
Jobs Created (Total Cumulative)*					513				

Appendix B – Budget

Overall Project costs:	\$195,000,000
IOF Grant:	\$250,000
Match Amount:	\$13,000,000 Urban Renewal Infrastructure Match

Appendix C – Milestones and Payments

PROJECT ACTIVITY	SCHEDULE	Milestone Payments
Start of Construction	03/31/2025	\$62,500.00
Completion of roadway construction/multi-use pathway construction	04/30/2025	\$62,500.00
Receipt of Certificate of Occupancy	05/31/2025	\$62,500.00
Confirmation of hiring first 100 employees	08/31/2025	\$62,500.00

Appendix D – Company Performance Agreement Requirements

The Grantee is required to enter into a Company Performance Agreement (CPA). The Grantee may use their own Economic Development Agreement for this purpose, however the CPA must be provided to Commerce. Each CPA will contain one or more of the following legislative requirements:

- (a) A commitment to create or retain a specified number of jobs within a specified salary range at a specific location;
- (b) A commitment regarding the time period in which the jobs will be created or retained and the minimum time period for which the jobs must be maintained;
- (c) A commitment to complete the construction related to the agreed upon capital expenditures;
- (d) A provision that a reasonable percentage of the total amount of the grant be withheld until specified performance targets are met;
- (e) A provision that a reasonable percentage of the total amount of the grant be withheld until the specified number of jobs are maintained for a specified period of time;
- (f) A commitment to provide proof satisfactory to the Local Government and the Department of new jobs created or existing jobs retained and the salary level of those jobs;
- (g) A provision that funds received under the Company Performance Agreement may be used only for a purpose as authorized by the Opportunity Fund
- (h) A provision allowing the Department or the Local Government to inspect the records of the Grantee Business as required to confirm compliance with the Company Performance Agreement or with the requirements of the Opportunity Fund. The provision shall limit the access of the Department and/or Local Government to only those records of the Grantee Business that are necessary to ensure compliance;
- (i) A provision establishing the method for determining compliance with the Company Performance Agreement;
- (j) A provision establishing a schedule for disbursement of funds under the Company Performance Agreement that allows disbursement of funds only in proportion to the amount of performance completed under the Company Performance Agreement;
- (k) A provision requiring repayment of grant funds and corresponding terms for repayment, if applicable, in the event a Grantee Business subsequently fails to comply with the terms of the Company Performance Agreement;
- (l) A provision that any repayments of grant funds required if the performance targets are not achieved may be prorated to reflect a partial attainment of job creation or other performance targets; and
- (m) Any other lawful provision the Department or the local government finds necessary to ensure the proper use of state or local funds.