



- 10) Approve the Construction Agreement and FAA Grant Application for the upcoming FAA Airport Pavement Maintenance Project and authorize the Mayor and City Clerk to sign all related documents.
- 11) Approve the agreement with Angelo Benedetti, LLC for the removal, recycling, and resurfacing of North 10th East Street and authorize the Mayor to sign.
- 12) Approve the consulting agreement with TischleBiseGalena, Inc., regarding City of Mountain Home Impact Fees and authorize the Mayor to sign.
- 13) Approve agreement with Forte to process CivicPlus payments for building services and authorize the Mayor to sign.
- 14) Approve the airport hangar land lease with Kookaburra Kiwi LLC (Scott Riley), and authorize the Mayor to sign.
- 15) Pass Resolution 17-2026R and authorize the Mayor and Clerk to sign.

## **OLD BUSINESS**

- 1) Action Item: Deliberation/Decision regarding the letter of engagement with Sorren CPAs for FY26 auditing services, and authorize the Mayor and City Clerk to sign the required documents.
- 2) Action Item: Deliberation/Decision regarding task order amendment with Keller Associates, Inc., and authorize the Mayor to sign.

## **NEW BUSINESS**

- 1) Action Item: Discussion/Decision regarding the recommendation from the Golf Advisory Committee recommending that the position of Golf Professional be established and hired as a City employee.
- 2) Action Item: Discussion/Decision regarding the recommendation from the Golf Advisory Committee recommending that the City owns and operates the Golf Course Pro Shops under the guidance and expertise of the Golf Pro/Director of Golf.
- 3) Action Item: Discussion/Decision regarding the recommendation from the Golf Advisory Committee recommending the adoption of the ForeUp Golf Management Software system for Golf Course operations.
- 4) Action Item: Discussion/Decision regarding the ForeUp Golf Management Software system agreement and execution of documents.
- 5) Action Item: Discussion/Decision regarding the termination of the existing Golf Management Software system Zin.

## **FINAL COMMENTS**

## **ADJOURN**

## **STAFF MEMO**

- 1) Staff Report Fiber Optic Department.
- 2) Staff Report City Hall
- 3) Staff Report Water and Wastewater
- 4) Staff report regarding annexation agreement examples.



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MINUTES OF THE REGULAR MEETING OF THE  
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,  
HELD ON APRIL 28<sup>th</sup>, 2026, AT 5:00 P.M.  
AT MOUNTAIN HOME CITY HALL CHAMBERS  
MOUNTAIN HOME, IDAHO

##### CALL MEETING TO ORDER/ESTABLISH A QUORUM

##### RECOGNIZING PERSONS IN THE AUDIENCE

##### PRESENTATION/GUEST

- 1) Idaho Power Community Presentation by Steven Jenkins of Idaho Power
- 2) Presentation by Kaisa Crossley for the Nonprofit Just Serve.
- 3) Presentation by Mindy Curran and Heather Allen with Central District Health

##### CONFLICT OF INTEREST DECLARATION

Has any Council Member received information pertaining to, or otherwise had any contact with any person regarding any items on this City Council agenda? If so, please set forth the nature of the contact.

##### CONSENT AGENDA

All matters listed within this Consent Agenda section require formal Council action, but are typically routine or not of great controversy and will be enacted by one motion. Questions for the purpose of clarification may be asked about a particular item before the motion is voted on. However, for lengthy discussion or separate motion a Council member or citizen may request an item be removed from the Consent Agenda section and placed on the Regular Agenda.

**ALL CONSENT AGENDA ITEMS LISTED BELOW ARE ACTION ITEMS.**

- 1) Approval acceptance of minutes: Regular Planning and Zoning Commission Minutes — March 17, 2026
- 2) Approval acceptance of minutes: Regular City Council Minutes — April 14, 2026
- 3) Bills from 4/15/2026 to 4/28/2026 in the amount of \$554,051.09
- 4) Treasurer's report for the period ending March 31, 2026
- 5) Approve the MOU with multiple agencies for civil law enforcement support for Gunfighter Skies 2026 airshow and authorize Chief Larsen to sign.
- 6) Approve the task order amendment with Keller Associates, Inc., and authorize the Mayor to sign.  
**(Pulled from Consent Agenda and moved to New Business)**
- 7) Approve the education partnership agreement with Park University and authorize the Mayor to sign.
- 8) Accept letter of engagement with Bailey & Company, Chtd. CPAs for FY26 auditing services and authorize the Mayor and City Clerk to sign the required documents.
- 9) Accept letter of engagement with Sorren CPAs for FY26 auditing services, and authorize the Mayor and City Clerk to sign the required documents.  
**(Removed from Agenda)**
- 10) To provide a letter of support from the City of Mountain Home to CDH to add to their application for the grant.

##### OLD BUSINESS

- 1) **Action Item:** Deliberation/Decision regarding audio or video recording of committee meetings.
- 2) **Action Item:** Deliberation/Decision regarding the Railroad Extension/Relocation Project (Mountain Home Municipal Airport) and the allocation of funds.

##### NEW BUSINESS

- 1) Items removed from the Consent Agenda
- 2) Approve Finding of Facts for a conditional use permit to operate a drive-up window located at 945 Airbase Road with conditions.
- 3) Approve Finding of Facts for a conditional use permit to expand the Mountain Home High School administrative office located at 300 S. 11<sup>th</sup> East Street with conditions.
- 4) **Action Item:** Deliberation/Decision regarding the request by staff to correct specific accounting entries related to the Fire and Police impact fee and revenue accounts.
- 5) **Action Item:** Deliberation/Decision requiring city staff's request for direction for funding the development impact fee study.
- 6) **Action Item:** Deliberation/Decision to reinstate Resolution 20-2025R, thereby reestablishing the Planning and Zoning Commission to serve in the capacity of the Development Impact Fee Committee.

##### FINAL COMMENTS

##### ADJOURN

MINUTES OF THE REGULAR MEETING OF THE  
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,  
HELD ON APRIL 28<sup>th</sup>, 2026 AT 5:00 P.M.

The Council of the City of Mountain Home, Elmore County, Idaho, met at the Mountain Home City Hall Chambers, 160 South 3<sup>rd</sup> East, Mountain Home, Idaho, on April 28, 2026. A quorum was established with Councilmember Harjo, Councilmember Wirkkala, Councilmember McCarthy, Councilmember Sanders, and Mayor Sykes being present.

RECOGNIZING PERSONS IN THE AUDIENCE

James Newton came forward to ask that LID 2 come back as an action item on the May 12, 2026 meeting and Council take formal action to move it forward.

Karl Huffaker, a railroad engineer, questioned the value of a recent rail assessment, noting prior inspections and cost estimates had already been completed.

John Hostracher came to express his support for LID 2 to move forward.

Wren Hernandez reintroduced herself and remind people that she was running for Elmore County Commissioner and to thank everyone that went to the Chamber event to meet the candidates.

PRESENTATION/GUEST

1) Idaho Power Community Presentation by Steven Jenkins of Idaho Power.

Steven Jenkins shared a presentation on the Idaho Power Update for the City of Mountain Home on how they support the community and the anticipated future growth for the area. He asked the Mayor and Council if they had any questions once his presentation was complete.

Mayor Sykes asked if Idaho Power was looking into small modular nuclear reactors.

Mr. Jenkins stated that due to the challenge of costs, no projects had yet been initiated. He explained that Idaho Power was currently focused on major transmission projects to bring hydro, solar, and wind energy from surrounding regions to meet demand.

Mayor Sykes asked how fluctuating water levels at the Milner Mile, including potential low irrigation flows, could impact hydroelectric generation and whether that would affect power supply or rates.

Mr. Jenkins explained that the company managed water variability with a diversified energy mix, including hydro, wind, solar, and battery storage, which allowed them to reduce turbine use and conserve water while maintaining reliability.

2) Presentation by Kaisa Crossley for the Nonprofit Just Serve.

Kaisa Crossley said she represented a nonprofit organization called Just Serve, which promotes community services and gave a presentation on the organization and how people could get involved.

3) Presentation by Mindy Curran and Heather Allan with Central District Health.

Heather Allan with Central District Health shared a presentation on Communities for Youth, an Idaho-based initiative focused on improving youth mental health and well-being through upstream prevention. She closed by stating they were applying for a grant through the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and asked the Mayor and Council for a letter of support.

Mayor Sykes said he had no problem giving a letter of support on his end and mentioned Chief Larsen was also providing a letter. He confirmed the Council's letter of support was on the agenda for the meeting.

Councilmember Sanders asked if Communities for Youth would be willing to partner with the City's Youth Advisory Committee.

Heather Allan responded that they would be very interested in a partnership and explained that their work already focused on engaging youth through paid internships, teen action teams, and participation in city meetings and initiatives, along with structured feedback efforts like surveys and data walks to ensure youth voices are included in decision-making.

CONFLICT OF INTEREST DECLARATION

Has any Council Member received information pertaining to, or otherwise had any contact with any person regarding any items on this City Council agenda? If so, please set forth the nature of the contact.

Councilmember McCarthy stated he had a family member apply for the DIFAC, just to be transparent.

No other members of Council had anything to declare.

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CONSENT AGENDA

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- 9) Accept the letter of engagement with Sorren CPAs for FY26 auditing services, and authorize the Mayor and City Clerk to sign the required documents.
- 10) To provide a letter of support from the City of Mountain Home to CDH to add to their application for the grant.

Councilmember Wirkkala asked for clarification on Item 6 on what the task order to Keller was.

Tiffany Belt, City Clerk, explained that it was for Keller's general engineering services, and the amendment was to inform the increase on the total combined budget limit for the task orders.

Councilmember McCarthy said he would like to pull Item 6 for discussion.

Councilmember Wirkkala then asked about Item 10 and if the letter in the packet would be the exact letter the Council would be signing.

Mayor Sykes explained it was his understanding the letter was their draft, but could be edited to meet Council's support.

Councilmember Sanders asked to clarify Item 5, noting a discrepancy in the document.

Councilmember Harjo added that Chief Larsen had addressed that and had a copy that had been fixed through interlineation.

Councilmember McCarthy asked to pull Item 9 for clarification until next Council meeting.

Councilmember McCarthy made a motion to approve the Consent Agenda, pulling Item 6 to New Business, correcting Item 5 through interlineation, and pulling Item 9 until next meeting. Councilmember Wirkkala seconded the motion. The vote goes as follows: Councilmember Sanders; aye, Councilmember McCarthy; aye, Councilmember Wirkkala; aye, Councilmember Harjo; aye. The motion passed unanimously.

OLD BUSINESS1) Action Item: Deliberation/Decision regarding audio or video recording of committee meetings.

Councilmember McCarthy raised the topic of recording advisory committee meetings, advocating for increased transparency. He referenced existing city ordinance requirements for recording City Council and Planning and Zoning meetings and suggested extending those practices to advisory committees.

Councilmember Harjo explained that when the policy was originally drafted, advisory committees were not included due to staffing and budget limitations, as there were no resources available to support recording and managing those meetings.

Councilmember McCarthy acknowledged the staffing concerns but questioned whether existing staff and Council liaisons assigned to advisory committees could assist with recording.

Councilmember Wirkkala expressed support for recording advisory committee meetings but noted concerns about staffing and costs, suggesting it be evaluated during the budget process. She also clarified that she would not support recording Youth Advisory Committee meetings due to participants being minors.

Mayor Sykes offered to work with staff to develop a cost estimate for recording advisory committee meetings, noting differences in meeting frequency and the need for staff to manage minutes despite available transcription tools.

Tiffany Belt stated that staff did not rely on Microsoft Teams transcription for meeting minutes, noting it was not accurate enough, and that staff instead reviewed audio recordings and manually prepared the minutes.

Mayor Sykes requested time to gather cost estimates before a decision was made, noting the need to account for staffing, consistency, and coverage if assigned individuals were unavailable. He offered to provide a projected line-item cost to help guide Council's decision.

Tiffany Belt noted that Chapter 2 of the ordinance, which governed advisory committees, required each board to include a Youth Advisory Council member, which was not currently being followed. She added if it was followed, video recording would not be able to happen.

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There was a discussion between Councilmember McCarthy and Tiffany Belt about youth members being on advisory committees in the past along with all the portions of Chapter 2 of the ordinance needing overhaul.

Tiffany Belt stated that managing livestreaming equipment added significant workload beyond the Clerk's role and created challenges alongside meeting facilitation and documentation duties. She expressed a preference for recording and posting meetings later instead of livestreaming.

Councilmember McCarthy acknowledged staff concerns but stated he did not want technical or cost issues to prevent efforts toward transparency. He suggested existing staff and Council liaisons could assist with recording responsibilities and emphasized that other cities provide similar access, encouraging the City to work through challenges and move forward with improving transparency.

Tiffany Belt stated she supported community involvement, but suggested committees appoint their own secretaries to handle agendas, transcription, and documentation. She noted this approach would give committees more ownership of their work and referenced other cities where committee members perform these duties without compensation.

Mayor Sykes stated that having advisory committees appoint their own secretary could reduce costs, avoid using tax dollars, and still maintain transparency through recorded meetings and documented minutes.

Councilmember Sanders stated there were multiple factors to consider, including balancing transparency with logistical challenges and youth participation. He supported making government activities accessible but noted a practical solution had not yet been determined.

Mayor Sykes suggested reaching out to the Youth Advisory Council to gauge interest in serving on advisory committees and noted the importance of youth involvement while acknowledging it created challenges in the discussion.

Councilmember Wirkkala and Paul Fitzer, City Attorney, discussed whether they could pick and choose which committees could have youth participation, or if it was an all or nothing situation.

Councilmember McCarthy thanked fellow councilmembers for their input and stated that only two advisory bodies remained unestablished or unrecorded. He identified the Golf Advisory Committee and DIFAC and noted that one was already under discussion. He stated that the focus moving forward was to formally add and record these committees.

Tiffany Belt reminded Councilmember McCarthy that there was also the Airport Advisory Committee.

There was a discussion between Councilmember McCarthy, Councilmember Wirkkala, Mayor Sykes and Tiffany Belt regarding the portion of the ordinance that mentioned the Youth Advisory Committee's participation on other advisory boards.

Councilmember McCarthy acknowledged concerns regarding youth involvement and clarified the intent was to increase public awareness of advisory committees. He expressed his desire to move forward with the recording process.

Councilmember Sanders suggested having staff prepare an estimate of the cost if they were to add DIFAC and Golf Advisory to the recorded meetings. He clarified that it would be for the same level of service currently provided for City Council and Planning & Zoning meetings.

Councilmember McCarthy suggested gauging youth interest and requested to return with information and possible ordinance updates to address concerns and proceed.

There was discussion regarding current staff time required to process meeting minutes, as well as the additional time and potential overtime needed for training and operating equipment to record more meetings.

Mayor Sykes asked the Council if they would be open to tabling the item until the May 12 meeting to allow time to gather requested information. He also asked that outreach be made to youth to determine interest in participation.

Tiffany Belt asked Councilmembers if they would review the Advisory Committee ordinance and requested they submit any edits or changes. She noted the ordinance would need to be read aloud and published before becoming official, and encouraged timely review to allow for corrections before the next meeting.

Councilmember McCarthy made a motion to table Old Business Action Item 1, Deliberation/Decision regarding audio or video recording of committee meetings to be brought back to the next City Council meeting. Councilmember Wirkkala seconded the motion. The vote goes as follows: Councilmember Harjo; aye, Councilmember Wirkkala; aye, Councilmember McCarthy; aye, Councilmember Sanders; aye. The motion passed unanimously.

2) Action Item: Deliberation/Decision regarding the Railroad Extension/Relocation Project (Mountain Home Municipal Airport) and the allocation of funds.

Councilmember Wirkkala asked if someone could provide the backstory on what a citizen previously spoke about on this topic.

Mayor Sykes discussed past rail-related work, referencing uncertainty on specific dates but noting activity around 2019 and 2020. He recalled hiring a firm to clean rail spurs and later addressing issues after work was completed in the wrong area, including evaluating the condition and size of the rails.

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Tiffany Belt clarified that the work completed by the contractor was limited to a specific portion of track, from the road crossing to the Wolfpack area and the Union Pacific connector, and did not include the remainder of the rail line.

There was discussion regarding the scope and purpose of rail-related work, including evaluating feasibility of a spur line, prior cost estimates, and the condition of the existing track. Discussion also included plans to relocate the rail line to allow for airport runway expansion, as well as clarification that funding requested for a study was already budgeted and where additional funding would come from.

Councilmember McCarthy expressed concern about moving forward with the project without securing funding and relying on grants. He stated he preferred to revisit the project during the budget process for a more in-depth discussion and proper planning.

Mayor Sykes stated the quote would most likely be higher in the next fiscal season.

Councilmember Sanders expressed concern about combining funding within the airport budget. He stated that if the project was more related to industrial development, it should be treated as a standalone project and funded through the general fund for clarity and transparency.

Councilmember Harjo expressed concern about delaying the project to a future budget cycle, noting prior decisions had already limited the original use of allocated funds. He emphasized the importance of moving forward to support industrial development, job growth, and long-term tax relief, and stated he was not in favor of postponing the project.

Councilmember Sanders confirmed the funding would be reallocated from the facilities project and stated it should be used to gather needed information. He supported moving forward rather than delaying.

Councilmember McCarthy expressed concern about relying on grants, noting past instances where funding was not secured. He questioned whether proceeding without guaranteed funding was fiscally responsible.

There was discussion regarding the need to be prepared for potential industry opportunities, including whether the City should fund studies to have necessary information available. Discussion also included whether developers could cover those costs, with emphasis on the importance of having information ready to avoid losing opportunities.

Councilmember Harjo made a motion to approve the railroad extension relocation and allocation of funds. Councilmember Sanders seconded the motion.

Councilmember Wirkkala stated she was conflicted, expressing support for industrial development while also voicing concern about using taxpayer funds based on uncertain grant opportunities.

Councilmember McCarthy stated he understood the need for information but expressed concern about making decisions based on uncertain projections of future industry and funding.

Mayor Sykes reminded the Council there had been a motion and a second and called for the questions. The vote goes as follows: Councilmember Sanders; aye, Councilmember Harjo; aye, Councilmember Wirkkala; nay, Councilmember McCarthy; nay. The vote being a tie the Mayor voted aye. The motion passed by majority vote.

## NEW BUSINESS

### **1) Items removed from the Consent Agenda**

#### **6) Approve the task order amendment with Keller Associates, Inc., and authorize the Mayor to sign.**

Councilmember McCarthy said he had questions for Chris Curtis, Public Works Director, and with him being out of town, he couldn't get the information he needed. He then made a motion to table approving the task order amendment with Keller Associates and authorize the Mayor to sign in order to bring back to the next Council meeting. Councilmember Wirkkala seconded the motion. The vote goes as follows: Councilmember McCarthy; aye, Councilmember Wirkkala; aye, Councilmember Sanders; aye, Councilmember Harjo; aye. The motion passed unanimously.

### **End of Items removed from the Consent Agenda**

#### **2) Approve Finding of Facts for a conditional use permit to operate a drive-up window located at 945 Airbase Road with conditions.**

Councilmember McCarthy asked for clarification on water and wastewater connections for the project. It was confirmed the new building would connect to the existing line on the same property.

Councilmember Harjo made a motion to approve the Finding of Facts for a conditional use permit to operate a drive-up window located at 945 Airbase Road with conditions. Councilmember Wirkkala seconded the motion. The vote goes as follows: Councilmember Harjo; aye, Councilmember Sanders; aye, Councilmember Wirkkala; aye, Councilmember McCarthy; aye. The motion passed unanimously.

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3) Approve Finding of Facts for a conditional use permit to expand the Mountain Home High School administrative office located at 300 S. 11<sup>th</sup> East Street with conditions.

Councilmember Harjo made a motion to approve the Finding of Facts for a conditional use permit to expand the Mountain Home High School administrative office located at 300 S. 11th East Street with conditions. Councilmember Wirkkala seconded the motion. The vote goes as follows: Councilmember Sanders; aye, Councilmember McCarthy; aye, Councilmember Wirkkala; aye, Councilmember Harjo; aye. The motion passed unanimously.

4) Action Item: Deliberation/Decision regarding the request by staff to correct specific accounting entries related to the Fire and Police impact fee and revenue accounts.

Councilmember Harjo expressed appreciation to staff for identifying and bringing the item forward for Council consideration. He made a motion to allow staff to correct specific accounting entries related to the Fire and Police impact fee and revenue accounts. Councilmember Wirkkala seconded the motion.

Councilmember Sanders echoed appreciation for staff and emphasized the importance of accountability and transparency when addressing and correcting mistakes.

Mayor Sykes called for the question. The vote goes as follows: Councilmember Sanders; aye, Councilmember McCarthy; aye, Councilmember Harjo; aye, Councilmember Wirkkala; aye. The motion passed unanimously.

5) Action Item: Deliberation/Decision requiring city staff's request for direction for funding the development impact fee study.

Brenda Ellis, Senior City Planner, stated a proposal that was presented for a comprehensive capital improvement plan with options including core departments and an expanded option with water and wastewater. She asked Council to consider funding options and timing.

There was discussion regarding potential funding sources, including impact fees and departmental budgets, with consideration given to using contingency funds or delaying the project to the next fiscal year.

Councilmember Harjo supported moving forward with Scope Option 1 and did not support Scope Option 2 due to constraints associated with water and wastewater impact fees.

Councilmember McCarthy stated that water and wastewater should be explored but noted significant legal considerations related to fees and past cases. He emphasized the need to update the capital improvement plan and expressed support for Scope Option 1.

Councilmember Sanders asked whether selecting Scope Option 2, including water and wastewater, would impact the project schedule or if the timeline would remain the same.

Brenda Ellis stated she could not confirm the company's exact schedule but expected they would follow the proposed timeline as closely as possible, noting it could shift depending on Council's decision.

Councilmember Sanders asked whether there were any required deadlines for completing the project and how those deadlines aligned with the proposed schedule.

Brenda Ellis stated there were no immediate mandatory deadlines, noting the City had met state code requirements and had up to five years to complete the update, though there was interest in completing it sooner.

There was discussion regarding whether the project could be delayed without legal impact, as well as potential risks associated with an inaccurate capital improvement plan. Discussion included legal concerns about impact fee collection and the need to update the plan to ensure compliance with Idaho Code.

Councilmember Sanders asked about the amount that would need to be covered by contingency funds if departmental budgets were fully utilized.

Brenda Ellis and Mayor Sykes clarified that approximately \$19,740 would be needed from contingency to avoid exceeding department budgets.

Councilmember Sanders made a motion to select option two for the development impact fee study, that departments pay down amounts that they are able, and take the balance due from the contingency fund. There being no second, the motion died.

Councilmember Harjo made a motion to approve in scope for option one for the total cost of \$57,960 for police, fire, parks and streets and to take out of contingency the remaining balance.

Councilmember McCarthy requested clarification on the funding breakdown. Brenda

Ellis explained that contingency funds would cover \$6,490 each for police, fire, and parks, while streets could cover their portion using existing funds, noting that without contingency funding, some departments would exceed or go into the negative in their professional services budgets.

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Councilmember Wirkkala sought clarification on whether approving current numbers could create liability.

Paul Fitzer explained that risk would depend on the accuracy of the data, noting no determination could be made without knowing how far off the calculations were.

There was discussion regarding the accuracy of the capital improvement plan and associated growth rate assumptions.

City Attorney Paul Fitzer stated that if the capital improvement plan was adopted in good faith, it was not unlawful at the time. He advised that once potential inaccuracies were identified, the appropriate step was to study and update the plan if needed.

Councilmember McCarthy stated that delays in project timelines and differences in projected growth rates indicated the capital improvement plan may be inaccurate, which could affect impact fee calculations.

Staff noted some departments may be able to cover costs through existing professional services funds.

Councilmember McCarthy asked for clarification on how fire and parks planned to use their professional services funds before considering use of contingency funds.

Councilmember Sanders noted discussion was occurring without a second to the motion and stated he would refrain from further discussion to maintain proper procedure.

Mayor Sykes reminded Council there was a motion on the table and asked if there was a second. There being no second, the motion died.

Councilmember Harjo stated that the Council had already indicated support for moving forward with a study and questioned what additional information was needed to proceed with selecting an option.

Mayor Sykes stated he preferred Scope Option 1, noting it maintained flexibility in current fee structures. He also supported using contingency funds to avoid departments going negative and to keep their budgets stable.

Councilmember Sanders stated that if limited to one option, he would prioritize including water and wastewater due to the value of the information gained. He then made a motion to reconsider his previous motion.

Councilmember Harjo responded that combining water and wastewater impact fees with existing availability fee structures would create conflicts. He stated that pursuing Scope Option 2 did not align with current practices and did not make sense at this time, though he noted water and wastewater fees could be evaluated separately in the future.

Councilmember McCarthy expressed mixed views, supporting the need to update the capital improvement plan while raising concerns about funding responsibility. He discussed differences between availability and impact fees, noted legal requirements to update the plan, and questioned whether departments should bear costs for work that should have been completed earlier.

Councilmember Sanders amended his motion to approve option one and that any funds necessary to be transferred from contingency in order to make the project cost balance be authorized. Councilmember Harjo seconded the motion.

There was discussion regarding whether the motion should include use of previously allocated impact fee study funds, with clarification that \$8,000 per department could be applied toward the total.

Mayor Sykes reminded the Council that there was motion and a second and called for the question. The vote goes as follows: Councilmember Harjo; aye, Councilmember Wirkkala; aye, Councilmember McCarthy; aye, Councilmember Sanders; aye. The motion passed unanimously.

**6) Action Item: Deliberation/Decision to reinstate Resolution 20-2025R, thereby reestablishing the Planning and Zoning Commission to serve in the capacity of the Development Impact Fee Committee.**

Mayor Sykes stated the reason he requested this topic discussion was that there had only been five applicants and they all described themselves as developers. He continued to say his thought process was to reinstate the P&Z and take out of the five applicants, two and place them onto P&Z to adhere to Idaho State Code requirements for DIFAC.

Councilmember Sanders and Mayor Sykes and staff discussed increasing number of people on the committee and what potential challenges that might present based on ordinance.

Councilmember McCarthy questioned how the DIFAC application was developed and expressed concern that its language may have discouraged broader community participation. He noted the applicant pool included individuals with varied backgrounds and questioned whether applicants without direct industry professions should be excluded. He also expressed frustration with the timeline of the application process and encouraged further review and consideration of applicants.

Councilmember Harjo stated that Idaho Code allows the Planning and Zoning Commission to serve as the development impact fee advisory committee. He emphasized that using the existing commission would be more efficient, cost-effective, and a better use of staff time.

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He questioned concerns about their qualifications and impartiality, noting that land use decisions are already central to their role.

Councilmember McCarthy questioned whether prioritizing efficiency had contributed to current issues, noting past concerns raised by the advisory committee were not addressed. He emphasized the need for additional oversight and stated that having a separate body could provide better checks and balances.

There was a back-and-forth discussion with Councilmember McCarthy, Mayor Sykes, Tiffany Belt and Paul Fitzer regarding individuals residing in the county as well as the area of impact.

Mayor Sykes reiterated his reasoning for putting the topic on the agenda was to reinstate the resolution and asked to add two more members to the board. He then asked if the Council had any interest.

Councilmember Wirkkala said in order to appease everyone, that they do the blending option. She added that if up to 11 seats were allowed, that however many applicants are qualified, add them to the P&Z body so that everyone that is interested in serving, is able to.

Councilmember Harjo made a motion to reinstate Resolution 20-2025R, thereby reestablishing the P&Z Commission to serve in the capacity of the DIFAC with the addition of two additional members to be appointed by the Mayor per State law and Ordinance.

There was continued discussion on the number of additional members that could be added to the committee.

Topher Wallaert, Chairman of the P&Z Committee, came forward and asked the Council why they find the P&Z Commission was not qualified to do the things that were needed to do.

Councilmember Wirkkala stated that having a separate committee could provide beneficial checks and balances, noting that assigning too many responsibilities to one committee could reduce oversight effectiveness.

Topher Wallaert stated that the Planning & Zoning Commission already provided appropriate checks and balances, regularly reviewing capital improvement plan matters and consulting with legal counsel. He emphasized that there was a difference between transparency and control, and expressed concern that creating a separate committee was unnecessary given existing oversight and compliance processes.

There was discussion between Councilmember Wirkkala and Topher Wallaert regarding how updates to the capital improvement plan would impact the Planning and Zoning Commission, including its role in implementing the plan and making recommendations to the Council.

Councilmember McCarthy clarified that he did not believe the Planning & Zoning Commission was unqualified. He stated that adding an independent advisory body could provide additional expertise and oversight, noting past concerns may have been overlooked and additional input could improve decision making.

Topher Wallaert stated that adding additional committees could create unnecessary bureaucracy, suggesting that relying on the existing Planning and Zoning Commission would be more efficient and allow work to move forward more effectively.

Councilmember Harjo reiterated support for using the Planning & Zoning Commission, stating it met statutory requirements and provided the necessary expertise. He emphasized it was the most efficient option in terms of decision making, cost, and staff time.

Mayor Sykes reminded Council that a motion had been made and asked if there was a second.

Councilmember Wirkkala asked if additional applicants could be included or if the Council should rely only on the existing Planning and Zoning Commission.

Topher Wallaert stated that while additional members could be added for transparency, the Planning and Zoning Commission was already capable and adding more structure could delay progress.

Councilmember Wirkkala seconded the motion. The vote goes as follows: Councilmember Sanders; nay, Councilmember McCarthy; nay, Councilmember Wirkkala; aye, Councilmember Harjo; aye. The vote being a tie, Mayor votes aye. The motion passed by majority vote.

#### FINAL COMMENTS

Mayor Sykes discussed concerns that had been brought up about wastewater costs and funding, noting the financial impact on ratepayers and challenges with securing grant funding. He proposed an alternative approach to construct Cell Lagoon 10 using City funds through a bid process, potentially reducing costs and delaying the need for a larger wastewater treatment facility.

Councilmember Harjo, Councilmember Wirkkala, and Councilmember Sanders all stated that they would like to see more information about that.

Mayor Sykes stated that funding for a wastewater project through state programs was unlikely due to limited availability and current fiscal conditions. He explained the City would need to pursue alternative solutions and noted concerns about the financial burden on residents. He stated staff was developing a proposal to address the issue in a more affordable way and would bring it back to Council for consideration

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once ready.

Councilmember Wirkkala acknowledged staff workload related to meeting transcription and expressed appreciation. She then addressed a prior vote, noting confusion about collaboration between Planning & Zoning and DIFAC. She raised concerns about communications within the golf community, clarified that no official golf professional had been assigned, requested recommendations from the Golf Advisory Committee at the next meeting, and sought clarification on reported unofficial services.

Mayor Sykes said he hadn't advertised anybody, there is a seasonal worker who happens to be a pro, any pro can come out to the City and give lessons.

Councilmember Harjo raised concerns about potential conflicts of interest on the Golf Advisory Committee, noting that if a concessionaire was considered inappropriate as a member, the same standard should apply to a city employee. He then requested that budget information be shared with Council earlier in the process to allow members more time to review materials and engage with department heads, particularly for newer Councilmembers.

Mayor Sykes stated that preliminary budget discussions had begun with staff and emphasized a focus on fiscal responsibility. He indicated that draft budget information could be shared earlier with Council, noting it would be preliminary and subject to change.

Paula Szafranski, City Treasurer, stated that expenditure information was available, though revenue and carryover figures were not yet complete. She indicated she could share the available materials with Council once reviewed.

Mayor Sykes stated that once the budget was presented to Council it would be finalized by staff, and Council would have the opportunity to review it in detail. He emphasized the importance of thorough preparation to avoid issues experienced in prior budget cycles.

Councilmember Harjo encouraged Councilmembers to review the Association of Idaho Cities budget manual as a resource ahead of budget season, noting it provided valuable guidance on state requirements and terminology. He also addressed the dispatch agreement, noting the timeline remaining and prior discussions with the county. He requested support to bring a draft agreement forward for Council review and to coordinate a joint session with county commissioners to finalize terms.

Councilmember Wirkkala asked for clarification on the status of the draft dispatch agreement and questioned whether any issues existed with the current version.

Councilmember Harjo requested to bring the draft dispatch agreement forward, invited input from newer members, and emphasized reengaging with the County to support public safety.

Councilmember Sanders expressed concern about a seasonal city employee performing duties beyond the scope of the position. He noted the absence of a formal job description and raised potential risks related to compensation and liability if responsibilities exceeded the assigned role.

Councilmember McCarthy expressed similar concerns about a seasonal employee participating in the Golf Advisory Committee without prior notice. He supported initiating discussions with County Commissioners to move forward with the dispatch agreement. He also reflected on prior discussions regarding advisory structures and emphasized the importance of accountability for past inaction.

Councilmember Sanders stated his vote was based on the need for independent oversight and a "trust but verify" approach.

#### ADJOURN

There being no further business to come before the Council, the meeting was adjourned at 8:30 p.m. by orders from Mayor Sykes.

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Rich Sykes , Mayor

ATTEST: \_\_\_\_\_  
Tiffany Belt, City Clerk

Report Criteria:

Invoices with totals above \$0 included  
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL FUND</b>							
<b>01-204-02-10 Payables - HRA</b>							
4969	National Benefit Services, LLC	APR-2026	HRA Funding Account - invoiced c	05/01/2026	14,406.40	.00	
4969	National Benefit Services, LLC	APR-2026	Admin Fees Payable to NBS	05/01/2026	405.75	.00	
Total 01-204-02-10 Payables - HRA:					14,812.15	.00	
<b>01-204-13-00 Cafeteria Plan Medical</b>							
4969	National Benefit Services, LLC	APR-2026	FSA funding account - invoiced cl	05/01/2026	7,377.98	.00	
Total 01-204-13-00 Cafeteria Plan Medical:					7,377.98	.00	
<b>01-372-10-00 Park Rental Fees</b>							
8904	Hanuska, Allen	MAY-2026	refund park reservation	05/06/2026	45.00	.00	
Total 01-372-10-00 Park Rental Fees:					45.00	.00	
Total:					22,235.13	.00	
<b>ADMINISTRATION</b>							
<b>01-415-31-00 Billing-Postage-Meter Expense</b>							
11497	Quadient Finance USA, Inc	APR-2026	postage - city hall	04/30/2026	779.76	.00	
Total 01-415-31-00 Billing-Postage-Meter Expense:					779.76	.00	
<b>01-415-33-10 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement: city hall	05/01/2026	129.22	.00	
9302	Wex Bank	APR-2026	monthly statement: senior citizen	05/01/2026	436.05	.00	
Total 01-415-33-10 Gas & Oil:					565.27	.00	
<b>01-415-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - city hall	05/05/2026	463.65	.00	
8078	DataTel	DG-11408	monthly statement - museum	05/05/2026	77.09	.00	
9609	Verizon	APR-2026	monthly charges - city hall	05/05/2026	245.89	.00	
Total 01-415-34-00 Telephone/Internet:					786.63	.00	
<b>01-415-35-00 Utilities-City Hall</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-City Hall	05/05/2026	399.79	.00	
Total 01-415-35-00 Utilities-City Hall:					399.79	.00	
<b>01-415-35-02 Utilities-Visitor Center</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Visitor Center	05/05/2026	114.44	.00	
Total 01-415-35-02 Utilities-Visitor Center:					114.44	.00	
<b>01-415-35-10 Utilities-Museum</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Museum	05/05/2026	52.14	.00	
Total 01-415-35-10 Utilities-Museum:					52.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>01-415-35-20 Utilities-Training Center</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-City Hall Train	05/05/2026	50.48	.00	
Total 01-415-35-20 Utilities-Training Center:					50.48	.00	
<b>01-415-36-00 Repairs &amp; Maint - Equipment</b>							
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	194.76	.00	
Total 01-415-36-00 Repairs & Maint - Equipment:					194.76	.00	
<b>01-415-36-10 Copier Lease</b>							
10610	CIT	49071591	copier lease - city hall	04/29/2026	495.97	.00	
Total 01-415-36-10 Copier Lease:					495.97	.00	
<b>01-415-36-20 Postage Meter Lease</b>							
10771	Quadient Leasing USA, Inc	Q2326475	lease payment	04/16/2026	1,013.16	.00	
Total 01-415-36-20 Postage Meter Lease:					1,013.16	.00	
<b>01-415-40-00 Repair&amp;Maint-Bldgs &amp; Grnds</b>							
644	Cox Signs	32349	banner for farmers market	05/05/2026	55.00	.00	
10979	FS. Com Inc	FS2604256405	optical transceiver modules	04/25/2026	490.00	.00	
10979	FS. Com Inc	IN1026022704	passive direct attach copper twina	03/28/2026	147.00	.00	
1430	Standard Plumbing Supply Co	AKNJ45	50LB TNSLE RELEASABLE SD N	04/30/2026	19.89	.00	
Total 01-415-40-00 Repair&Maint-Bldgs & Grnds:					711.89	.00	
<b>01-415-40-05 Repairs&amp;Maint-Training Center</b>							
10795	Delgado-Alcantar, Blanca Lidia	APRIL-2026	cleaning @ training facility	05/05/2026	300.00	.00	
Total 01-415-40-05 Repairs&Maint-Training Center:					300.00	.00	
<b>01-415-40-30 Janitorial Service</b>							
11016	Prestige Janitorial Co	MAY-2026	cleaning services: city hall	05/05/2026	1,225.00	.00	
Total 01-415-40-30 Janitorial Service:					1,225.00	.00	
<b>01-415-40-39 Attorney Fees</b>							
7022	Moore Smith Buxton & Turcke	89174	general professional services	05/05/2026	8,780.00	.00	
Total 01-415-40-39 Attorney Fees:					8,780.00	.00	
<b>01-415-43-00 Computer Software/Support</b>							
12288	Kaseya US, LLC	CI-1852188	365 endpoint pro, user, premium u	05/01/2026	2,353.23	.00	
12157	Treasure Valley Technical Solution	R-2026-0058	mst, exchange online mailbox, em	05/01/2026	1,874.30	.00	
1610	Wells Fargo Remittance Center	MAY-2026	monthly Statement (City Hall)	04/27/2026	20.00	.00	
Total 01-415-43-00 Computer Software/Support:					4,247.53	.00	
<b>01-415-52-00 Supplies</b>							
12755	Primo Brands	06D875018383	water, cooler rent	05/01/2026	178.62	.00	
1430	Standard Plumbing Supply Co	AJQ293	corner pull elbow, grip hacksaw	04/22/2026	49.46	.00	
1430	Standard Plumbing Supply Co	AJQ557	2hole emt strap	04/22/2026	16.99	.00	
1430	Standard Plumbing Supply Co	AKJH87	fence posts, bungee cords	04/29/2026	65.64	.00	
1610	Wells Fargo Remittance Center	MAY-2026	monthly Statement (City Hall)	04/27/2026	103.27	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Total 01-415-52-00 Supplies</b>					<b>413.98</b>	<b>.00</b>	
<b>01-415-52-05 Supplies for Training Center</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (City Hall)	04/27/2026	30.92	.00	
<b>Total 01-415-52-05 Supplies for Training Center:</b>					<b>30.92</b>	<b>.00</b>	
<b>01-415-55-00 Printing/Publications</b>							
1048	Mountain Home News	2099202	legals	04/30/2026	1,447.82	.00	
<b>Total 01-415-55-00 Printing/Publications</b>					<b>1,447.82</b>	<b>.00</b>	
<b>01-415-56-00 Meetings Schools &amp; Dues</b>							
12556	Alumbaugh, Randy	APR-2026	reimburse: meals while at training	04/29/2026	34.55	.00	
1610	Wells Fargo Remittance Center	MAY-2026	monthly Statement (City Hall)	04/27/2026	575.00	.00	
<b>Total 01-415-56-00 Meetings Schools &amp; Dues</b>					<b>609.55</b>	<b>.00</b>	
<b>01-415-61-05 Special Event(AFAD, Retr. etc)</b>							
1035	Mountain Home Arts Council	APR-2026	sponsorship for Open Class Exhib	04/29/2026	100.00	.00	
1610	Wells Fargo Remittance Center	MAY-2026	monthly Statement (City Hall)	04/27/2026	842.12	.00	
<b>Total 01-415-61-05 Special Event(AFAD, Retr. etc):</b>					<b>942.12</b>	<b>.00</b>	
<b>01-415-75-00 Mayor's Youth Advisory Council</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (City Hall)	04/27/2026	20.82	.00	
<b>Total 01-415-75-00 Mayor's Youth Advisory Council:</b>					<b>20.82</b>	<b>.00</b>	
<b>01-415-86-55 Railroad Park Funding-Co-Op</b>							
8755	Idaho Materials & Construction	6834201	railroad park- pit run	04/16/2026	139.90	.00	
8755	Idaho Materials & Construction	6834740	railroad park- pit run	04/17/2026	489.64	.00	
8755	Idaho Materials & Construction	6838669	pit run, commerical road base	04/23/2026	404.91	.00	
8755	Idaho Materials & Construction	6840045	washed concrete sand, commerci	04/24/2026	787.74	.00	
8755	Idaho Materials & Construction	6841544	commerical road base	04/26/2026	210.43	.00	
12030	Mountainland Supply Company	S107797538.0	valve boxes, slip adapters	04/22/2026	656.29	.00	
<b>Total 01-415-86-55 Railroad Park Funding-Co-Op:</b>					<b>2,688.91</b>	<b>.00</b>	
<b>01-415-90-30 Public Transit</b>							
4335	Treasure Valley Transit	560	public transportation	05/01/2026	2,916.67	.00	
<b>Total 01-415-90-30 Public Transit:</b>					<b>2,916.67</b>	<b>.00</b>	
<b>01-415-96-15 ID Co-Op</b>							
12801	Wilson Sporting Goods	4556171660	rental sets	04/28/2026	1,529.00	.00	
12801	Wilson Sporting Goods	4556171661	gloves	04/28/2026	219.71	.00	
12801	Wilson Sporting Goods	4556171662	gloves	04/28/2026	646.30	.00	
12801	Wilson Sporting Goods	4556171663	golf balls	04/28/2026	665.37	.00	
12801	Wilson Sporting Goods	4556171664	golf balls	04/28/2026	392.04	.00	
12801	Wilson Sporting Goods	4556188660	golf ball displays	04/29/2026	.08	.00	
12801	Wilson Sporting Goods	4556188662	glove display	04/29/2026	.01	.00	
12801	Wilson Sporting Goods	4556188663	rental sets	04/29/2026	325.00	.00	
12801	Wilson Sporting Goods	4556188664	gloves	04/29/2026	87.55	.00	
12801	Wilson Sporting Goods	4556188666	rental sets	04/29/2026	650.00	.00	
12801	Wilson Sporting Goods	4556209087	rental sets	04/30/2026	385.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-415-96-15 ID Co-Op:					4,900.06	.00	
<b>01-415-98-00 Sales Tax Payable</b>							
1442	State Tax Commission	APR-2026	Sales & Use Tax	05/06/2026	4,581.37	.00	
Total 01-415-98-00 Sales Tax Payable:					4,581.37	.00	
Total ADMINISTRATION:					38,269.04	.00	
<b>DEVELOPMENT SERVICES</b>							
<b>01-416-31-10 Postage-Developers Mailings</b>							
11497	Quadient Finance USA, Inc	APR-2026	postage - developers	04/30/2026	120.88	.00	
Total 01-416-31-10 Postage-Developers Mailings:					120.88	.00	
<b>01-416-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement dev serv	05/01/2026	224.84	.00	
Total 01-416-33-00 Gas & Oil:					224.84	.00	
<b>01-416-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - dev serv	05/05/2026	191.97	.00	
9609	Verizon	APR-2026	monthly charges - dev services	05/05/2026	208.48	.00	
Total 01-416-34-00 Telephone/Internet:					400.45	.00	
<b>01-416-36-00 Repairs &amp; Maint - Equipment</b>							
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	61.49	.00	
Total 01-416-36-00 Repairs & Maint - Equipment:					61.49	.00	
<b>01-416-36-10 Copy Machine Lease</b>							
10610	CIT	49071591	copier lease - dev serv	04/29/2026	337.15	.00	
Total 01-416-36-10 Copy Machine Lease:					337.15	.00	
<b>01-416-41-00 Professional Services</b>							
7022	Moore Smith Buxton & Turcke	89174	general professional services	05/05/2026	400.00	.00	
Total 01-416-41-00 Professional Services:					400.00	.00	
<b>01-416-43-00 Computer Maint/Software</b>							
285	Caselle Inc	INV-18942	monthly contract support	05/01/2026	575.25	.00	
Total 01-416-43-00 Computer Maint/Software:					575.25	.00	
<b>01-416-52-00 Supplies</b>							
1430	Standard Plumbing Supply Co	AJW528	marking paint	04/24/2026	43.46	.00	
Total 01-416-52-00 Supplies:					43.46	.00	
<b>01-416-53-00 Uniforms/Safety Clothing Items</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Dev Serv)	04/27/2026	161.39	.00	
Total 01-416-53-00 Uniforms/Safety Clothing Items:					161.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DEVELOPMENT SERVICES:					2,324.91	.00	
<b>PROSECUTION</b>							
<b>01-420-41-00 Attorney Fees</b>							
7022	Moore Smith Buxton & Turcke	89175	prosecution	05/05/2026	16,000.00	.00	
Total 01-420-41-00 Attorney Fees:					16,000.00	.00	
Total PROSECUTION:					16,000.00	.00	
<b>POLICE</b>							
<b>01-421-31-00 Postage</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Police)	04/27/2026	7.30	.00	
Total 01-421-31-00 Postage:					7.30	.00	
<b>01-421-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement police	05/01/2026	5,890.12	.00	
Total 01-421-33-00 Gas & Oil:					5,890.12	.00	
<b>01-421-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - police	05/05/2026	569.98	.00	
9609	Verizon	APR-2026	monthy charges - police	05/05/2026	2,019.27	.00	
Total 01-421-34-00 Telephone/Internet					2,589.25	.00	
<b>01-421-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Police Dep	05/05/2026	888.67	.00	
Total 01-421-35-00 Utilities					888.67	.00	
<b>01-421-36-00 Repairs &amp; Maint - Office equip</b>							
10610	CIT	49071591	copier lease - police	04/29/2026	337.15	.00	
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	30.65	.00	
Total 01-421-36-00 Repairs & Maint - Office equip:					367.80	.00	
<b>01-421-36-10 ILETS-Access &amp; Usage Fee</b>							
789	Idaho State Police	IN3998	ILETS access fee	04/01/2026	3,231.25	.00	
Total 01-421-36-10 ILETS-Access & Usage Fee:					3,231.25	.00	
<b>01-421-37-00 Repairs &amp; Maint - Auto</b>							
4184	Commercial Tire	35-97482	sensor	04/29/2026	89.99	.00	
6353	O'Reilly Auto Parts	3014-131796	capsule	04/22/2026	46.61	.00	
6353	O'Reilly Auto Parts	3014-132717	oil filter, oil	04/28/2026	52.41	.00	
6353	O'Reilly Auto Parts	3014-132986	oil filter, oil	04/29/2026	48.37	.00	
6353	O'Reilly Auto Parts	3014-133003	AIR FILTER	04/29/2026	27.72	.00	
Total 01-421-37-00 Repairs & Maint - Auto					265.10	.00	
<b>01-421-40-00 Repairs &amp; Maint - Building</b>							
7006	American Chiller Service	50294	repair exhaust fan, labor, trip char	03/16/2026	682.00	.00	
4630	Brady Industries of Idaho	11156779	paper towels, kleenex	01/16/2026	446.68	.00	
12797	Freedom & Glory	INV149332	flags	04/30/2026	239.97	.00	
987	Master Electric Inc	17501	replace lights w/flat panel LED & 2	04/22/2026	2,018.00	.00	
11017	Yesco	INY-0629578	diagnose & repair lighting issue, la	04/21/2026	238.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-421-40-00 Repairs & Maint - Building:					3,625.15	.00	
<b>01-421-52-00 Supplies</b>							
10440	Staples Business Credit	7915230778	certificate holders, receipt books	04/28/2026	77.72	.00	
Total 01-421-52-00 Supplies:					77.72	.00	
<b>01-421-53-00 Uniforms and accessories</b>							
5371	Galls, LLC	034833700	jacket	04/23/2026	123.99	.00	
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Police)	04/27/2026	120.21	.00	
Total 01-421-53-00 Uniforms and accessories:					244.20	.00	
<b>01-421-56-00 Meetings, Schools,Dues &amp; Equip</b>							
12794	City of Jerome	APR-2026	FTO refresher course - tacke	04/27/2026	195.00	.00	
789	Idaho State Police	IN4046	pistol performance - syljuberget	04/28/2026	125.00	.00	
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Police)	04/27/2026	734.12	.00	
Total 01-421-56-00 Meetings, Schools,Dues & Equip:					1,054.12	.00	
<b>01-421-57-00 Weapons &amp; Ammunition</b>							
8029	United Site Services	114-14227812	portable restroom service - shooti	04/30/2026	115.00	.00	
Total 01-421-57-00 Weapons & Ammunition:					115.00	.00	
<b>01-421-90-10 Patrol Expense</b>							
12796	Cook's Communications	163863	fed sig case for stinger	05/05/2026	354.00	.00	
Total 01-421-90-10 Patrol Expense:					354.00	.00	
<b>01-421-99-00 Capital Outlay - Over \$5000</b>							
5998	Premier Vehicle Installation	49248	installation of unmarked vehicle	12/13/2025	7,911.85	.00	
Total 01-421-99-00 Capital Outlay - Over \$5000:					7,911.85	.00	
<b>01-421-99-10 Equip Inventory-\$500 to \$5000</b>							
12598	Datec, Inc.	67396	barcode universal bay expansion	04/21/2026	550.00	.00	
12598	Datec, Inc.	67552	docking station	05/05/2026	637.00	.00	
Total 01-421-99-10 Equip Inventory-\$500 to \$5000:					1,187.00	.00	
Total POLICE:					27,808.53	.00	
<b>ANIMAL CONTROL</b>							
<b>01-422-31-00 Postage</b>							
11497	Quadient Finance USA, Inc	APR-2026	postage - animal shelter	04/30/2026	2.96	.00	
Total 01-422-31-00 Postage:					2.96	.00	
<b>01-422-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement: animal	05/01/2026	171.95	.00	
Total 01-422-33-00 Gas & Oil:					171.95	.00	
<b>01-422-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - animal shelte	05/05/2026	133.29	.00	
9609	Verizon	APR-2026	monthy charges - animal shelter	05/05/2026	52.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Total 01-422-34-00 Telephone/Internet</b>					185.62	.00	
<b>01-422-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Animal Shelter	05/05/2026	488.99	.00	
<b>Total 01-422-35-00 Utilities</b>					488.99	.00	
<b>Total ANIMAL CONTROL:</b>					849.52	.00	
<b>FIRE DEPARTMENT</b>							
<b>01-423-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement fire	05/01/2026	527.30	.00	
<b>Total 01-423-33-00 Gas &amp; Oil:</b>					527.30	.00	
<b>01-423-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - fire	05/05/2026	88.05	.00	
9609	Verizon	APR-2026	monthly charges - fire	05/05/2026	53.66	.00	
<b>Total 01-423-34-00 Telephone/Internet</b>					141.71	.00	
<b>01-423-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Fire Dept	05/05/2026	369.22	.00	
<b>Total 01-423-35-00 Utilities</b>					369.22	.00	
<b>01-423-40-00 Repairs &amp; Maint - Building</b>							
10373	Topline, LLC	4743	master remote, labor	04/15/2026	645.00	.00	
203	Xerox Business Solutions	IN5344625	monthly contract base rate	04/23/2026	52.62	.00	
<b>Total 01-423-40-00 Repairs &amp; Maint - Building:</b>					697.62	.00	
<b>01-423-40-50 Janitorial Service</b>							
11016	Prestige Janitorial Co	MAY-2026	cleaning services fire	05/05/2026	100.00	.00	
<b>Total 01-423-40-50 Janitorial Service:</b>					100.00	.00	
<b>01-423-52-00 Supplies</b>							
11497	Quadient Finance USA, Inc	APR-2026	postage - fire	04/30/2026	2.22	.00	
1430	Standard Plumbing Supply Co	AJTP86	paint	04/23/2026	12.74	.00	
<b>Total 01-423-52-00 Supplies:</b>					14.96	.00	
<b>01-423-53-00 Uniforms/Safety Clothing Items</b>							
9012	Hurley, Cory	71513	reimburse mask insert, polycarb	04/30/2026	130.00	.00	
<b>Total 01-423-53-00 Uniforms/Safety Clothing Items:</b>					130.00	.00	
<b>01-423-64-00 Fire Prevention Program</b>							
866	Jim's Lumber Co	APR-2026	Monthly Statement Fire	05/01/2026	137.94	.00	
<b>Total 01-423-64-00 Fire Prevention Program</b>					137.94	.00	
<b>Total FIRE DEPARTMENT:</b>					2,118.75	.00	

**PARKS DEPARTMENT**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>01-438-20-00 Fringe - City Portion</b>							
759	Idaho Dept of Labor	1STQTR2026	Quarterly statement: Parks	04/21/2026	853.56	.00	
Total 01-438-20-00 Fringe - City Portion:					853.56	.00	
<b>01-438-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement: parks	05/01/2026	1,237.84	.00	
9302	Wex Bank	APR-2026	monthly statement: parks off road	05/01/2026	1,562.44	.00	
Total 01-438-33-00 Gas & Oil:					2,800.28	.00	
<b>01-438-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - park	05/05/2026	104.38	.00	
9609	Verizon	APR-2026	monthly charges - parks	05/05/2026	285.90	.00	
Total 01-438-34-00 Telephone/Internet:					390.28	.00	
<b>01-438-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Park Dept	05/05/2026	1,805.88	.00	
Total 01-438-35-00 Utilities:					1,805.88	.00	
<b>01-438-36-00 Repairs &amp; Maint - Equipment</b>							
7955	Lawn Equipment Company	95238	blades, straight shaft edger	04/27/2026	632.04	.00	
1066	Mountain View Equipment Co	94266	mower blades	04/14/2026	155.70	.00	
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	27.91	.00	
Total 01-438-36-00 Repairs & Maint - Equipment:					815.65	.00	
<b>01-438-36-10 Copier Lease</b>							
10610	CIT	49071591	copier lease - parks	04/29/2026	170.67	.00	
Total 01-438-36-10 Copier Lease:					170.67	.00	
<b>01-438-38-00 Portable Service Contract</b>							
8029	United Site Services	114-14224637	portable restroom service - legac	04/27/2026	230.00	.00	
8029	United Site Services	114-14224638	portable restroom service - legac	04/27/2026	135.00	.00	
8029	United Site Services	114-14224639	portable restroom service - legac	04/27/2026	115.00	.00	
8029	United Site Services	114-14224640	portable restroom service - railroa	04/27/2026	155.00	.00	
8029	United Site Services	114-14226663	portable restroom service - ridgec	04/30/2026	235.00	.00	
Total 01-438-38-00 Portable Service Contract:					870.00	.00	
<b>01-438-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
2599	Agri-Lines Irrigation Inc	INV155039	bushings, valves	04/21/2026	49.62	.00	
2599	Agri-Lines Irrigation Inc	INV155856	pipe	04/28/2026	14.20	.00	
2599	Agri-Lines Irrigation Inc	INV155860	plugs, sprinklers	04/28/2026	126.44	.00	
2599	Agri-Lines Irrigation Inc	INV156224	pipe	04/30/2026	28.40	.00	
2599	Agri-Lines Irrigation Inc	INV156429	TAPE, BUSHING, ADAPTER AND	04/30/2026	24.72	.00	
866	Jim's Lumber Co	APR-2026	Monthly Statement Parks	05/01/2026	1,751.31	.00	
1430	Standard Plumbing Supply Co	AGH110	insert adapter	04/01/2026	32.10	.00	
1430	Standard Plumbing Supply Co	AJMF81	valve box w/lid, elbow, adapters	04/21/2026	109.48	.00	
1430	Standard Plumbing Supply Co	AJTZ69	wire	04/23/2026	162.50	.00	
1430	Standard Plumbing Supply Co	AJXH75	lath, paint	04/24/2026	28.78	.00	
1430	Standard Plumbing Supply Co	AKK289	tubing cutter, hose mender, conne	04/29/2026	48.97	.00	
1430	Standard Plumbing Supply Co	AKLL64	cement, bushings, hose bibs	04/30/2026	62.95	.00	
1430	Standard Plumbing Supply Co	AKLY15	wht redu bushing, pvc pipe	04/30/2026	27.02	.00	
1430	Standard Plumbing Supply Co	AKM239	mach double manifold, adapter	04/30/2026	119.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1430	Standard Plumbing Supply Co	AKN489	rb ev str w/fc	04/30/2026	440.16	.00	
1430	Standard Plumbing Supply Co	AKR645	oliv paracord, bungee ball cord, w	05/01/2026	41.12	.00	
1430	Standard Plumbing Supply Co	AKR659	sch40 pvc pipe	05/01/2026	59.94	.00	
1430	Standard Plumbing Supply Co	AKR802	wht xsxs tee	05/01/2026	8.58	.00	
1430	Standard Plumbing Supply Co	AKRF13	spr snap link & pvc pipe	05/01/2026	29.47	.00	
1430	Standard Plumbing Supply Co	AKRK64	wht sxs coupling	05/01/2026	17.26	.00	
1653	Yard Creations	5708321	royal red maple	04/24/2026	350.00	.00	
1653	Yard Creations	5708370	pebble load	04/29/2026	12.50	.00	
1653	Yard Creations	5708462	hanging baskets, potting soil	05/06/2026	3,945.00	.00	
Total 01-438-40-00 Repairs & Maint - Bldgs & Grnd:					7,490.40	.00	
<b>01-438-72-00 Tools &amp; Supplies</b>							
1430	Standard Plumbing Supply Co	AHXJ76	wrench, rope clip	04/16/2026	20.61	.00	
Total 01-438-72-00 Tools & Supplies:					20.61	.00	
<b>01-438-89-00 Safety Equipment</b>							
1430	Standard Plumbing Supply Co	AKKJ97	nuts, bolts, gloves	04/29/2026	9.27	.00	
Total 01-438-89-00 Safety Equipment:					9.27	.00	
<b>01-438-99-00 Capital Outlay - Over \$5000</b>							
848	J & J Heating & Cooling	3656	install electrical service, materials,	04/23/2026	5,026.94	.00	
Total 01-438-99-00 Capital Outlay - Over \$5000:					5,026.94	.00	
Total PARKS DEPARTMENT:					20,253.54	.00	
Total GENERAL FUND:					129,859.42	.00	
<b>STREET DEPARTMENT</b>							
<b>STREET DEPARTMENT</b>							
<b>02-431-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement: streets	05/01/2026	2,646.62	.00	
9302	Wex Bank	APR-2026	monthly statement: streets off roa	05/01/2026	2,033.89	.00	
Total 02-431-33-00 Gas & Oil:					4,680.51	.00	
<b>02-431-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - street	05/05/2026	83.85	.00	
9609	Verizon	APR-2026	monthly charges - streets	05/05/2026	400.74	.00	
Total 02-431-34-00 Telephone/Internet:					484.59	.00	
<b>02-431-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Street Oiling	05/05/2026	92.58	.00	
Total 02-431-35-00 Utilities:					92.58	.00	
<b>02-431-36-00 Repairs &amp; Maint - Equipment</b>							
1128	Northwest Equipment Sales Inc	XA101020608:	scotseals, gasket	05/05/2026	65.57	.00	
11186	Northwest Freightliner	SR411028794.	repair AC unit, parts, labor	03/25/2026	1,010.43	.00	
Total 02-431-36-00 Repairs & Maint - Equipment:					1,076.00	.00	
<b>02-431-36-05 Copier &amp; Printer Lease</b>							
10304	US Bank Equipment Finance	579829128	Contract Payment	05/05/2026	67.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 02-431-36-05 Copier & Printer Lease					67.85	.00	
<b>02-431-40-30 Janitorial Service</b>							
11016	Prestige Janitorial Co	MAY-2026	cleaning services streets	05/05/2026	120.00	.00	
Total 02-431-40-30 Janitorial Service					120.00	.00	
<b>02-431-41-00 Professional Services</b>							
878	Keller Associates	214010-032-00	development reviews	04/15/2026	557.50	.00	
Total 02-431-41-00 Professional Services					557.50	.00	
<b>02-431-52-10 Computer Maint/Software</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Streets)	04/27/2026	73.50	.00	
Total 02-431-52-10 Computer Maint/Software					73.50	.00	
<b>02-431-72-00 Tools &amp; Supplies</b>							
866	Jim's Lumber Co	APR-2026	Monthly Statement Streets	05/01/2026	73.71	.00	
Total 02-431-72-00 Tools & Supplies					73.71	.00	
<b>02-431-85-00 Miscellaneous</b>							
445	Diamond Laundry	89431	shop towels, coveralls & shirts & p	04/30/2026	52.00	.00	
Total 02-431-85-00 Miscellaneous					52.00	.00	
Total STREET DEPARTMENT:					7,278.24	.00	
Total STREET DEPARTMENT:					7,278.24	.00	
<b>STREET LIGHTING FUND</b>							
<b>STREET LIGHTING</b>							
<b>03-431-35-00 Street Light Fund - Power Cost</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Street Lighting	05/05/2026	13,371.03	.00	
Total 03-431-35-00 Street Light Fund - Power Cost					13,371.03	.00	
Total STREET LIGHTING:					13,371.03	.00	
Total STREET LIGHTING FUND:					13,371.03	.00	
<b>CEMETERY FUND</b>							
<b>CEMETERY</b>							
<b>04-442-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement cemetery	05/01/2026	610.06	.00	
Total 04-442-33-00 Gas & Oil					610.06	.00	
<b>04-442-34-00 Telephone/Internet</b>							
9609	Verizon	APR-2026	monthly charges - cemetery	05/05/2026	52.33	.00	
Total 04-442-34-00 Telephone/Internet					52.33	.00	
<b>04-442-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Cemetery	05/05/2026	234.89	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 04-442-35-00 Utilities:					234.89	.00	
<b>04-442-36-00 Repairs &amp; Maint - Equipment</b>							
7955	Lawn Equipment Company	95240	wheels, spacers, blades	04/27/2026	256.60	.00	
Total 04-442-36-00 Repairs & Maint - Equipment:					256.60	.00	
<b>04-442-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
1430	Standard Plumbing Supply Co	AJTP52	wire, wire connectors	04/23/2026	70.55	.00	
1430	Standard Plumbing Supply Co	AJVC44	wire	04/23/2026	55.99	.00	
Total 04-442-40-00 Repairs & Maint - Bldgs & Grnd:					14.56	.00	
<b>04-442-52-00 Office Supplies</b>							
12755	Primo Brands	06D875018390	cooler rent	05/01/2026	30.88	.00	
Total 04-442-52-00 Office Supplies:					30.88	.00	
Total CEMETERY:					1,199.32	.00	
Total CEMETERY FUND:					1,199.32	.00	
<b>RECREATION FUND</b>							
<b>05-350-10-00 Individual Program Classes</b>							
12240	Beauclair, Janna	MAY-2026	refund: edwards greenhouse trip	05/04/2026	5.00	.00	
Total 05-350-10-00 Individual Program Classes:					5.00	.00	
Total :					5.00	.00	
<b>RECREATION DEPARTMENT</b>							
<b>05-439-20-00 Fringe - City Portion</b>							
759	Idaho Dept of Labor	1STQTR2026	Quarterly statement: Rec	04/21/2026	2,372.58	.00	
Total 05-439-20-00 Fringe - City Portion:					2,372.58	.00	
<b>05-439-31-00 Postage</b>							
11497	Quadient Finance USA, Inc	APR-2026	postage - recreation	04/30/2026	74	.00	
Total 05-439-31-00 Postage:					74	.00	
<b>05-439-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement: recreation	05/01/2026	473.47	.00	
Total 05-439-33-00 Gas & Oil:					473.47	.00	
<b>05-439-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement -recreation	05/05/2026	104.39	.00	
9609	Verizon	APR-2026	monthly charges - recreation	05/05/2026	208.48	.00	
Total 05-439-34-00 Telephone/Internet:					312.87	.00	
<b>05-439-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Rec Dept	05/05/2026	602.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 05-439-35-00 Utilities:					602.42	.00	
<b>05-439-36-00 Repairs &amp; Maint - Equipment</b>							
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	27.91	.00	
Total 05-439-36-00 Repairs & Maint - Equipment					27.91	.00	
<b>05-439-36-10 Copier Lease</b>							
10610	CIT	49071591	copier lease - rec	04/29/2026	170.68	.00	
Total 05-439-36-10 Copier Lease:					170.68	.00	
<b>05-439-38-00 Individual Program Expenses</b>							
12571	Bazan, Josefina	MAY-2026	rec aide	05/06/2026	225.00	.00	
12779	Corona, Isabella	MAY-2026	rec aide	05/06/2026	101.50	.00	
12261	Gomez, McKenna	MAY-2026	rec aide/spring break trips	05/06/2026	682.50	.00	
12800	Liebegott, Miley	MAY-2026	rec aide	05/06/2026	49.00	.00	
6638	SST's	203762	t-shirts	04/20/2026	4,896.50	.00	
6638	SST's	203771	screenprint	05/03/2026	925.00	.00	
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Rec)	04/27/2026	261.26	.00	
Total 05-439-38-00 Individual Program Expenses:					7,140.76	.00	
<b>05-439-38-05 Team Sports</b>							
12680	Jackson, Cash	MAY-2026	rec aide	05/06/2026	123.75	.00	
12793	Lawlor, James	APR-2026	soccer ref	04/07/2026	273.00	.00	
6638	SST's	203763	t-shirts	04/20/2026	87.46	.00	
Total 05-439-38-05 Team Sports					484.21	.00	
<b>05-439-39-00 Officials-Instructors</b>							
12593	Van Den Broeke, Brian	APR-2026	CCW class	04/29/2026	952.50	.00	
Total 05-439-39-00 Officials-Instructors:					952.50	.00	
<b>05-439-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
3265	Cintas Corporation	4267454880	refill soap, toilet tissue, papertowe	04/28/2026	248.66	.00	
Total 05-439-40-00 Repairs & Maint - Bldgs & Grnd:					248.66	.00	
<b>05-439-40-10 Janitorial Service &amp; Supplies</b>							
10795	Delgado-Alcantar, Blanca Lidia	APR-2026	cleaning @ parks & rec office, goo	04/27/2026	600.00	.00	
Total 05-439-40-10 Janitorial Service & Supplies:					600.00	.00	
<b>05-439-42-00 Good Council Hall-Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Good Counsel	05/05/2026	155.51	.00	
Total 05-439-42-00 Good Council Hall-Utilities:					155.51	.00	
<b>05-439-43-00 Computer Maint/Software</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Rec)	04/27/2026	73.50	.00	
Total 05-439-43-00 Computer Maint/Software:					73.50	.00	
<b>05-439-52-00 Supplies</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Rec)	04/27/2026	343.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 05-439-52-00 Supplies:					343.35	.00	
<b>05-439-55-00 Publicity</b>							
780	Idaho Press Tribune	042619834	copies	04/30/2026	2,388.99	.00	
10933	Powell, Rebecca	10933	format summer park & rec catalog	04/02/2026	1,625.00	.00	
Total 05-439-55-00 Publicity:					4,013.99	.00	
<b>05-439-56-00 Meetings, Schools &amp; Dues</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Rec)	04/27/2026	1,284.05	.00	
Total 05-439-56-00 Meetings, Schools & Dues:					1,284.05	.00	
<b>05-439-65-00 Repairs &amp; Maint - Swim Pool</b>							
5999	Paige Mechanical Group, Inc	49250	repaired drinking fountains, leakin	04/16/2026	456.90	.00	
12640	Premier Pool Service	6632393	salt, dry chlorine, orenda phosph	04/28/2026	6,891.80	.00	
12640	Premier Pool Service	6632408	sodium bicarbonate, enzymes	04/29/2026	774.74	.00	
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Rec)	04/27/2026	100.00	.00	
Total 05-439-65-00 Repairs & Maint - Swim Pool:					8,223.44	.00	
Total RECREATION DEPARTMENT:					27,480.64	.00	
Total RECREATION FUND:					27,485.64	.00	
<b>LIBRARY FUND</b>							
<b>LIBRARY</b>							
<b>06-461-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - library	05/05/2026	277.51	.00	
11142	Fatbeam	MAR-2026 LIB	internet service	03/25/2026	201.00	.00	
10162	T-Mobile	MAR-2026 LIB	mobile hotspots	03/25/2026	750.42	.00	
9609	Verizon	APR-2026	monthly charges - library	05/05/2026	132.35	.00	
Total 06-461-34-00 Telephone/Internet:					1,361.28	.00	
<b>06-461-36-00 Repairs &amp; Maint - Equipment</b>							
10610	CIT	49071591	copier lease - library	04/29/2026	348.13	.00	
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	173.33	.00	
Total 06-461-36-00 Repairs & Maint - Equipment:					521.46	.00	
<b>06-461-52-25 Passport Supplies/Expenses</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Library)	04/27/2026	35.40	.00	
Total 06-461-52-25 Passport Supplies/Expenses:					35.40	.00	
<b>06-461-56-75 Consortium Dues</b>							
4276	Lynx Library Consortium	MAR-2026 LIB	consortium dues FY26 Qtr 2	03/25/2026	6,268.93	.00	
Total 06-461-56-75 Consortium Dues:					6,268.93	.00	
<b>06-461-76-00 Programming</b>							
12736	Brookover, Brandy	MAR-2026B	program instructor	03/25/2026	50.00	.00	
12803	Kurtz, Emilie	MAR-2026 LIB	program instructor	03/25/2026	50.00	.00	
12700	Slaughter, Hayley	MAR-2026 LIB	program catering	03/25/2026	45.00	.00	
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Library)	04/27/2026	642.72	.00	
12805	West, Seth	MAR-2026 LIB	program instructor	03/25/2026	50.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 06-461-76-00 Programming:					837.72	.00	
<b>06-461-78-00 Books, Magazines, AV, Software</b>							
12514	Cengage Learning Inc / Gale	MAR-2026 LIB	new releases, requests, backorde	03/25/2026	277.69	.00	
813	Ingram Library Sales	MAR-2026 LIB	new releases and requests & bac	03/25/2026	214.56	.00	
11315	Junior Library Guild	MAR-2026 LIB	new releases & requests, backord	03/25/2026	493.92	.00	
Total 06-461-78-00 Books, Magazines, AV, Software:					986.17	.00	
<b>06-461-90-00 Contributions - Private</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Library)	04/27/2026	62.98	.00	
Total 06-461-90-00 Contributions - Private:					62.98	.00	
<b>06-461-96-00 Grants</b>							
12804	McBrayer, Markie Dr.	MAR-2026 LIB	speakers stipend - grant #2025/26	03/25/2026	500.00	.00	
Total 06-461-96-00 Grants:					500.00	.00	
Total LIBRARY:					10,573.94	.00	
Total LIBRARY FUND:					10,573.94	.00	
<b>AIRPORT FUND</b>							
<b>AIRPORT</b>							
<b>07-437-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - airport	05/05/2026	29.35	.00	
Total 07-437-34-00 Telephone/Internet:					29.35	.00	
<b>07-437-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Airport	05/05/2026	620.80	.00	
Total 07-437-35-00 Utilities:					620.80	.00	
<b>07-437-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
8755	Idaho Materials & Construction	6839568	blocks	04/23/2026	450.00	.00	
11016	Prestige Janitorial Co	MAY-2026	cleaning services: airport	05/05/2026	140.00	.00	
Total 07-437-40-00 Repairs & Maint - Bldgs & Grnd:					590.00	.00	
<b>07-437-40-10 Airport Manager</b>							
11421	Altitude Aviation Services, LLC	APRIL -2026	airport FBO contract services	05/12/2026	4,100.00	.00	
Total 07-437-40-10 Airport Manager:					4,100.00	.00	
<b>07-437-52-00 Supplies</b>							
10304	US Bank Equipment Finance	579829128	Contract Payment	05/05/2026	13.14	.00	
Total 07-437-52-00 Supplies:					13.14	.00	
<b>07-437-96-10 Grant-FAA</b>							
3378	JUB Engineers, Inc	195339	hangar construction	04/15/2026	22,144.95	.00	
Total 07-437-96-10 Grant-FAA:					22,144.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total AIRPORT:					27,498.24	.00	
Total AIRPORT FUND:					27,498.24	.00	
<b>GOLF COURSE FUND</b>							
<b>GOLF COURSE</b>							
<b>24-439-33-00 Gas &amp; Oil</b>							
692	Hiler Bros. Co	368381	bulk non-ethanol, off road red dies	04/22/2026	1,394.37	.00	
Total 24-439-33-00 Gas & Oil:					1,394.37	.00	
<b>24-439-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - golf	05/05/2026	46.15	.00	
9609	Verizon	APR-2026	monthly charges - golf course	05/05/2026	129.76	.00	
Total 24-439-34-00 Telephone/Internet:					175.91	.00	
<b>24-439-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Golf Course	05/05/2026	2,858.93	.00	
Total 24-439-35-00 Utilities:					2,858.93	.00	
<b>24-439-36-00 Repairs &amp; Maint - Equipment</b>							
1545	Turf Equipment & Irrigation	769638-00	spindle assembly	04/24/2026	423.47	.00	
Total 24-439-36-00 Repairs & Maint - Equipment:					423.47	.00	
<b>24-439-38-05 Portable Service Contract</b>							
8029	United Site Services	INV-6055461	rental charge	04/30/2026	345.00	.00	
Total 24-439-38-05 Portable Service Contract:					345.00	.00	
<b>24-439-38-10 Repairs &amp; Maint - Clubhouse</b>							
11645	ADT Security Services	APR-2026	security system	04/19/2026	60.25	.00	
3265	Cintas Corporation	4266813632	mat, soap refill, hand sanitizer, pa	04/22/2026	302.85	.00	
848	J & J Heating & Cooling	3657	repair neutral wire inlite, labor	04/27/2026	220.00	.00	
Total 24-439-38-10 Repairs & Maint - Clubhouse:					583.10	.00	
<b>24-439-38-50 Restaurant Repairs</b>							
4043	Boise Appliance & Refrigeration	90535	repair prep cooler, parts, labor	01/06/2026	1,052.68	.00	
Total 24-439-38-50 Restaurant Repairs:					1,052.68	.00	
<b>24-439-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
1430	Standard Plumbing Supply Co	AKLQ05	ROOFING KNIFE, COLOR FINE	04/30/2026	88.45	.00	
Total 24-439-40-00 Repairs & Maint - Bldgs & Grnd:					88.45	.00	
<b>24-439-40-20 Irrigation Maintenance</b>							
2599	Agri-Lines Irrigation Inc	INV151402	bushings, couplers, elbow, gasket,	03/24/2026	495.94	.00	
11251	Pacific Golf & Turf	P972140POR	sprinklers, interal assemblies, sole	04/27/2026	5,833.05	.00	
11251	Pacific Golf & Turf	P974187POR	nozzles, freight	04/27/2026	190.12	.00	
Total 24-439-40-20 Irrigation Maintenance:					6,519.11	.00	
<b>24-439-52-00 Office Supplies</b>							
11497	Quadient Finance USA, Inc	APR-2026	postage - golf	04/30/2026	1.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-439-52-00 Office Supplies:					1.48	.00	
<b>24-439-56-00 Meetings, Schools &amp; Dues</b>							
8296	Superior Tech Products	7480-R	dry flowable fungicide	04/20/2026	5,430.00	.00	
Total 24-439-56-00 Meetings, Schools & Dues:					5,430.00	.00	
<b>24-439-70-00 Weed Killer &amp; Fertilizer</b>							
1386	Simplot Turf & Horticulture	216086713	proxy	04/22/2026	480.00	.00	
Total 24-439-70-00 Weed Killer & Fertilizer:					480.00	.00	
<b>24-439-99-20 Lease/Purchase Equipment</b>							
12484	Yamaha Motor Finance Corp., US	28816	2025 tax year assesment	04/08/2026	2,865.46	.00	
Total 24-439-99-20 Lease/Purchase Equipment:					2,865.46	.00	
Total GOLF COURSE:					22,217.96	.00	
Total GOLF COURSE FUND:					22,217.96	.00	
<b>WATER MAINTENANCE FUND</b>							
<b>25-346-10-00 Metered Sales</b>							
10885	Morning View HOA	MAY-2026	refund credit on disconnected acct	05/01/2026	31.89	.00	
10885	Morning View HOA	MAY-2026B	refund credit on disconnected acct	05/01/2026	93.78	.00	
10885	Morning View HOA	MAY-2026C	refund credit on disconnected acct	05/01/2026	150.08	.00	
10885	Morning View HOA	MAY-2026D	refund credit on disconnected acct	05/01/2026	31.89	.00	
12636	Urban Edge Property Managemen	MAY-2026	refund credit on disconnected acct	02/17/2026	68.74	.00	
12802	Woods, Brandon & Alyssa	APR-2026	refund credit on closed acct 3.14	04/20/2026	11.11	.00	
Total 25-346-10-00 Metered Sales					387.49	.00	
Total :					387.49	.00	
<b>WATER DEPARTMENT</b>							
<b>25-434-31-10 Billing-Postage &amp; Meter Expens</b>							
11497	Quadient Finance USA, Inc	APR-2026	postage - water	04/30/2026	751.83	.00	
Total 25-434-31-10 Billing-Postage & Meter Expens:					751.83	.00	
<b>25-434-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement water	05/01/2026	2,268.34	.00	
9302	Wex Bank	APR-2026	monthly statement water off road	05/01/2026	1,093.97	.00	
Total 25-434-33-00 Gas & Oil:					3,362.31	.00	
<b>25-434-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - water	05/05/2026	83.85	.00	
9609	Verizon	APR-2026	monthly charges - water	05/05/2026	304.62	.00	
Total 25-434-34-00 Telephone/Internet:					388.47	.00	
<b>25-434-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Water	05/05/2026	32,386.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Total 25-434-35-00 Utilities</b>					<b>32,386.75</b>	<b>.00</b>	
<b>25-434-36-00 Repairs &amp; Maint - Equipment</b>							
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	19.36	.00	
<b>Total 25-434-36-00 Repairs &amp; Maint - Equipment:</b>					<b>19.36</b>	<b>.00</b>	
<b>25-434-36-10 Copier &amp; Printer Lease</b>							
10610	CIT	49071591	copier lease - water	04/29/2026	168.57	.00	
<b>Total 25-434-36-10 Copier &amp; Printer Lease:</b>					<b>168.57</b>	<b>.00</b>	
<b>25-434-37-00 Repairs &amp; Maint - Trucks</b>							
1485	Tech Auto Body	26113	repair vehicle, parts, labor	04/22/2026	1,500.00	.00	
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Water)	04/27/2026	188.07	.00	
<b>Total 25-434-37-00 Repairs &amp; Maint - Trucks:</b>					<b>1,688.07</b>	<b>.00</b>	
<b>25-434-40-00 Repairs &amp; Maint-Bldgs &amp; Grnd</b>							
866	Jim's Lumber Co	APR-2026	Monthly Statement Water	05/01/2026	104.73	.00	
<b>Total 25-434-40-00 Repairs &amp; Maint-Bldgs &amp; Grnd:</b>					<b>104.73</b>	<b>.00</b>	
<b>25-434-40-30 Janitorial Service</b>							
11016	Prestige Janitorial Co	MAY-2026	cleaning services: water	05/05/2026	125.00	.00	
<b>Total 25-434-40-30 Janitorial Service:</b>					<b>125.00</b>	<b>.00</b>	
<b>25-434-41-00 Professional Services</b>							
878	Keller Associates	214010-010-00	general water support	04/15/2026	600.00	.00	
878	Keller Associates	214010-031-00	declining balance & tool creation	04/15/2026	660.00	.00	
878	Keller Associates	214010-032-00	development reviews	04/15/2026	557.50	.00	
878	Keller Associates	214010-034-00	risk & resilience assessment & em	04/15/2026	882.88	.00	
<b>Total 25-434-41-00 Professional Services:</b>					<b>2,700.38</b>	<b>.00</b>	
<b>25-434-43-20 Computer Support</b>							
285	Caselle Inc	INV-18942	monthly contract support	05/01/2026	747.25	.00	
<b>Total 25-434-43-20 Computer Support:</b>					<b>747.25</b>	<b>.00</b>	
<b>25-434-43-35 SCADA Maint &amp; Software</b>							
10162	T-Mobile	APR-2026	mobile hotspot	05/05/2026	88.90	.00	
<b>Total 25-434-43-35 SCADA Maint &amp; Software:</b>					<b>88.90</b>	<b>.00</b>	
<b>25-434-52-00 Supplies</b>							
599	Gem State Paper & Supply Co	3119884	tissue dispenser, toilet paper	04/27/2026	108.57	.00	
599	Gem State Paper & Supply Co	3120412	paper towels, kleenex	04/27/2026	103.85	.00	
<b>Total 25-434-52-00 Supplies:</b>					<b>212.42</b>	<b>.00</b>	
<b>25-434-56-00 Meetings, Schools &amp; Dues</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Water)	04/27/2026	108.00	.00	
<b>Total 25-434-56-00 Meetings, Schools &amp; Dues:</b>					<b>108.00</b>	<b>.00</b>	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>25-434-72-00 Tools &amp; Supplies</b>							
1430	Standard Plumbing Supply Co	AJPF38	pressure guage	04/22/2026	13.99	.00	
Total 25-434-72-00 Tools & Supplies:					13.99	.00	
<b>25-434-84-00 Water Samples</b>							
74	Analytical Laboratories Inc	2603068	Water samples	03/31/2026	3,756.25	.00	
Total 25-434-84-00 Water Samples:					3,756.25	.00	
<b>25-434-99-30 Lease/Purchase Equipment</b>							
291	Caterpillar Financial Svc Corp	38475027	Lease payment Caterpillar comp	04/26/2026	6,354.13	.00	
Total 25-434-99-30 Lease/Purchase Equipment:					6,354.13	.00	
Total WATER DEPARTMENT:					52,976.41	.00	
Total WATER MAINTENANCE FUND:					53,363.90	.00	
<b>WASTEWATER MAINT. FUND</b>							
<b>26-347-10-00 Service Revenue</b>							
12802	Woods, Brandon & Alyssa	APR-2026	refund credit on closed acct 3 14	04/20/2026	6.45	.00	
Total 26-347-10-00 Service Revenue:					6.45	.00	
Total :					6.45	.00	
<b>WASTEWATER DEPARTMENT</b>							
<b>26-435-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement: waste water	05/01/2026	1,574.02	.00	
9302	Wex Bank	APR-2026	monthly statement: waste water o	05/01/2026	118.92	.00	
Total 26-435-33-00 Gas & Oil:					1,692.94	.00	
<b>26-435-34-00 Telephone/Internet</b>							
8078	DataTel	DG-11408	monthly statement - wastewater	05/05/2026	83.85	.00	
9609	Verizon	APR-2026	monthly charges - wastewater	05/05/2026	285.90	.00	
Total 26-435-34-00 Telephone/Internet:					369.75	.00	
<b>26-435-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Sewer	05/05/2026	1,064.62	.00	
Total 26-435-35-00 Utilities:					1,064.62	.00	
<b>26-435-36-00 Repairs &amp; Maint - Equipment</b>							
203	Xerox Business Solutions	IN5355841	monthly contract base rate	04/29/2026	19.35	.00	
Total 26-435-36-00 Repairs & Maint - Equipment:					19.35	.00	
<b>26-435-36-10 Copier &amp; Printer (Lease)</b>							
10610	CIT	49071591	copier lease - wastewater	04/29/2026	168.58	.00	
Total 26-435-36-10 Copier & Printer (Lease):					168.58	.00	
<b>26-435-37-00 Repairs &amp; Maint - Trucks</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Waste Water)	04/27/2026	188.07	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 26-435-37-00 Repairs & Maint - Trucks:					188.07	.00	
<b>26-435-38-00 Repairs &amp; maint. Stormwater</b>							
8755	Idaho Materials & Construction	6829760	decorative blocks	04/08/2026	1,280.00	.00	
Total 26-435-38-00 Repairs & maint. Stormwater:					1,280.00	.00	
<b>26-435-40-30 Janitorial Service</b>							
11016	Prestige Janitorial Co	MAY-2026	cleaning services: waste water	05/05/2026	125.00	.00	
Total 26-435-40-30 Janitorial Service:					125.00	.00	
<b>26-435-41-00 Professional Services</b>							
878	Keller Associates	214010-011-00	general wastewater support	04/15/2026	3,218.75	.00	
878	Keller Associates	214010-031-00	declining balance & tool creation	04/15/2026	660.00	.00	
878	Keller Associates	214010-032-00	development reviews	04/15/2026	557.50	.00	
878	Keller Associates	214010-033-00	mechanical WWTP Phase 1 conc	04/15/2026	4,418.05	.00	
878	Keller Associates	214010-034-00	risk & resilience assessment & em	04/15/2026	882.87	.00	
Total 26-435-41-00 Professional Services:					9,737.17	.00	
<b>26-435-43-20 Computer Support</b>							
285	Caselle Inc	INV-18942	monthly contract support	05/01/2026	747.25	.00	
Total 26-435-43-20 Computer Support:					747.25	.00	
<b>26-435-43-35 SCADA Maint &amp; Software</b>							
10162	T-Mobile	APR-2026	mobile hotspot service	05/05/2026	88.90	.00	
Total 26-435-43-35 SCADA Maint & Software:					88.90	.00	
<b>26-435-52-00 Supplies</b>							
599	Gem State Paper & Supply Co	3119884	tissue dispenser, toilet paper	04/27/2026	108.56	.00	
599	Gem State Paper & Supply Co	3120412	paper towels, kleenex	04/27/2026	103.85	.00	
Total 26-435-52-00 Supplies:					212.41	.00	
<b>26-435-56-00 Meetings, Schools &amp; Dues</b>							
1610	Wells Fargo Remittance Center	MAY-2026	Monthly Statement (Waste Water)	04/27/2026	108.00	.00	
Total 26-435-56-00 Meetings, Schools & Dues:					108.00	.00	
<b>26-435-74-00 Chlorine</b>							
1172	Oxarc Inc	0032555312	Chlorine Ton Container, fuel surch	04/17/2026	10,115.97	.00	
Total 26-435-74-00 Chlorine:					10,115.97	.00	
<b>26-435-84-00 Water Samples</b>							
74	Analytical Laboratories Inc	2603069	wastewater monitoring	03/31/2026	440.00	.00	
684	Hiddleston Drilling & Pump Co	100354128	bailing & pump installation	04/21/2026	160.00	.00	
Total 26-435-84-00 Water Samples:					600.00	.00	
<b>26-435-99-30 Lease/Purchase Equipment</b>							
291	Caterpillar Financial Svc Corp	38475027	Lease payment: Caterpillar comp	04/26/2026	6,354.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 26-435-99-30 Lease/Purchase Equipment:					6,354.14	.00	
Total WASTEWATER DEPARTMENT:					32,872.15	.00	
Total WASTEWATER MAINT. FUND:					32,878.60	.00	
<b>SANITATION FUND</b>							
<b>SANITATION DEPARTMENT</b>							
<b>27-433-43-00 Computer Maintenance/Software</b>							
285	Caselle Inc	INV-18942	monthly contract support	05/01/2026	747.25	.00	
Total 27-433-43-00 Computer Maintenance/Software:					747.25	.00	
Total SANITATION DEPARTMENT:					747.25	.00	
Total SANITATION FUND:					747.25	.00	
<b>TAP DEPOSIT FUND</b>							
<b>46-202-03-00 Tap Deposit Payable</b>							
12795	Belieu, Andrew	APR-2026	refund deposit credit on closed ac	04/22/2026	12.44	.00	
12798	Hanson, Kenneth	APR-2026	refund deposit credit on closed ac	04/24/2026	18.28	.00	
12799	Heagel, Garrett & Walton, Emily	APR-2026	refund deposit credit on closed ac	04/23/2026	9.60	.00	
Total 46-202-03-00 Tap Deposit Payable:					40.32	.00	
Total :					40.32	.00	
Total TAP DEPOSIT FUND:					40.32	.00	
<b>Fiber Optic Fund</b>							
<b>50-348-10-00 Utility service</b>							
12802	Woods, Brandon & Alyssa	APR-2026	refund credit on closed acct 3.14	04/20/2026	3.76	.00	
Total 50-348-10-00 Utility service:					3.76	.00	
Total :					3.76	.00	
<b>Fiber Optic Fund Construction</b>							
<b>50-434-33-00 Gas &amp; Oil</b>							
9302	Wex Bank	APR-2026	monthly statement: fiber	05/01/2026	921.94	.00	
9302	Wex Bank	APR-2026	monthly statement: fiber off road	05/01/2026	154.79	.00	
Total 50-434-33-00 Gas & Oil:					1,076.73	.00	
<b>50-434-34-00 Telephone/Internet</b>							
9609	Verizon	APR-2026	monthly charges - fiber	05/05/2026	168.47	.00	
Total 50-434-34-00 Telephone/Internet :					168.47	.00	
<b>50-434-35-00 Utilities</b>							
779	Idaho Power Co	APR-2026	Monthly Statement-Fiber Building	05/05/2026	259.49	.00	
Total 50-434-35-00 Utilities:					259.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>50-434-35-25 SaaS-Monthly subscription</b>							
11989	IRON	5363	COM-L3	05/01/2026	450.00	.00	
11989	IRON	5364	L2VPN-000	05/01/2026	1,000.00	.00	
Total 50-434-35-25 SaaS-Monthly subscription:					1,450.00	.00	
<b>50-434-52-00 Supplies</b>							
12523	Adams Cable Equipment, Inc.	2026-88767	ribbon tray 12 fibers - tray 24-kit	05/01/2026	313.86	.00	
1430	Standard Plumbing Supply Co	AJM205	fitting, screw, reducer, adapter, co	04/21/2026	38.44	.00	
1430	Standard Plumbing Supply Co	AKR586	12oz gap & crack foam & 17.5 oz	05/01/2026	24.86	.00	
Total 50-434-52-00 Supplies:					377.16	.00	
Total Fiber Optic Fund Construction:					3,331.85	.00	
Total Fiber Optic Fund:					3,335.61	.00	
Grand Totals:					329,849.47	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

City Clerk: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

**Report Criteria**

- Invoices with totals above \$0 included
- Paid and unpaid invoices included

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MOUNTAIN HOME, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF MOUNTAIN HOME, IDAHO;

**Section 1: Grant of Authority.**

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a twenty (20) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Mountain Home, Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power.

**Section 2: Use of Streets and Rules Governing the Same.**

Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no fee shall be required of Grantee for any such permit. **Grantee may, however, open or disturb the streets, alleys, and public places without a permit if an emergency exists requiring the immediate repair of facilities.** The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operating of Grantee's facilities and service. Whenever the City shall pave or repave any street or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

**Section 3: Grantee Subject to All Powers of City Rules Governing Repair and Reconstruction of Streets.**

The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances adopted pursuant thereto. The Grantee shall not unnecessarily

or unreasonably obstruct the use of or damage any street or alley and shall within a reasonable time and as early as practicable upon completion of any construction or repair work, restore all City streets and alleys to the same order and condition as they were before the excavation was made insofar as reasonably possible. The Grantee shall maintain, repair and keep in good condition for a period of one year all portions of streets and alleys disturbed by it or its agents. The Grantee shall be responsible for any obstruction in any street, alley or other public place caused by it in the operation and maintenance of its properties occurring at any time and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Grantee demanding removal is not promptly removed by the Grantee may be taken care of by the City and the costs thereof shall be charged against Grantee. For purposes of this Section, Grantee's above-ground facilities or temporary construction materials and equipment shall not be considered an "obstruction".

Commented [SG(1)]: This is new

**Section 4: Term of Franchise and Grant.**

Such right and authority, permission and power is hereby granted for a term of twenty (20) years from and after the date of the final acceptance of this Ordinance by the Company, herein referred to as the primary term. This franchise will automatically renew for successive periods of ten (10) years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

**Section 5: City Right to Inspection of Grantee's Plans, Accounts and Books – Grantee to Furnish Certain Maps.**

Upon reasonable advance notice, the City shall have access to Grantee's records to the extent necessary to verify the accuracy of the Franchise fee payments required herein during the normal business hours of Grantee. The Grantee shall furnish, upon request, the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions. The City shall make every reasonable effort to maintain the confidentiality of any trade secrets or other proprietary information (such as proprietary maps and other mapping information) provided pursuant to this Section, including execution of a data sharing agreement with Grantee. Any map supplied shall not be used for locating gas facilities with the intent of excavating. Prior to excavating, the City shall request line locates per the requirements of Idaho Statutes Title 55 Chapter 22 Underground Facilities Damage Prevention.

Commented [SG(2)]: This section differs slightly in requiring reasonable advance notice and specifying that the maps provided aren't to be relied upon for excavating purposes (they call out using the digline statute instead)

**Section 6: Payment To City And Filing Of Annual Written Report With The City**

As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross receipts received from all sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant.

Such payments shall be made on a quarterly basis and shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of the public service providers' franchise with the City which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file 30 days after the end of each calendar quarter with the City a report for the preceding calendar quarter, which report shall contain a statement of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar quarter preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross quarterly receipts due for the calendar quarter which said report is made and filed.

#### **Section 7: Grantee Liability - Indemnification**

It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Nothing herein shall require Grantee to save and hold the City harmless to the extent any loss sustained by the City is caused by the acts, omissions, or negligence of the City its agents, representatives, contractors, officers, directors, employees, or other parties subject to its direction or control.

#### **Section 8: Insurance**

Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence. Provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation.

#### **Section 9: Safety Regulation Compliance**

Grantee shall comply with and conform to all safety regulations promulgated by the United States, State of Idaho, or any regulatory body having jurisdiction thereof.

#### **Section 10: Agreement Not to Compete – Reserve to City Power of Eminent Domain**

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

**Section 11: Surrender of Franchise**

In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and will restore City's streets and alleys damaged by such salvage operation.

**Section 12: Written Acceptance**

The Grantee shall within thirty (30) days after the passage and publication of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

**Section 13: Publication Costs**

The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

**Section 14: Forfeiture**

Any material violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder should Grantee fail to cure such violation within sixty (60) calendar days of City's providing Grantee written notice, which shall be served upon Grantee by registered mail on its Region Director at 555 South Cole Road, Boise, ID 83709, or if not reasonably capable of being cured within sixty (60) calendar days, within such other reasonable period of time as the parties may agree. This provision shall not prevent the Grantee from submitting such question of forfeiture to proper court determination.

**Section 15: Separability**

**Commented [SG(3):** Missing here are sections 13 and 14:  
13: Requires city approval of sale, assignment or lease of franchise.  
14: Right to additional payments – if Grantee pays to any other city a higher percentage, then the city is entitled to require grantee to pay for the same period of time the higher percentage.

If any part or parts of this ordinance shall be adjudged by the courts to be unconstitutional or invalid, the same shall not affect the validity of any other part or parts hereof which can be given effect without the part or parts adjudged to be unconstitutional or invalid. The City declares that it would have passed the remaining parts of this ordinance if it had been known that such other part or parts thereof would be declared unconstitutional or invalid.

**Section 16: Repeal**

All ordinances and parts or ordinances of City in conflict herewith shall be, and the same are hereby repealed.

**Section 17: Notifications**

Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specially provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made, or the act performed on the next succeeding business day which is not a legal holiday. Notices shall be directed to the parties as follows:

To the City:           City Clerk  
                              City of Mountain Home  
                              160 South 3<sup>rd</sup> East  
                              Mountain Home, ID 83647

To IGC:                 Region Director  
                              Intermountain Gas Company  
                              555 S Cole Road  
                              Boise, Idaho 83709

This Ordinance shall take effect and be in force on [Add Date], following its passage, approval, and publication as required by law, and the execution of the "Acceptance and Consent" by Grantee.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026

CITY OF MOUNTAIN HOME

\_\_\_\_\_  
Rich Sykes, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Belt, City Clerk

ACCEPTANCE AND CONSENT

INTERMOUNTAIN GAS COMPANY, as the franchisee and 'Grantee' in the ordinance set forth above, accepts the franchise set forth therein at the time of Grantee's execution, and agrees to abide by the terms and conditions thereof. Specifically (and pursuant to I.C. § 50-329A), IGC consents to the three percent (3%) franchise fee assessed by the City pursuant to this ordinance.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By: Eric Martuscelli  
Its: VP, Field Operations & Customer Experience

INTERMOUNTAIN GAS COMPANY

RECEIVED

CONTRACT REVIEW

APR 8 1986

SYNOPSIS: (Short summary of purpose and terms)

City of Mountain Home Franchise  
Ordinance No. 1064 for a term  
of 40 years.

JEFFATT, THOMAS, BARRETT AND BLANTON

Dan McAlister

Sponsor

DEPARTMENT PERFORMANCE REQUIREMENTS:

DISTRIBUTION: Original: Vice President Administration and Secretary  
Copy To: (List departments involved with performance or financial responsibility and reporting)

SIGNATURES REQUIRED:

Chuck Hedemark

Dan McAlister

Tom Ambrose

REVIEW AND APPROVAL ROUTING: (Company Policy No. 901)

- Vice President Division Operations
- Treasurer
- Controller
- Vice President Marketing
- Vice President Administration and Secretary
- Vice President Gas Supply
- Vice President IGC Production
- Insurance Administrator
- Other
- Other

*C Hedemark*

*Dan McAlister 4/7/86*

FINAL REVIEW:

Attorney

*T Ambrose 4/16/86*

(Reverse Side for Comments)

ORDINANCE NO. 1064

AN ORDINANCE OF THE CITY OF MOUNTAIN HOME, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A FORTY (40) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME; SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES GOVERNING REPAIRS AND RECONSTRUCTION OF THE STREETS; PROVIDING FOR THE TERM OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; SETTING FORTH CITY'S RIGHT TO ADDITIONAL PAYMENTS; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF MOUNTAIN HOME, IDAHO;

SECTION I

GRANT OF AUTHORITY

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a forty (40) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Mountain Home, Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City.

SECTION II

USE OF STREETS AND RULES GOVERNING SAME

Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no fee shall be required of Grantee for any such permit. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operation of Grantee's facilities and service. Whenever the City shall pave or repave any street or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. Whenever the City grants a permit for an excavation in a street, alley or other public ground and the work contemplated by the permit may expose gas pipes, mains and appurtenances of the Grantee, the City shall promptly furnish a copy of the permit to Grantee.

SECTION III

GRANTEE SUBJECT TO ALL POWERS OF CITY  
RULES GOVERNING REPAIR AND  
RECONSTRUCTION OF STREETS

The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances adopted pursuant thereto. The Grantee shall not unnecessarily or unreasonably obstruct the use of or damage any street or alley, and shall within a reasonable time and as early as practicable upon completion of any construction or repair work, restore all city streets and alleys to the same order and condition as they were before the excavation was made insofar as reasonably possible. The Grantee shall maintain, repair and keep in good condition for a period of one year all portions of street and alleys disturbed by it or its agents. The Grantee shall be responsible for any obstruction in any street, alley or other public place caused by it in the operation and maintenance of its properties occurring at anytimes and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Grantee demanding removal is not promptly removed by the Grantee may be taken care of by the City and the costs thereof shall be charged against Grantee and may be enforced as a lien upon any of its properties or assets.

SECTION IV

TERM OF FRANCHISE AND GRANT

The right, authority and grant herein and hereby made to said Grantee, its successor and assigns, is granted for, and limited in time to, a period of forty (40) years from December 18, 1986, through and including December 18, 2026.

SECTION V

CITY RIGHT TO INSPECTION OF GRANTEE'S PLANS,  
ACCOUNTS AND BOOKS - GRANTEE TO FURNISH CERTAIN MAPS

The City shall have access at all reasonable hours to all of the Grantee's plans, contracts and engineering, accounting, finance, statistical, customer and service records relating to the property and operations of Grantee within the City. The Grantee shall, upon request, furnish the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions.

## SECTION VI

### PAYMENT TO CITY AND FILING OF ANNUAL WRITTEN REPORT WITH THE CITY

As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross annual receipts received from all sales of gas within the corporate limits of the City through use, operation or possession of this franchise and grant.

Such annual payments shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file by March 31 of each year with the City a report for the preceding calendar year, verified by the affidavit of the general manager, auditor, treasurer, or assistant treasurer of said Grantee, which report shall contain a statement in such form and detail as shall from time to time be prescribed by the City, of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar year preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross annual receipts due for the year for which said report is made and filed.

## SECTION VII

### GRANTEE LIABILITY - INDEMNIFICATION

It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the Grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee.

## SECTION VIII

### INSURANCE

Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence.

SECTION IX

SAFETY REGULATION COMPLIANCE

Grantee shall comply with and conform to all safety regulations promulgated by the City or any regulatory body having jurisdiction thereof.

SECTION X

AGREEMENT NOT TO COMPETE - RESERVE  
TO CITY POWER OF EMINENT DOMAIN

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

SECTION XI

SURRENDER OF FRANCHISE

In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and will restore City's streets and alleys damaged by such salvage operation.

SECTION XII

WRITTEN ACCEPTANCE

The Grantee shall within thirty (30) days after the passage and publication of this ordinance file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION XIII

SALE, ASSIGNMENT OR LEASE OF FRANCHISE

No sale, assignment or lease of this franchise shall be effective until it is approved by the City, provided, however, that nothing herein contained shall be construed as to require consent or to prevent the Grantee of this franchise and grant from including it in a mortgage or trust deed executed for this purpose of obtaining money for corporate objects.

SECTION XIV

RIGHT TO ADDITIONAL PAYMENTS TO CITY

In the event the Grantee shall pay any other City any greater stipulated percentage than hereinbefore provided, then in such event, the City shall have the right of requiring Grantee to pay for the same period of time such higher percentage so paid to such other City.

SECTION XV

PUBLICATION COSTS

The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION XVI

FORFEITURE

Any violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of forfeiture to proper court determination.

SECTION XVII

SEPARABILITY

If any part or parts of this ordinance shall be adjudged by the courts to be unconstitutional or invalid, the same shall not affect the validity of any other part or parts hereof which can be given effect without the part or parts adjudged to be unconstitutional or invalid. The City declares that it would have passed the remaining parts of this ordinance if it had been known that such other part or parts thereof would be declared unconstitutional or invalid.

SECTION XVIII

REPEAL

All ordinances and parts of ordinances of City in conflict herewith shall be, and the same are hereby repealed.

PASSED BY THE CITY COUNCIL MARCH 24, 1986

PASSED BY THE MAYOR MARCH 24, 1986

*[Signature]* Mayor

(SEAL)

ATTEST:

*Betty Manning*  
City Clerk

**NOTICE OF PUBLIC HEARING**

The Mountain Home City Council will hold a Public Hearing at its regular meeting on June 9, 2026, at 5:00 p.m., in the City Council Chambers, 160 South 3<sup>rd</sup> East, Mountain Home, Idaho. The purpose of the hearing is to obtain citizen input and public comment on establishing the Miscellaneous Golf Fees below at Desert Canyon Golf Course as follows:

FEE	CURRENT FEE	PROPOSED
Club Rental – 18 hole	\$0.00	\$20.00
Club Rental – 9 hole	\$0.00	\$10.00
1(one) hour Golf Lesson (18yr. + age)	\$0.00	\$80.00
3 (three) Golf Lesson pack (18yr. + age)	\$0.00	\$200.00
5 (five) hour Golf Lesson pack (18yr. + age)	\$0.00	\$300.00
1 (½ hour) Junior Golf Lesson (17yr. and under)	\$0.00	\$30.00
3 (½ hour) Junior Golf Lesson Pack (17yr. and under)	\$0.00	\$75.00
5 (½ hour) Junior Golf Lesson Pack (17yr. and under)	\$0.00	\$100.00
½ hour Golf Simulator (4 people per tee time)	\$0.00	\$29.95
1 hour Golf Simulator (4 people per tee time)	\$0.00	\$39.95
10 (ten) Hours Golf Simulator Package (4 people per tee time)	\$0.00	\$299.95

Anyone who wishes to comment, but is unable to attend the hearing, may submit written comments prior to the meeting. Address comments to City of Mountain Home, City Hall, Attention City Clerk, P.O. Box 10, Mountain Home, ID 83647

The City of Mountain Home will provide for reasonable accommodations for persons with disabilities. Any person needing an interpreter or special accommodations are urged to contact the City of Mountain Home Title VI Coordinator at 208-580-2091.

Se les informan a las personas que necesitan servicios especiales o un intérprete para comunicarse con la ciudad de Mountain Home Coordinador del Título VI al 208-587-2104.

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Tiffany Belt, City Clerk

First Publication: May 20<sup>th</sup>, 2026  
 Second Publication: May 27<sup>th</sup>, 2026

**TASK ORDER 035  
AGREEMENT FOR  
WELL 18**

**Effective Date: May 15, 2026**

Consultant Project No.: 214010-035

This Task Order, entered between City of **Mountain Home** ("Owner"), and **Keller Associates, Inc.** ("Consultant"), is subject to the provisions of the Agreement for Professional Services ("Agreement"), dated March 25, 2014 and subsequently amended on July 01, 2024.

The Owner intends to add a new potable water well source to its potable water distribution system. The water system is at approximately 85% of its firm water supply capacity. A new water supply is needed to continue to accommodate new growth and add resiliency to the system. Now therefore, the Owner and Consultant agree to the following project scope, schedule, and compensation.

**SCOPE:** The Consultant will provide the scope of services outlined in Attachment A.

**SCHEDULE:** The Agreement shall commence on the above written date and be completed as outlined in Attachment A.

**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant with a total not-to-exceed budget of **\$137,885.00 (one hundred thirty-seven thousand eight hundred eighty-five dollars)** as described in Attachment A. The total authorized budget amount shall not be exceeded without authorization from the Owner.

*Additional Services.* Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Task Order.

In Witness Whereof, the parties hereto have executed this Task Order Agreement as of the day and year first above written.

**OWNER: CITY OF MOUNTAIN HOME**

**CONSULTANT: KELLER ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Richard Sykes, Mayor

Name: James Bledsoe, Vice President

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

Date: 04/13/2026

**Attachment A**  
**CITY OF MOUNTAIN HOME**  
**WELL 18**  
**SCOPE OF WORK**

**PROJECT DESCRIPTION**

**City of Mountain Home** (“Owner”) has contracted with **Keller Associates, Inc.** (“Consultant”) to provide engineering services to support the development of the new potable water Well 18. The Consultant’s scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The Owner updated its potable water system declining balance evaluation in 2025. The evaluation showed that the City’s existing EDUs are at approximately 85% of the firm well supply capacity. At this time, the Owner wishes now to begin the process of adding a new potable water well supply to the water system to stay ahead of demands and maintain the ability to accommodate additional growth. Prior to drilling a final production-sized well hole, the Owner wishes to drill a smaller test well to check water quality and lithology to inform the final design of the production well. The new well will be located on the Owner’s land east of Well 17 and of the Public Works offices adjacent to S 14<sup>th</sup> Street E. This scope of work includes design and construction administration services for drilling a test well and full production well. Final design services of the well facility will be added as an amendment to this task order at a future date.

Consultant’s services are limited to those services outlined in the following scope of work.

**SCOPE OF WORK**

**TASK 1: PROJECT MANAGEMENT**

*Consultant Responsibilities:*

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.
- 1.2. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and meeting notes. The purpose of this meeting will be to review/establish Owner design criteria, review the overall project schedule including major milestones and meetings, review project constraints and objectives, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. The meeting will also identify the location for new Well 18 (up to 2-acre area). This area will serve as the basis for survey and well siting, see Tasks 2 and 3.
- 1.3. RFI. Prepare an initial request for information for data to be used in the design process.

*Owner Responsibilities:*

- Provide meeting space for project meetings as needed. Provide advertising as needed.

*Assumptions:*

- Project management budget assumes a project schedule of up to 15 months.
- Project is being funded by the Owner.
- Unless otherwise noted, meetings/workshops may include a combination of in-person or virtual attendees. This assumption applies to this task as well as subsequent tasks.

- Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner’s consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.

*Deliverables:*

- Monthly invoices and project update summaries.
- Kickoff meeting agendas and meeting notes.
- Request for information.

**TASK 2: TOPOGRAPHIC SURVEY AND BASE MAPPING**

- 2.1. Utility Locates. Contact list of public and private companies and agencies provided by Digline to obtain utility maps in the project area. Contact Digline for field locating of utilities.
- 2.2. Topographic Surveying. Provide topographic surveying for the area around the proposed well site. Topographic survey will include existing visible structures, marked utilities, and observed features, such as existing fencing, sidewalks, and roadways. Horizontal and vertical control points will be set for use during construction based on the existing City of Mountain Home Survey Control. Horizontal and vertical control points and survey monuments (pursuant to IC 55-1613 and 54-1234), will be shown on the final Construction Plans provided to the City.
- 2.3. Base map. Prepare base map using utility mapping and topographic survey information.

*Owner Responsibilities:*

- Obtain or provide GIS information, including orthophotography, existing utilities, and land parcel data, easements, and rights-of-way for the project extents. Mark City’s utilities. Provide any available record drawings and plats of existing waterlines or other utilities/facilities in the project area.
- Provide field support as requested, including potholing of utilities, if required.
- Secure access to non-public properties, if required.

*Assumptions:*

- Surveying to be completed within the existing right-of-way, easements, and Owner’s property; no boundary surveying to be completed.
- Land and easement acquisition and negotiation services are not included.
- Survey will include up to two acres of City-owned land for the purpose of siting the new well.

*Deliverables:*

- Topographic basemap.

**TASK 3: TEST WELL DESIGN**

- 3.1. Well Siting. Perform a setback evaluation of the area proposed for new Well 18. Identify potential locations for the test well and production well. Meet with Owner to finalize test well and production well locations.
- 3.2. Plan Sheets. Prepare general and site civil plan sheets for the test well hole design. Prepare 90% review set.

- 3.3. Specifications. Provide front-end documents for the test well that will include standard bidding forms, contract forms, construction forms, and general conditions based on the City's updates to the 2025 edition of ISPWC. Incorporate Owner requirements, supplemental conditions, and special provisions and project constraints. Prepare technical specifications that detail the materials, processes, and the products that are to be used in the construction of the well.
- 3.4. 90% Design and Review Workshop Meeting. Submit test well 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 3.5. Final Design. Upon Owner review, Consultant will incorporate appropriate revisions into the test well final set of stamped drawings and specifications that will be used for bidding.
- 3.6. Opinion of Probable Cost. Prepare an opinion of probable cost for the test well at 90% design.

*Owner Responsibilities:*

- Review and provide one set of consolidated written comments on the 90% design deliverable.
- Provide legal and risk reviews of the bid documents. This applies to this task and subsequent tasks.
- Coordinate location for discharge of well pump test water.

*Assumptions:*

- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits where required.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service. This assumption applies to this and subsequent tasks.
- Well drilling permits will be obtained by the Contractor.
- The EJCDC front end procurement and contracting documents will be used.
- The following design standards and references are to be followed where relevant during the development of the project (this applies to this task and subsequent tasks):
  - Idaho Standards for Public Works Construction (ISPWC)
  - City of Mountain Home Standards Specifications and Drawings

*Deliverables:*

- Test well 90% design drawings and specifications, including one PDF submittal.
- Test well 100% stamped design package, including one PDF submittal.
- Opinion of probable cost.

**TASK 4: TEST WELL BIDDING, DRILLING, AND CONSTRUCTION SERVICES**

- 4.1. Bid Documents. Prepare bidding documents for the test well for electronic distribution to Contractors.
- 4.2. Bidding. Assist the Owner by soliciting quotes from three reputable well drilling contractors. Consultant will review the submitted quotes and provide an evaluation and recommendation letter to the Owner.
- 4.3. Construction Contract Administration. Consult with Owner and act as Owner's representative.
- 4.4. Construction Meetings. Conduct up to two construction progress meetings for the test well drilling. Consultant will chair meetings and provide meeting agenda and notes.
- 4.5. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications for the test well. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or safety precautions. Also review soil sample test results and driller logs and provide input on well construction.

- 4.6. Construction Admin Support. Respond to requests for information, review and recommend to Owner of the Contractor pay requests, review change order and field order requests for the test well.
- 4.7. Construction Observation, Pump Test, and Water Quality Testing. Provide construction observation for the test well drilling construction. Consultant will review the pumping test protocol for the test well submittal including minimum pump performance, pump setting, final well development, data to be collected, and anticipated duration of step test and final production testing, based on data obtained during the drilling process including estimate of well yield by the driller. Participate in a pre-pump test meeting for the test well with the contractors and Owner. For the test well, provide coordination with the Contractor during the pump test, anticipated to include coordination instrument setup, test startup, water quality sample collection, test end, aquifer recovery, and final equipment removal.
- 4.8. Test Well Technical Memorandum. Prepare a brief technical memorandum summarizing the data and water quality collected from the test well and documenting design recommendations for the production well. Participate in a review meeting with the Owner to discuss production well recommendations.
- 4.9. Substantial Completion. Coordinate a Substantial Completion walkthrough between Owner Staff and the Contractor for the purpose of issuing a Notice of Substantial Completion to the Contractor for the test well. Consultant will not participate in the walkthrough. Consultant will develop a "punch-list" based on input from the Owner to use as the Contractor's final work to be completed.

*Owner Responsibilities:*

- Pay for any advertising costs and award the bid.
- Review and process Contractor pay requests, change orders and other construction related documents.
- Attend construction meetings.
- Pay for any associated permitting fees not assigned to the Contractor.
- Conduct final walkthrough with Contractor.
- Obtain water quality sampling containers, collect water quality samples, transport samples to laboratory, and pay for water quality sample testing.

*Assumptions:*

- Contractor will be responsible for flow metering, sand measuring, and level monitoring during the well pump test.
- Construction observation for the test well includes up to 3 days.
- Pump test monitoring includes a pre-pump test virtual meetings and 2.5 days of onsite oversight of pump tests for the test well.
- Construction staking will be performed by the Contractor.
- Contractor shall provide material and water quality testing sample collection. Consultant will deliver samples to testing laboratory for testing. Contractor shall also be responsible for pump test monitoring and any specialty inspection services as outlined in the contract documents.
- Budget assumes up to 3 submittals, 1 RFI, 1 Pay Application, and 1 Field Order.

*Deliverables:*

- One electronic copy in PDF format of the bidding documents will be delivered to the Owner.
- Bid evaluation letter.
- One electronic copy in PDF format of the Contract documents will be delivered to Owner.
- One electronic copy in PDF format of the Contract documents and will be delivered to Contractor.
- Submittal reviews.
- Substantial Completion checklist.

## **TASK 5: PRODUCTION WELL SITE APPROVAL AND PRELIMINARY ENGINEERING REPORT**

- 5.1. Well Site Approval. Review proposed well site against DEQ/IDWR Requirements for Drinking water wells. Assist in requesting DEQ well site approval.
- 5.2. Site Layout. Develop concept design showing site civil layout and well house orientation on selected site as part of identifying the preferred well hole location. Concept to include general grading concepts and reflect considerations for alternative well house dimensions, pump to waste piping location, pump to waste pond/channel, discharge piping, and stormwater disposal.
- 5.3. Opinion of Probable Cost. Provide an opinion of probable cost for the production well project.
- 5.4. Workshop Meeting. Meet with Owner to review concepts and alternatives as they may impact the preferred well hole location.
- 5.5. Prepare PER. Prepare draft PER following the Idaho DEQ requirements. In addition to the minimum regulatory requirements, PER to include concept drawings showing conceptual site layout and yard piping. Submit to Owner for review.
- 5.6. Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments into final PER.

### *Owner Responsibilities:*

- Provide input on well hole design criteria and well location.
- Contract separately with water rights consultant and secure necessary water rights.
- Obtain or provide information for land parcel for the well house site, easements, and rights-of-way.
- Review and provide one set of consolidated comments on the Draft PER.

### *Assumptions:*

- Owner will add the selected well location as an authorized POD to the Owner's water rights.
- Water right applications or transfers are not included in this scope of work. Hydrogeologic (i.e. groundwater modeling) or other professional support services to address water rights protests can be provided as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant. This assumption applies to this task and subsequent tasks.

### *Deliverables:*

- Agenda and meeting notes for Workshop Meeting.
- Draft and Final PER.

## **TASK 6: PRODUCTION WELL DESIGN**

- 6.1. Plan Sheets. Prepare general and site civil plan sheets for the well hole design. Prepare 90% review sets.
- 6.2. Specifications. Provide front-end documents that will include standard bidding forms, contract forms, construction forms, and general conditions based on the City's updates to the 2025 edition of ISPWC. Incorporate Owner requirements, supplemental conditions, and special provisions and project constraints. Prepare front end documents and technical specifications. Prepare technical specifications that detail the materials, processes, and the products that are to be used in the construction of the well.
- 6.3. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 6.4. Agency Submittal. Idaho DEQ design checklists will be completed and submitted along with the final plans and specifications to Idaho DEQ for review.

- 6.5. Final Approval. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.

*Owner Responsibilities:*

- Review and provide one set of consolidated written comments on the 90% and 100% design deliverables.
- Coordinate location for discharge of well pump test water.

*Assumptions:*

- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits where required. Shoring (if required) will be designed by the Contractor.
- Well drilling permit will be obtained by the Contractor.

*Deliverables:*

- 90% design drawings and specifications, including one PDF submittal.
- 100% stamped design package, including one PDF submittal.
- Opinion of probable cost.

## **TASK 7: PRODUCTION WELL DRILLING BIDDING AND CONSTRUCTION PHASE SERVICES**

This task includes the engineering services to support bidding and the Owner during the construction of the project by one prime Contractor. Consultant's level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor's schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 7.1. Bid Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Assist Owner with posting advertisement to on-line plan room.
- 7.2. Bid Documents. Prepare bidding documents for electronic distribution to Contractors.
- 7.3. Bidding. Assist the Owner with the bidding process including responding to potential questions from the bidders. No pre-bid meeting is anticipated, and Consultant will not attend the bid opening meeting. Consultant will review the submitted bids and provide a bid evaluation and recommendation letter to the Owner.
- 7.4. Construction Contract Administration. Consult with Owner and act as Owner's representative.
- 7.5. Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor. Addenda will be included as an attachment to the Contract Documents.
- 7.6. Construction Meetings. Conduct onsite construction progress meetings up to two times during the well drilling and well testing. Consultant will chair meetings and provide meeting agenda and notes.
- 7.7. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or safety precautions. Also review soil sample test results and driller logs and provide input on well construction.
- 7.8. Construction Admin Support. Respond to requests for information, review and recommend to Owner of the Contractor pay requests, review change order and field order requests.

- 7.9. Construction Observation, Pump Test, and Water Quality Testing. Provide Construction observation for the well drilling construction. Consultant will review the pumping test protocol submittal including minimum pump performance, pump setting, final well development, data to be collected, and anticipated duration of step test and final production testing, based on data obtained during the drilling process including estimate of well yield by the driller. Consultant will assist in the test setup, provide continuous onsite support during the final well development and step test and will collect data on pump yield and drawdown during this period. Consultant will not provide continuous onsite support for the long-term production test. Consultant will assist with the test wrap-up, measure well recover, assist with WQ sampling.
- 7.10. Well Completion Report. Consultant will prepare a well completion report describing the lithology encountered, final well design, anomalous conditions, results of the pumping test, and recommended pump design flow and total dynamic head. Meet with the Owner to review findings and discuss final production well pump recommendations.
- 7.11. Substantial Completion Walkthrough. Coordinate a Substantial Completion walkthrough between Owner Staff and the Contractor for the purpose of issuing a Notice of Substantial Completion to the Contractor for the test well. Consultant will not participate in the walkthrough. Consultant will develop a "punch-list" based on input from the Owner to use as the Contractor's final work to be completed.

*Owner Responsibilities:*

- Pay for any advertising costs and award the bid.
- Review and process Contractor pay requests, change orders and other construction related documents.
- Attend construction meetings.
- Pay for any associated permitting fees not assigned to the Contractor.
- Conduct final walkthrough with Contractor.
- Obtain water quality sampling containers, collect water quality samples, transport samples to laboratory, and pay for water quality sample testing.

*Assumptions:*

- One bid package and one bidding process to a single Contractor is assumed. If multiple bid packages or rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Consultant will not assist with flow metering, sand measuring, or level monitoring during the well pump test.
- Construction observation scope of work includes up to 3 days to monitor the screen setting and well seal.
- Pump test monitoring includes a pre-pump test virtual meeting and 2.5 days of onsite oversight of pump test.
- Construction staking will be performed by the Contractor.
- Work will be performed by one General Contractor.
- Material testing and water quality testing will be provided by the Contractor. Contractor shall also be responsible for pump test monitoring and any specialty inspection services as outlined in the contract documents.
- Budget assumes up to 3 submittals, 1 RFI, 1 Pay App, and 1 Field Order.

*Deliverables:*

- One electronic copy in PDF format of the bidding documents will be delivered to the Owner.
- Bid evaluation letter.
- One electronic copy in PDF format of the Contract documents and will be delivered to Owner.
- One electronic copy in PDF format of the Contract documents and will be delivered to Contractor.
- Submittal reviews.
- Substantial completion checklist.

## **TASK 8: MANAGEMENT RESERVE (ADDITIONAL SERVICES):**

From time to time the Owner may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made (“Additional Services”). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Owner staff (Public Works Director). Compensation for Additional Services may be based on Consultant’s time and material or a lump sum amount as agreed by Owner and Consultant.

## **SCHEDULE**

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

<b>Task</b>	<b>Schedule (days)</b>	<b>Comments</b>
Task 1 – Project Management	-	To be completed through the duration of the project.
Task 2 – Topographic Survey & Base Map	45	To be completed within 45 days of notice to proceed.
Task 3 – Test Well Design		
<i>City review time and schedule for bidding</i>	14	<i>Assumed review time and time to coordinate advertisement for bidding.</i>
Task 4 – Test Well Drilling, Bidding, and Construction Services	140	Assumes a two-week bid duration. Assumes 125 days for drilling and obtaining water quality sample results and tech memo.
<i>Decision time for production well</i>	14	<i>Assumed review and decision time for how to move forward with the production well.</i>
Task 5 – Production Well Site Approval & Preliminary Engineering Report	30	
Task 6 – Production Well Design	30	
<i>City review time and schedule for bidding</i>	14	<i>Assumed review time and time to coordinate advertisement for bidding.</i>
Task 7 – Production Well Drilling, Bidding, and Construction Services	165	Assumes a two-week bid duration. Assumes 150 days for drilling and obtaining water quality sample results and drafting the well completion report.
Task 8 – Management Reserve (Additional Services)	-	May be used for additional services not included in the scope throughout the project.
Total	452 (15 months)	

## **COMPENSATION**

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant’s standard billing

rates updated semi-annually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

<b>Task</b>	<b>Type</b>	<b>Amount</b>
Task 1 – Project Management	LS	\$11,196.00
Task 2 – Topographic Survey & Base Map	LS	\$7,519.00
Task 3 – Test Well Design	LS	\$14,431.00
Task 4 – Test Well Drilling, Bidding, and Construction Services	LS	\$30,012.00
Task 5 – Production Well Site Approval & Preliminary Engineering Report	LS	\$14,264.00
Task 6 – Production Well Design	LS	\$17,952.00
Task 7 – Production Well Drilling, Bidding, and Construction Services	LS	\$35,511.00
Task 8 – Management Reserve (Additional Services)	T&M	\$7,000.00
<b>TOTAL COST</b>		<b>\$137,885.00</b>

LS = Lump Sum    T&M = Time and Materials

**TASK ORDER 036  
AGREEMENT FOR  
WESTERN TRUNKLINE STUDY**

**Effective Date: May 15, 2026**

Consultant Project No.: 214010-036

This Task Order, entered between City of **Mountain Home** ("Owner"), and **Keller Associates, Inc.** ("Consultant"), is subject to the provisions of the Agreement for Professional Services ("Agreement"), dated March 25, 2014 and subsequently amended on July 01, 2024.

The Owner intends evaluate the western trunkline sewer collection project that was identified in the 2023 Wastewater Facilities Planning Study (WWFPS) as CIP project 3.1. Additional growth beyond the growth anticipated in WWFPS has been identified on the western side of town. This Task Order will evaluate the trunkline size and alignment to accommodate the additional anticipated growth. Now therefore, the Owner and Consultant agree to the following project scope, schedule, and compensation.

**SCOPE:** The Consultant will provide the scope of services outlined in Attachment A.

**SCHEDULE:** The Agreement shall commence on the above written date and be completed as outlined in Attachment A.

**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant with a total not-to-exceed budget of **\$16,478.00 (sixteen thousand four hundred seventy-eight dollars)** as described in Attachment A. The total authorized budget amount shall not be exceeded without authorization from the Owner.

*Additional Services.* Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Task Order.

In Witness Whereof, the parties hereto have executed this Task Order Agreement as of the day and year first above written.

**OWNER: CITY OF MOUNTAIN HOME**

**CONSULTANT: KELLER ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_ 

Name: Richard Sykes, Mayor

Name: James Bledsoe, Vice President

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

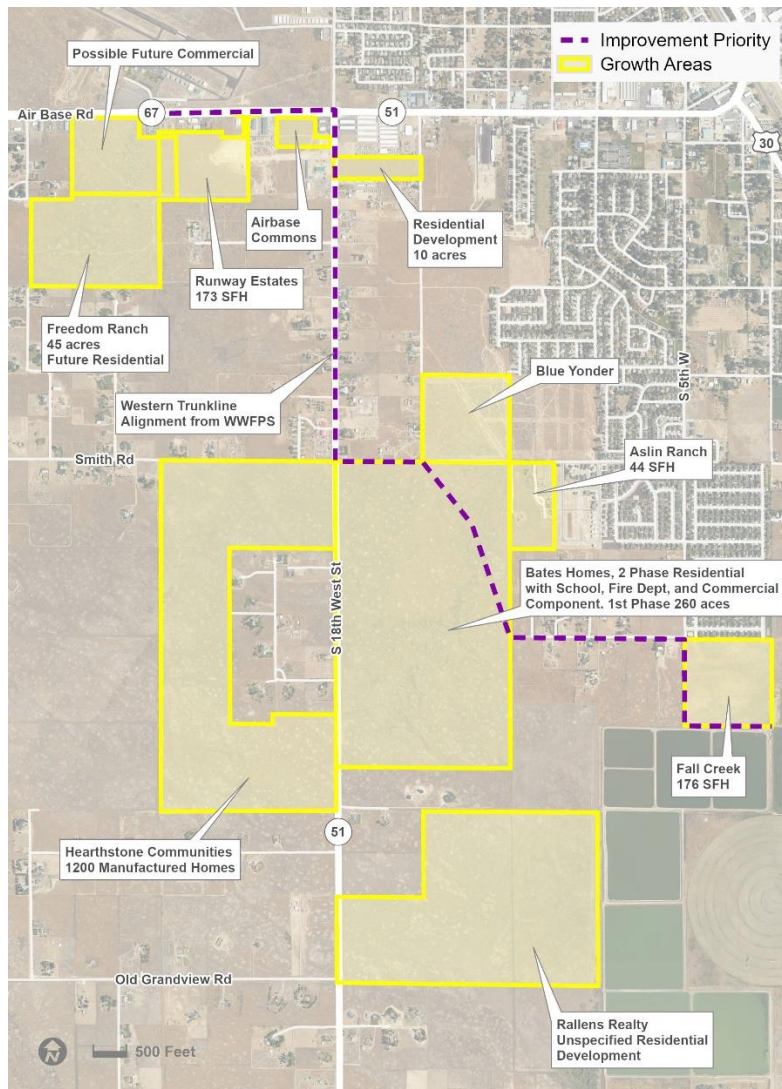
Date: 04/16/2026

**Attachment A**  
**CITY OF MOUNTAIN HOME**  
**WESTERN TRUNKLINE STUDY**  
**SCOPE OF WORK**

**PROJECT DESCRIPTION**

The City of Mountain Home (“Owner”) has contracted with Keller Associates, Inc. (“Consultant”) to provide an updated evaluation of the Western Trunkline sewer project documented in the 2023 Wastewater Facilities Planning Study (WWFPS). The Consultant’s scope of work has been developed based on the following project description.

The WWFPS identified a new 24-inch sewer trunkline project on the western edge of town that will be needed to accommodate future growth, this project is identified as “CIP 3.1 – Western Trunkline”. Since the completion of the WWFPS, additional potential growth beyond that expected in the WWFPS has been identified on the western side of town. Also, the Fall Creek Development immediately north of the Wastewater Treatment Plant’s headworks is in the process of developing additional phases where the Western Trunkline’s alignment was envisioned in the WWFPS. The Owner has requested Consultant to reevaluate the Western Trunkline project to explore alternative alignments and if the potential additional growth beyond that anticipated in the WWFPS warrants a larger trunkline. The additional potential growth identified by the owner is shown in the figure below.



Consultant’s services are limited to those services outlined in the following scope of work.

## **SCOPE OF WORK**

### **TASK 1: PROJECT MANAGEMENT**

#### *Consultant Responsibilities*

- 1.1. Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.
- 1.2. Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to review project details, Owner objectives, and available data. Review and establish the growth areas to be included in the study and preliminarily review up to two potential alternative alignments for the Western Trunkline to be evaluated. This meeting is anticipated to be a Microsoft Teams meeting.

#### *Assumptions*

- Project management budget assumes a planning schedule of up to 2 months.

#### *Deliverables*

- Project meeting agendas and minutes.

### **TASK 2: DATA ACQUISITION**

#### *Consultant Responsibilities*

- 2.1. Request for Information. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:
  - a. Additional growth areas and development sizes in terms of equivalent dwelling units (EDUs) or EDU development densities (EDUs/acre) for planning.
  - b. Ownership status for parcels that may be crossed with potential alignments for the western trunkline.
  - c. Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, manholes, and pipelines (along with material, age, and size attributes) to be provided in GIS format. GIS to include survey grade pipe invert data for modeled lines, incorporating recent survey information of collection system as applicable.

#### *Owner Responsibilities*

- Provide requested data within two weeks of request.

#### *Assumptions*

- No additional surveying is provided as part of this scope. Should additional surveying be recommended, this will be provided as an additional service or provided by the Owner.
- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This includes use of previous survey information along the original planning corridor and the use of available LiDAR data for other planning areas. This assumption applies to this task and subsequent tasks.

#### *Deliverables*

- Requests for Information.

### **TASK 3: PLANNING CRITERIA**

#### *Consultant Responsibilities*

- 3.1. Location. Provide brief description of project location, including preparation of a figure showing the previous and new service areas.
- 3.2. Planning Criteria. Document the planning criteria to be utilized in the study for minimum pipe slopes, maximum and minimum bury depths for gravity sewer lines, and maximum flow depth over pipe diameter ratios (d/D) for pipe capacity. Document flow planning criteria to be utilized from the WWFPS.
- 3.3. Growth Trends. Review growth projections in the WWFPS and the additional growth areas and anticipated land use identified by the Owner. Summarize the estimated growth to be serviced by the Western Trunkline assuming buildout of the service area.
- 3.4. Wastewater Flow Estimates. Using the planning criteria and identified growth areas, estimate average day, max day, and peak hour flowrates for the Western Trunkline.

#### *Owner Responsibilities*

- Provide input and approval of growth projections, planning criteria, and estimated flows.

#### *Assumptions*

- Planning criteria will not be changed once established.

### **TASK 4: WESTERN TRUNKLINE EVALUATION**

#### *Consultant Responsibilities*

- 4.1. Western Trunkline Evaluation.
  - a. Update Wastewater Collection System Model. Update Owner's existing wastewater collection system model with the additional growth areas and flows identified in previous tasks.
  - b. Evaluate the WWFPS Western Trunkline Alignment. Using the wastewater collection system model, check the alignment of the Western Trunkline to identify additional growth areas identified in previous tasks that can be serviced by the WWFPS envisioned alignment. Check the recommended diameter of the trunkline; recommend diameter increase if needed to service the additional growth areas if needed.
  - c. Evaluate Alternative Western Trunkline Alignments. Evaluate up to two additional alignments for the Western Trunkline. Provide recommended diameters for the trunkline alignments. Document land requirements associated with the new alignments.
- 4.2. Western Trunkline Evaluation Workshop. Meet with Owner to discuss findings of subtasks 4.1.

#### *Assumptions*

- Existing sewer collection system model is calibrated, and no additional calibration is required.
- No meetings with developers or developer's engineers.

#### *Deliverables*

- Meeting agenda and minutes of the workshop meeting.

### **TASK 5: TECHNICAL MEMORANDUM**

#### **Consultant Responsibilities**

- 5.1 Draft Technical Memorandum. Prepare a brief draft technical memorandum to document the findings, decisions, and recommendations of the evaluation and submit to Owner for review.
- 5.2 Final Technical Memorandum. Address Owner comments and finalize the technical memorandum.

*Owner Responsibilities*

- Review and provide comments to the draft technical memorandum section of the plan.

*Deliverables*

- Draft and final technical memorandum.

**SCHEDULE**

Consultant intends to provide a draft technical memorandum for Owner review within 2 months of receiving the requested information from the Owner. The schedule assumes that requested information is provided by the Owner within the timeframes indicated in the scope of work, and that Owner reviews are generally completed within one week.

**COMPENSATION**

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner.

<b>Task</b>	<b>Type</b>	<b>Amount</b>
Task 1 – Project Management	LS	\$2,095.00
Task 2 – Data Acquisition	LS	\$360.00
Task 3 – Planning Criteria	LS	\$3,955.00
Task 4 – Western Trunkline Evaluation	LS	\$7,648.00
Task 5 – Technical Memorandum	LS	\$2,420.00
	<b>TOTAL COST</b>	<b>\$16,478.00</b>

LS = Lump Sum

**BEFORE THE CITY COUNCIL  
FOR THE CITY OF MOUNTAIN HOME**

<b>IN RE:</b>	)	
	)	
<b>CUP: PZ-26-3</b>	)	
<b>Applicant:</b>	)	<b>FINDINGS OF FACT</b>
<b>Kasey Thomason</b>	)	<b>CONCLUSIONS OF LAW</b>
<b>Drive-up Window</b>	)	
<b>Briesta</b>	)	
	)	
<b>Applicant.</b>	)	

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This matter came for deliberation and decision before the City Council of the City of Mountain Home on the 28<sup>th</sup> day of April, 2026 following a public hearing before the Planning and Zoning Commission held pursuant to notice as required by law with a recommendation for approval rendered on the 17<sup>th</sup> day of March 2026 for a conditional use permit by Kasey Thomason, for a drive-up window located at 945 Airbase Road, Mountain Home, Elmore County, Idaho. The site is in a C-4 Heavy Commercial Zone. The applicant meets all landscape, parking, and setback requirements. The establishment will be Drive-thru and will not have a communications speaker post. Orders are placed at the window.

Having heard from the Applicant in support of the application, the City Council having adopted the Staff Report and the Commission’s findings recommendation noting that and two members of the public appeared at P&Z to speak regarding the proximity of this use to another similar use within three hundred (300) yards of this location, property boundary issues, the type of construction, and if there were bathrooms and being fully advised in the matter, issues the following Findings of Fact, Conclusions of Law as follows:

## **FINDINGS OF FACT**

1. The applicant has applied for a conditional use permit for a drive-up window on property owned by David Borgholthaus, (RPA3S06E350622), addressed as 945 Airbase Road, legally described in Exhibit A, Mountain Home, Elmore County, Idaho.

2. The Owner of the real property for which a conditional use permit is sought has granted permission to the applicant in writing, to submit this application for a Conditional Use Permit.

- a. Authorization was given to Kasey Thomason, of Briesta Coffee Company, by David Borgholthaus to submit the application for the conditional use permit.

3. The proposed conditional use is for a drive-up window. The applicant has provided a site plan (Site Plan Exhibit B). There are no deviations from the code. There are no additional requirements regarding off street parking or landscaping.

- a. Notification was sent to sixteen (16) property owners within 300 ft. on 2/20/2026.
- b. A notification was sent to twenty-nine (29) Public Entities on 2/20/2026.
- c. Notice of Public Hearing was in the Mountain Home News on 2/25/2026 and 3/4/2026.
- d. Notice of the Public Hearing was posted on the property on 2/026/2026.

4. The property is zoned C-4, Heavy Commercial Zone pursuant to the zoning ordinance of the City of Mountain Home. The property is designated as Urban Development in the duly adopted Comprehensive Plan.

a. 9-7-4 Land Use Chart – Drive-up Window is a Conditional use in a C-4 Heavy Commercial Zone.

5. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Section:

a. 9-6-10: Public Hearing Procedure and Idaho Code 67-6509

b. 9-7-4: Land Use Chart: Drive-up Window

c. 9-9-14: Drive-in Establishments

d. 9-17-1 Conditional Uses and Idaho Code § 67-6512(d).

6. Two (2) people came forward to speak regarding the application inquiring about the proximity of this use to another similar use within three hundred (300) yards of this location, property boundary issues, the type of construction, and whether bathrooms were provided.

a. There is no city code that limits the proximity of a drive-up establishment to another drive-up establishment.

b. The structure will not interfere with the adjacent property boundary, as the structure will be situated on one parcel and be ten feet (10') from the property boundary line.

c. The new structure will be a permanent structure built on site.

d. Bathrooms are provided for staff use.

7. The existing land uses in the immediate area of the property in question are Commercial.

- a. To the East is The Rock Event Center. To the West is Family Dental Care, Movement Mortgage, and Farm Bureau Insurance. To the South is The Richard McKenna Charter High School. To the North is Domino's Pizza, a commercial lot that is currently unoccupied and B Transfer Moving and Storage.

8. The proposed conditional use will, in fact, constitute an allowed conditional use in that zone, as designated in the Land Use Chart in Chapter 7, of Title 9, Section 4, of the Mountain Home City Code.

9. The proposed conditional use will be in accordance with goals and objectives of the Comprehensive Plan and with all the applicable provisions of the Zoning Ordinances.

- a. Business retention and expansion.
- b. Environmentally comparable with nearby surroundings.
- c. Ninety-two percent (92%) of residents want more commercial development.
- d. In-fill development with readily available infrastructure.
- e. Connectivity to existing transportation networks.

10. The proposed conditional use will be designed, constructed, operated, and maintained to be harmonious with the existing or the intended character of the general vicinity and that such use and/or expansion will not change the essential character of the same area.

- a. No additional site improvements are required.
- b. The applicant has been in contact with Idaho Transportation they have no comments or concerns about the proposal.

- c. This is an existing use on parcel RPA3S06E350615 and is relocating and slightly enlarging the structure to sit entirely on the adjacent parcel, parcel RPA3S06E350622.
  - d. The new location will meet all bulk and coverage controls of the C-4 Heavy Commercial Zone.
11. The proposed conditional use will not be hazardous or disturbing to existing or future neighboring uses.
- a. Applicant will record a cross-access agreement with the adjacent property owner, for parcels RPA3S06E350615 and RPA3S06E350622
  - b. There is no outside speaker for ordering and therefore sound will be kept to a minimum.
12. The proposed conditional use will be served adequately by existing essential public facilities and services such as highways, streets, schools, police and fire protection, drainage structures, refuse disposal, water, and sewer or that the person or entity responsible for the establishment of the proposed conditional use shall be able to provide adequately any such services.
- a. Access to site is from Airbase Road, and South Haskett Street.
    - i. A cross-access agreement will be provided by the applicant.
  - b. Water and sewer service are connected to the existing building.
  - c. Site is located within the City Limits allowing for access to fire and police protection.
  - d. Stormwater shall be retained on site.

13. The proposed conditional use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.

- a. Existing water and sewer services exist for this business.

14. The proposed conditional use will not involve uses, activities, processes, materials, equipment, or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of the environment, or excessive production of traffic, noise, smoke, fumes, glare, or odors.

- a. The use is for a Drive-up Window. This is an existing use, and it will not generate additional traffic.
- b. No speaker order system will be used keeping noise to a minimum.

15. The proposed conditional use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

- a. The site will have two accesses from Airbase Road, and one from South Haskett Street.
- b. Applicant will provide a cross-access agreement.

16. The proposed conditional use will not result in destruction, loss, or damage of a natural or scientific feature of major importance.

17. Additional considerations of this use relate to Title 9, Chapter 9, Section 14:

Drive in Establishment.

- a. That the location of the establishment shall not cause an increase of commercial traffic in nearby residential neighborhoods, increase general traffic congestion where congestion problems have been identified, or cause

other significant adverse impacts on surrounding public or private property. The advice of the city engineer, and appropriate transportation authority shall be solicited for the purpose of evaluating existing and projected levels of service and the effects of projected turning movements on highway safety; and

- a. The applicant has been in contact with ITD and received correspondence stating that, “since this is an existing business with a similar footprint, ITD does not have any comments or concerns with the proposal.”
  - b. The applicant will provide a cross-access agreement.
- b. That the internal circulation on the site provides for pedestrians to walk from parking lots to the lobby entrance(s) without traversing the waiting lane(s) for the drive-up window; and
- a. This is a drive-thru establishment only. No customers will order from inside the building.
- c. That the waiting lane(s) be of sufficient length to provide for anticipated average monthly peak volumes; and
- a. Each waiting lane can hold approximately five (5) vehicles.
- d. That design, signage or operational characteristics of the establishment prevent or discourage vehicles from waiting for service on public sidewalks or streets; and
- a. Bi-directional lanes should prevent or discourage vehicles from waiting for service on a public sidewalk or street. The cross-access agreement will ensure that this use will not be hazardous or disturbing

to existing or future neighboring uses, and that the use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

- e. That all communication systems shall not exceed a measurement of allowed decibels at any residential property lines adjoining the site or across the alley from any site as stated in title 7 of this code; and
  - a. No sound system will be utilized. Orders will be taken from the window.
- f. That all lights, including vehicular, and other illuminated materials shall be screened to prevent lighting and glare from falling on adjoining properties; and
  - a. There is landscaping on the west side of the property boundary that is screened with landscape shrubbery to prevent lighting and glare from falling on adjoining property to the west.
  - b. A cross-access agreement with the property owner to east will be recorded.
- g. That the design, operation, and sign characteristics of the project will attempt to minimize air pollution and wasteful consumption of fuel; and
- h. That the use meets all city and Elmore County Central district health requirements for water, sewer, etc. (Ord. 1628, 1-12-2015)
  - a. This building has existing Sewer and Water Service. No additional EDUs are required.

The City Council for the City of Mountain Home has applied the applicable state statutes and City ordinances to the facts stated above and based on that makes the following conclusions:

### **CONCLUSIONS OF LAW**

1. The action taken herein does not violate Title 67, Chapter 80 Regulatory Takings of the Idaho Code.
  2. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Sections 9-6-10: Public Hearing Procedure, 9-7-4: Land Use Chart, 9-9-14: Drive-in Establishments, and 9-17-1: Conditional Use Permits.
  3. The City Council voted 4-0 affirming the Planning and Zoning Commission's 5-0 vote recommending approval of the proposed Conditional Use Permit
- Based on the forgoing findings and conclusions, the City Council for the City of Mountain Home hereby enters its decision as follows:

### **DECISION AND RECOMMENDATION**

The City Council for the City of Mountain Home having reviewed the staff report, applicant narrative, site plan, PZ Findings, and having considered the presentation of the applicant and additional testimony, hereby APPROVES application (PZ-26-3) for a conditional use permit to operate a Drive-up window located on a parcel addressed as 945 Airbase Road, Mountain Home, Id. (RPA3S06E350622), subject to the above requirements along with the following conditions:

1. Subject to site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.
2. The use must meet Central District Health requirements.

3. A Cross Access Agreement be provided before operation of the new structure or a timeline as determined by the Commission.
4. Within one year from the date of issuance of the Conditional Use Permit, the holder of the permit must commence the use permitted by the permit in accordance with the conditions of approval, per City Code 9-17-1(H), unless a one-year extension has been requested in writing and granted by the City Council.

DATED this \_\_\_<sup>th</sup> day of May 2026.

CITY OF MOUNTAIN HOME

By \_\_\_\_\_  
Rich Sykes, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Belt, City Clerk

#### **NOTICE OF RIGHT TO APPEAL**

An applicant denied an application or aggrieved by a final decision or any affected person aggrieved by a final decision concerning matters identified in section [67-6521](#)(1)(a), Idaho Code, may within twenty-eight (28) days after all remedies have been exhausted under local ordinance seek judicial review under the procedures provided by [chapter 52, title 67](#), Idaho Code.

#### **NOTICE OF RIGHT TO REQUEST REGULATORY TAKINGS ANALYSIS**

Please take notice of the applicant's right to request a regulatory taking analysis pursuant to section [67-8003](#), Idaho Code, the Idaho Regulatory Takings Act.

#### **CERTIFICATE OF MAILING**

I hereby certify on this \_\_\_ day of \_\_\_\_\_, 2026 a true and correct copy of the foregoing document with attachments was mailed by U.S. Mail to the following:

Emailed to: Brenda Ellis – Development Services Department  
Hank Patrick – Building Official

By: \_\_\_\_\_  
Tiffany Belt, City Clerk

### Exhibit A – Legal Description

A tract of land lying in the NW1/4NE1/4 of Section 35, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:  
Commencing at the Northeast corner of the NE1/4 of Section 35; thence South 0°12'14" West 40.00 feet along the Easterly boundary of Section 35 which is also the centerline of Fifth West Street, to a point; thence North 89°23'09" West 1594.66 feet along a line 40.00 feet Southerly of and parallel to the centerline of State Highway No. 51, Federal Aid Project No. S-3804 (2), to a point being the TRUE POINT OF BEGINNING; thence South 0°35'21" West 290.00 feet; thence North 89°47'46" West 176.55 feet; thence North 0°35'21" East 290.00 feet to a point 40.00 feet Southerly of and parallel to the centerline of State Highway No. 51; thence South 89°23'09" East 176.55 feet to the TRUE POINT OF BEGINNING.

Exhibit B – Site Plan

**BEFORE THE CITY COUNCIL  
FOR THE CITY OF MOUNTAIN HOME**

<b>IN RE:</b>	)	
	)	
<b>CUP: PZ-26-1</b>	)	
<b>Applicant:</b>	)	<b>FINDINGS OF FACT</b>
<b>Brandon Weholt</b>	)	<b>CONCLUSIONS OF LAW</b>
<b>%MHSD</b>	)	
	)	
	)	
<b>Applicant.</b>	)	

This matter came for deliberation and decision before the City Council of the City of Mountain Home on the 28<sup>th</sup> day of April, 2026 following a public hearing before the Planning and Zoning Commission held pursuant to notice as required by law with a recommendation for approval rendered on the 17<sup>th</sup> day of March 2026 for a conditional use permit by Brandon Weholt, on behalf of the Mountain Home School District #193 to expand the existing Mountain Home High School Administrative office space by approximately 1,852 square feet, the property located at 300 S. 11<sup>th</sup> East Street, Mountain Home, Elmore County, Idaho. The site is in a R-4 Residential Zone. The applicant is requesting a deviation from the Bulk and Coverage controls, Street Side Yard Setback along East 4<sup>th</sup> South Street of the expansion, reducing the setback from fifteen (15) feet to no less than nine (9) feet.

Having heard from the Applicant in support of the application, the City Council having adopted the Staff Report and the Commission’s findings recommendation noting that and one member of the public appeared at P&Z to speak regarding how many people this use would help, if the roof would be flat, and if this expansion would interfere with any future expansion, and being fully advised in the matter, issues the following Findings of Fact, Conclusions of Law as follows:

## FINDINGS OF FACT

The applicant has applied for a conditional use permit to expand the High School Administrative Offices owned by the Mountain Home School District, (RPA013700C001B), addressed as 300 S. 11<sup>th</sup> East Street, legally described in Exhibit A, Mountain Home, Elmore County, Idaho.

1. The Owner of the real property for which a conditional use permit is sought has requested so in writing.
  - a. Authorization was given to Brandon Weholt, of Design West, by the Mountain Home School District to submit the application for the conditional use permit.
  
2. The proposed conditional use is for an expansion of the school building. Within this application the applicant also requests a deviation from the Bulk and Coverage controls, Street Side Yard Setback along East 4<sup>th</sup> South Street, side of the expansion. Exhibit B.
  - a. R-4 Zones require a fifteen (15) foot street side yard setback. The applicant is requesting a street side yard setback of no less than nine (9) feet.
  
3. Notice of public hearing has been given as required by law.
  - a. A notification was sent to one hundred and sixty-five (165) property owners within 300 ft. on 2/26/2026.
  - b. A notification was sent to twenty-nine (29) Public Entities on 2/26/2026.

- c. Notice of Public Hearing was in the Mountain Home News on 2/25/2026 and 3/4/2026.
    - d. Notice of the Public Hearing was posted on the property on 2/26/2026.
- 4. One person came forward to speak regarding how many people this use would help, if the roof would be flat, and if this expansion would interfere with any future expansion,
  - a. The same number of staff will utilize the expansion area.
  - b. The roof will be a flat roof.
  - c. Future expansion can happen, however after this expansion there would be no room to add on to this area of the school along Tiger Alley.
- 6. The property is zoned R-4 Residential pursuant to the zoning ordinance of the City of Mountain Home. The property is designated as residential in the duly adopted Comprehensive Plan.
  - a. 9-7-4 Land Use Chart – School/preschool/public, private, parochial and accessory are a Conditionally Permitted use in an R-4 Residential Zone.
- 7. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Section:
  - a. 9-6-10: Public Hearing Procedure and Idaho Code 67-6509
  - b. 9-7-4: Land Use Chart: Drive-up Window
  - c. 9-17-1 Conditional Uses and Idaho Code § 67-6512(d).
- 8. The existing land uses in the immediate area of the property in question are residential.

9. The proposed conditional use will, in fact, constitute an allowed conditional use in an R-4 Residential Zone, as determined by the Land Use Chart in Chapter 7, of Title 9, Section 4, of the Mountain Home City Code.

10. The proposed conditional use will be in accordance with goals and objectives of the Comprehensive Plan.

- a. Orderly and compatible development.
- b. Tie development approvals to availability of infrastructure.
- c. Encourage in-fill redevelopment with matured areas with readily available infrastructure by allowing reasonable flexibility with setbacks and other appropriate ordinances.
- d. Work with the school districts on the impacts of growth to the school system
- e. Promote high quality school facilities and excellence in educational programs.

11. The proposed conditional use will be designed, constructed, operated, and maintained to be harmonious with the existing or the intended character of the general vicinity and that such use and/or expansion will not change the essential character of the same area.

- a. Use is an existing use.
- b. The expansion is to the administrative office space at the school.

12. The proposed conditional use will not be hazardous or disturbing to existing or future neighboring uses.

- a. This is an existing use at this location.
- b. The expansion is to the administrative office space at the school.

13. The proposed conditional use will be served adequately by existing essential public facilities and services such as highways, streets, schools, police and fire protection, drainage structures, refuse disposal, water, and sewer or that the person or entity responsible for the establishment of the proposed conditional use shall be able to provide adequately any such services.

- a. The site will have access and parking on South 11<sup>th</sup> East Street, East 2<sup>nd</sup> South Street, South 13<sup>th</sup> East Street, and East 4<sup>th</sup> South Street.
- b. Water and sewer service is already connected to the exiting building. No additional EDUs shall be assessed to Utility Billing for the expansion.
- c. Site is located within the City Limits allowing for access to fire and police protection.
- d. Stormwater shall be retained on site.
- e. Use has existing disposal services.

14. The proposed conditional use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.

15. The proposed conditional use will not involve uses, activities, processes, materials, equipment, or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of the environment, or excessive production of traffic, noise, smoke, fumes, glare, or odors.

- a. The use is an existing use at this location. No operational changes.

16. The proposed conditional use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.

a. The site will have access and parking on South 11<sup>th</sup> East Street, East 2<sup>nd</sup> South Street, South 13<sup>th</sup> East Street, and East 4<sup>th</sup> South Street.

b. Parking requirements are met – on street parking

17. The proposed conditional use will not result in destruction, loss, or damage of a natural or scientific feature of major importance.

The City Council for the City of Mountain Home has applied the applicable state statutes and City ordinances to the facts stated above and based on that makes the following conclusions:

### **CONCLUSIONS OF LAW**

1. The action taken herein does not violate Title 67, Chapter 80 Regulatory Takings of the Idaho Code.

2. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Sections 9-6-10: Public Hearing Procedure, 9-7-4: Land Use Chart, and 9-17-1: Conditional Use Permits.

3. The City Council voted 4-0 affirming the Planning and Zoning Commission's 5-0 vote recommending approval of the proposed Conditional Use Permit. Based on the forgoing findings and conclusions, the City Council for the City of Mountain Home hereby enters its decision as follows:

### **DECISION AND RECOMMENDATION**

The City Council for the City of Mountain Home having reviewed the staff report, applicant narrative, site plan, PZ Findings, and having considered the presentation of the applicant and additional testimony, hereby APPROVES application (PZ-26-1) for a conditional use permit to expand the Mountain Home High School administrative offices located on a parcel addressed as 300 S. 11<sup>th</sup> East Street, Mountain Home, ID

(RPA013700C001B), and the requested deviations for setbacks subject to the above requirements along with the following conditions:

1. Subject to site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.
2. Within one year from the date of issuance of the Conditional Use Permit, the holder of the permit must commence the use permitted by the permit in accordance with the conditions of approval, per City Code 9-17-1(H), unless a one-year extension has been requested in writing and granted by the City Council.
3. Development at this location must comply with State, Federal, and local floodplain standards.

DATED this \_\_\_<sup>th</sup> day of May 2026.

CITY OF MOUNTAIN HOME

By \_\_\_\_\_  
Rich Sykes, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Belt, City Clerk

## NOTICE OF RIGHT TO APPEAL

An applicant denied an application or aggrieved by a final decision or any affected person aggrieved by a final decision concerning matters identified in section [67-6521](#)(1)(a), Idaho Code, may within twenty-eight (28) days after all remedies have been exhausted under local ordinance seek judicial review under the procedures provided by [chapter 52, title 67](#), Idaho Code.

## NOTICE OF RIGHT TO REQUEST REGULATORY TAKINGS ANALYSIS

Please take notice of the applicant's right to request a regulatory taking analysis pursuant to section [67-8003](#), Idaho Code, the Idaho Regulatory Takings Act.

## CERTIFICATE OF MAILING

I hereby certify on this \_\_\_ day of \_\_\_\_\_, 2026 a true and correct copy of the foregoing document with attachments was mailed by U.S. Mail to the following:

Emailed to: Brenda Ellis – Development Services Department  
Hank Patrick – Building Official

By: \_\_\_\_\_  
Tiffany Belt, City Clerk

Exhibit A – Legal Description

Lots 1-24 in Vacated Blocks C, D, 10, & 11 & Vacated Streets & Alley in College Addition, Mountain Home, according to the official plat thereof recorded in Elmore County, Idaho.

Exhibit B – Site Plan

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation    * Other (Specify) <input type="checkbox"/> Revision
*3. Date Received:	4. Applicant Identifier: KU76
5a. Federal Entity Identifier: 3-16-0025-027-2026	*5b. Federal Award Identifier:
<b>State Use Only:</b>	
6. Date Received by State:	7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name: City of Mountain Home	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 82-60000229	*c. UEI: X9K6ADUY4CZ7
<b>d. Address:</b>	
*Street 1: 160 South 3rd East	
Street 2:	
*City: Mountain Home	
County/Parish: Elmore	
*State: Province: ID	
*Country: United States of America	
*Zip / Postal Code 83647-3019	
<b>e. Organizational Unit:</b>	
Department Name: Mountain Home Municipal Airport	Division Name:
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: Mr.    *First Name: Chris	
Middle Name:	
*Last Name: Curtis	
Suffix:	
Title: Director of Public Works	
Organizational Affiliation: City of Mountain Home, Idaho	
*Telephone Number: (208) 587-2108	Fax Number: (208) 587-6433
*Email: ccurtis@mountain-home.us	

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

**\*12. Funding Opportunity Number:**

3-16-0025-027-2026

\*Title:

Airport Improvement Program

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Mountain Home Municipal Airport, City of Mountain Home, Elmore County, State of Idaho

**\*15. Descriptive Title of Applicant's Project:**

Pavement Rehabilitation (Runway, Taxiway, & Apron)

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: 2nd \*b. Program/Project: 2nd

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 04/01/2026 \*b. End Date: 06/30/2027

**18. Estimated Funding (\$):**

*a. Federal	\$ 359,143
*b. Applicant	\$ 9,451
*c. State	\$ 9,451
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 378,045

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: Rich  
Middle Name: \_\_\_\_\_  
\*Last Name: Sykes  
Suffix: \_\_\_\_\_

\*Title: Mayor, City of Mountain Home, Idaho

\*Telephone Number: (208) 587-2104 Fax Number: (208) 587-2110

\* Email: rsykes@mountain-home.us

\*Signature of Authorized Representative: \*Date Signed:



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

### **INSTRUCTIONS FOR FORM 5100-100**

#### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

#### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

##### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Mountain Home, Idaho has established Airport Zoning Ordinances that contain guidance for compatible land use planning in the vicinity of the airport and height restrictions of objects near the airport.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The City of Mountain Home, Idaho possesses ownership of the property surrounding the existing airport as indicated on Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.116
2. Functional or Other Breakout:	AIP

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			55,530
5. Other Architectural engineering fees			
6. Project inspection fees			76,070
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			241,445
12. Equipment			
13. Miscellaneous			
<b>14. Subtotal</b> (Lines 1 through 13)			<b>\$ 378,045</b>
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			378,045
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
<b>18. Subtotal</b> (Lines 16 through 17)			<b>\$ 378,045</b>
19. Federal Share requested of Line 18			359,143
20. Grantee share			9,451
21. Other shares			9,451
<b>22. TOTAL PROJECT</b> (Lines 19, 20 & 21)			<b>\$ 378,045</b>

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
<b>g. Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	9,451
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 9,451</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	9,451
b. Other	
c. <b>TOTAL - Other Shares</b>	<b>\$ 9,451</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 18,902</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<ul style="list-style-type: none"> <li>- There have been no changes to the previously approved Exhibit "A".</li> <li>- Title VI Assurances are attached.</li> <li>- A Construction Plan Set and Bidding and Contract Documents set will be completed as part of this grant.</li> </ul>

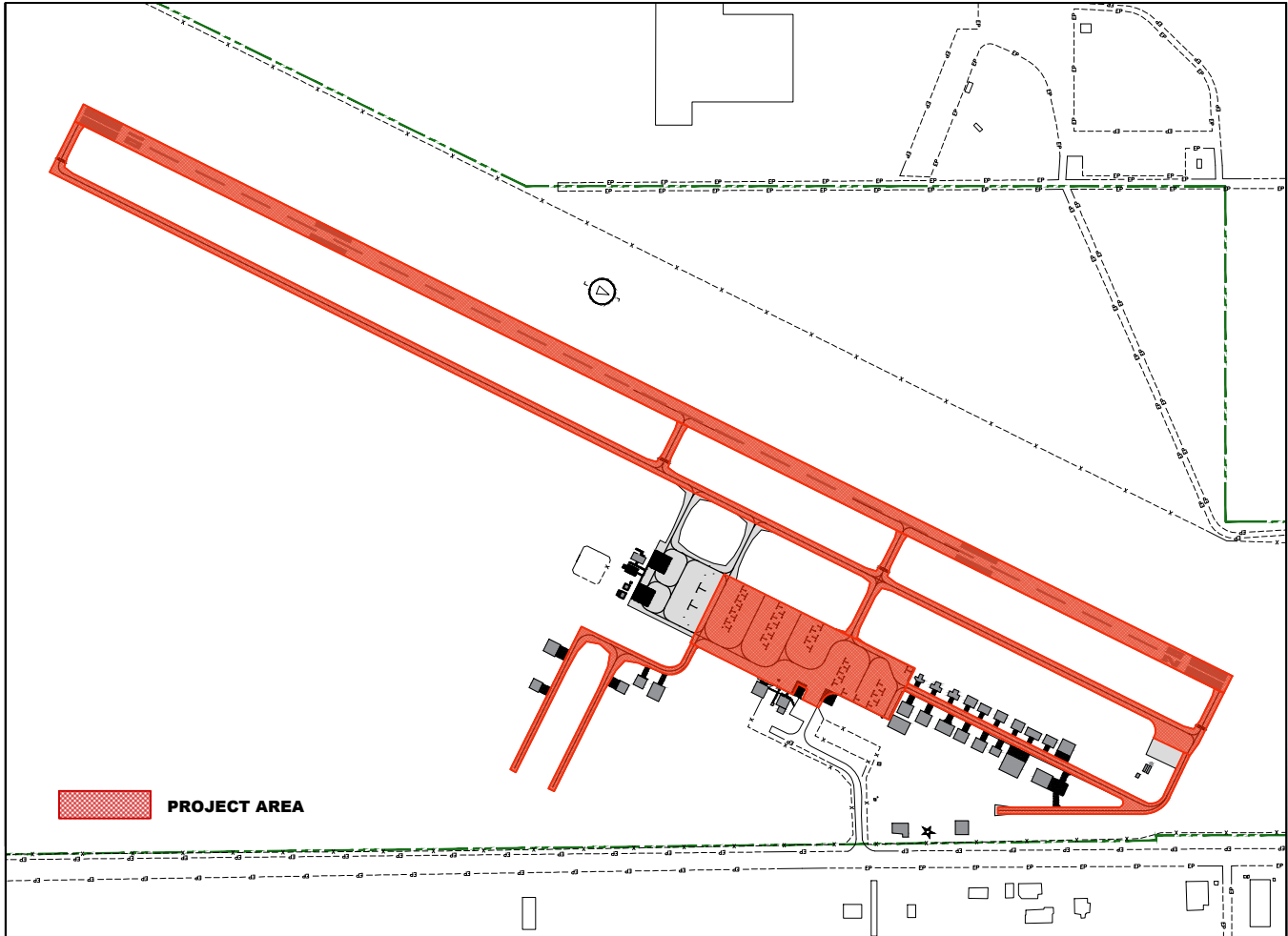
**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Pavement Rehabilitation (Runway, Taxiway, & Apron)
<b>AIRPORT:</b> Mountain Home Municipal Airport
<b>1. Objective:</b> Rehabilitate Runway, Taxiways, and Apron
<b>2. Benefits Anticipated:</b> The FAA recommends routine pavement maintenance, including crack fill and seal coat, every 5 years to reduce the rate of pavement deterioration and help the pavements reach their design life. The last pavement maintenance project was completed in 2020. These airfield pavements are beginning to show signs of surface oxidation while the older pavements show oxidation and impending failure of existing crack fill material.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) The project will include the development of Bidding and Construction Documents, Plans, Specifications, and a Construction Safety and Phasing Plan (CSPP). This Project will be bid and constructed as part of this grant.
<b>4. Geographic Location:</b> Mountain Home Municipal Airport, City of Mountain Home, Elmore County, State of Idaho
<b>5. If Applicable, Provide Additional Information:</b> N/A
<b>6. Sponsor's Representative:</b> (include address & telephone number) Mr. Chris Curtis, Director of Public Works P.O. Box 10, 1150 South Main St., Mountain Home, Idaho 83647 208-587-2108

# CIP/APPLICATION DATA SHEET

**AIRPORT:** MOUNTAIN HOME MUNICIPAL AIRPORT    **LOCAL PRIORITY:** 1 OF 1    **UPDATED:** APR 2026

**WORK ITEM (s):** PAVEMENT REHABILITATION (RUNWAY, TAXIWAY, AND APRON)



**JUSTIFICATION:**

THE FAA RECOMMENDS ROUTINE PAVEMENT MAINTENANCE, INCLUDING CRACK FILL AND SEAL COAT, EVERY FIVE YEARS TO REDUCE THE RATE OF PAVEMENT DETERIORATION AND HELP THE PAVEMENTS REACH THEIR DESIGN LIFE. THE LAST PAVEMENT MAINTENANCE PROJECT WAS COMPLETED IN 2020. THESE AIRFIELD PAVEMENTS ARE BEGINNING TO SHOW SIGNS OF SURFACE OXIDATION WHILE OLDER PAVEMENTS SHOW OXIDATION AND IMPENDING FAILURE OF EXISTING CRACK FILL MATERIAL.

**SPONSOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
MR. RICH SYKES, MAYOR

**COST ESTIMATE:**

<b>ADMINISTRATION</b> \$5,000.00	<b>ENGINEERING</b> \$55,530.00	<b>EQUIPMENT</b> N/A
<b>LAND</b> N/A	<b>INSPECTION</b> \$76,070.00	<b>CONTINGENCIES</b> N/A
<b>APPRAISALS</b> N/A	<b>CONSTRUCTION</b> \$241,445.00	<b>TOTAL COST</b> \$378,045.00

**ADO USE:**

**PREAPP NO:** \_\_\_\_\_    **GRANT NO:** \_\_\_\_\_    **NPIAS CODE:** \_\_\_\_\_    **WORK CODE:** \_\_\_\_\_    **FAA PRIOR:** \_\_\_\_\_    **FED \$** \_\_\_\_\_

## STANDARD DOT TITLE VI ASSURANCES

City of Mountain Home, Idaho, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**City of Mountain Home, Idaho**  
**(Sponsor)**

\_\_\_\_\_  
**(Signature of Authorized Official)**

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

### **ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
  
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Mountain Home Municipal Airport

**LOCATION:** Mountain Home, Idaho

**AIP PROJECT NO.:** 3-16-0025-027-2026

**STATEMENTS APPLICABLE TO THIS PROJECT** Pavement Rehabilitation (Runway, Taxiway, & Apron)

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Mountain Home Municipal Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Mountain Home Municipal Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** Mayor, City of Mountain Home, Idaho

**SPONSORING AGENCY:** City of Mountain Home, Idaho

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Sponsor's Authorized Representative

Title Mayor, City of Mountain Home, Idaho

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

#### **2. Responsibility and Authority of the Sponsor.**

##### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

#### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

## **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

- e. Required Contract Provisions.
  - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

### **40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

<b>NUMBER</b>	<b>TITLE</b>
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

<b>NUMBER</b>	<b>TITLE</b>
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

<b>NUMBER</b>	<b>TITLE</b>
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Helicopter Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY**

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

**Airport/Sponsor:** Mountain Home Municipal Airport / City of Mountain Home, Idaho

**AIP #:** 3-16-0025-027-2026

**Project Description(s):** Pavement Rehabilitation (Runway, Taxiway, & Apron)

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_  
Signature

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

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009**

CITY OF MOUNTAIN HOME  
MOUNTAIN HOME MUNICIPAL AIRPORT  
2026 Pavement Rehabilitation  
AIP 3-16-0025-027-2026

**CONTRACT FORM**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between, C.R. Contracting, LLC, hereinafter called the "CONTRACTOR," and the City of Mountain Home hereinafter called the "OWNER".

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, tools, materials, equipment and supplies required for the 2026 Pavement Rehabilitation in accordance with the Contract Documents, plans and specifications for AIP No. 3-16-0025-027-2026. The approximate quantities of work are shown in the Bid Proposal bound in this document.

**ARTICLE 2: TIME OF COMPLETION:** The work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed, and shall be completed within 12 Calendar Days. The CONTRACTOR agrees to pay, as liquidated damages, the following sums:

One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00)

for each consecutive Calendar day thereafter, the work remains uncompleted. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until he can demonstrate that all materials are available and weather conditions will allow completion of any work such as pavement repairs. The intent is to reduce the impact to airport operations and field engineering time. The CONTRACTOR shall present a project schedule prior to field installations, to ensure progressive completion.

**ARTICLE 3: THE CONTRACT SUM:** The OWNER shall pay the CONTRACTOR for the performance of the Contract, subject to additions and deductions provided therein, in current funds an amount equal to the estimated total bid, including tax, as provided in the Bid Schedule of Items and Prices, as follows:

Two Hundred Forty-Three Thousand Forty-Three Dollars (\$243,043.00)

**ARTICLE 4: PARTIAL PAYMENT:** The OWNER will make payment on account to the CONTRACTOR as provided therein, as follows:

Within 30 calendar days of the end of the previous month in which work was completed, ninety-five (95%) of the value, based on the contract price, of labor incorporated in the work as estimated by the ENGINEER, less the aggregate of previous payments, will be due the CONTRACTOR.

Partial Payments will not be made if there are any outstanding Certified Payrolls or No Work Performed Notices (NWP). Payrolls and NWP are required to be submitted to the Engineer within 10 days of Payroll.

The Contractor shall provide the completed Certification of Payment (included in these contract documents) to the Engineer verifying all subcontractors been paid within the required time. The Certification shall be submitted within 31 days. No partial payment will be made to the Contractor until this certification is received.

**ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT:** Upon due notice from the CONTRACTOR of presumptive completion of the entire project, the ENGINEER and OWNER will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The ENGINEER shall notify the CONTRACTOR in writing of substantial completion as of the date of the final inspection.

CITY OF MOUNTAIN HOME  
MOUNTAIN HOME MUNICIPAL AIRPORT  
2026 Pavement Rehabilitation  
AIP 3-16-0025-027-2026

**CONTRACT FORM (Continued)**

Prior to Project Acceptance and preparation of necessary State Notices, the CONTRACTOR shall submit evidence, satisfactory to the ENGINEER, that all Intents and Affidavits, payrolls, material bills, taxes and other indebtedness connected with the work have been submitted, filed and/or paid.

The entire balance found to be due the CONTRACTOR, including the retained percentage shall be paid to the CONTRACTOR within thirty (30) days after the date of acceptance by the OWNER.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the specifications, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the OWNER shall, upon a verification of the ENGINEER, and without terminating the contract, make full payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing partial acceptance, except that it shall not constitute a waiver of claims.

**ARTICLE 6: THE CONTRACT DOCUMENTS:** The Invitation for Bid, Information for Bidders, Bid Proposal, FAA General Provisions, Federal Contract Clauses, Specifications for Construction, Additional Special Provisions, Appendices, and Plans, together with this Agreement, form the Contract, and they are as fully a part thereof and hereof as if hereto attached or herein repeated.

All workers shall be paid the higher of the State or Federal Prevailing Wage Rate. The Federal Wage Determination(s) are included in this contract in Section 4. It is the responsibility of the CONTRACTOR and all subcontractors to verify and ascertain that all worker classifications required for this project are included in Federal and State Wage rates prior to bid. The Contractor further agrees that they will notify the Engineer immediately of any missing classifications. The Contractor is responsible for any additional wages as the result of any Wage Conformance undertaken.

**ARTICLE 7: FEDERAL CONTRACT CLAUSES:** The CONTRACTOR agrees by signing this contract, to certify and comply with all Federal regulations, clauses and certifications stipulated within these contract documents.

49 CFR Part 26 provides that each contract the OWNER enters into with a CONTRACTOR (and each subcontract the contractor signs with a subcontractor) shall include the following assurance:

“The CONTRACTOR and its subcontractors shall not discriminate on the basis of race color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate”

**ARTICLE 8: QUANTITIES AND ADDITIONAL WORK:** The OWNER reserves the right to increase or decrease any quantities shown in the Bid Schedule, and the CONTRACTOR agrees to perform additional work at the unit price bid for all increases, or deduct for any decreases in the unit price bid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**CONTRACTOR**

*Russell Davis* Russell Davis Digitally signed by Russell Davis  
Date: 2026.05.01 15:26:51 -0700  
\_\_\_\_\_  
Russell Davis / President  
\_\_\_\_\_  
C.R. Contracting, LLC  
\_\_\_\_\_

**OWNER**

\_\_\_\_\_  
Rich Sykes, Mayor  
\_\_\_\_\_  
City of Mountain Home



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May 12, 2026

RE: North 10<sup>th</sup> East Street Asphalt Recycle project

Mayor and City Council:

The Streets Department respectfully requests approval to execute an agreement with Angelo Benedetti, LLC for the removal, recycling, and resurfacing of North 10th East Street, extending from the intersection of American Legion Boulevard north to the intersection of East 15th North.

As outlined in the attached quote, the project includes the recycling of approximately 22,500 square yards of asphalt at a unit cost of \$25.00 per square yard, for a total project cost of \$562,500.00. This approach represents a significant cost savings, estimated at approximately one-quarter of the expense associated with a traditional roadway resurfacing project.

The Benedetti Asphalt Phoenix recycler utilized for this work is a proprietary system, and the contractor has provided a sole-source justification letter supporting this procurement method.

Funding for this project will be allocated from the Streets Department's Street Reconstruction budget (Line Item 02-431-23-00), which currently has a balance of \$725,058.00.

Please feel free to contact me if you have any questions or require additional information regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Curtis", is written over a light blue horizontal line.

Chris Curtis  
Director of Public Works  
City of Mountain Home, Idaho

- Attachment 1 – Angelo Benedetti LLC quote
- Attachment 2 – Sole-Source Letter
- Attachment 3 – Map of Proposed Work



# ANGELO BENEDETTI, INC.

94 First Avenue | Cleveland, OH 44146

tel 440.439.3420 | fax 440.439.3418

website [www.angelobenedetti.com](http://www.angelobenedetti.com)

## Proposal Prepared for: City of Mountain Home, Idaho

Project: North 10th East Rebuild

Limits: American Legion Blvd to E. 15th North

### Project Description

This project consists of rehabilitating the existing asphalt pavement using the Benedetti Hot In Place Asphalt Recycling (HIPR) method. The process restores surface integrity and ride quality while extending pavement life without full-depth removal.

### Scope of Work

1. Perform asphalt surface recycling using the Benedetti Hot In Place Asphalt Recycling (HIPR) method over designated project areas.
2. Heat, scarify, remix, and relay the existing asphalt surface.
3. Apply rejuvenation additives as required to restore asphalt binder properties and improve performance.

### Pricing

- Unit Price: \$25.00 per square yard
- Project Area Calculations: 22,500 SY
- Total Project: \$562,500.00
- Final quantities to be field measured upon completion

### Price includes:

- Mobilization
- HIPR processing
- Rejuvenation additives

### City Responsibilities

The City shall be responsible for:

- Providing traffic control in accordance with applicable standards
- Providing a suitable staging area
- Assisting with support equipment as needed

## Exclusions

The following items are specifically excluded from this proposal:

- Full-depth repairs or base reconstruction
- Repair of subgrade failures or unstable areas
- Utility adjustments (valves, manholes, etc.)
- Pavement striping and markings
- Traffic control

## Schedule

Work will be scheduled upon authorization and coordinated with the City.

Production rates and duration are dependent on site conditions and weather.

## Surface Expectations

The HIPR process restores pavement surface condition and ride quality; however, it does not correct underlying structural or subgrade deficiencies.

## Why Hot In Place Recycling

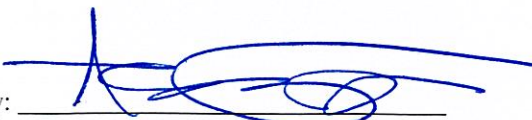
- Extends pavement life at a lower cost than traditional mill & overlay
- Minimizes material removal and trucking
- Faster project completion with reduced disruption to traffic
- Utilizes and restores existing materials in place

## Terms

- Authorization via Service Agreement
- Net 15 payment terms

We appreciate the opportunity to provide this quotation and look forward to working with you on this project. Please feel free to contact us with any questions or to coordinate next steps.

Respectfully submitted,  
Angelo Benedetti LLC

By: 

Albert Benedetti, President

4/20/2026



## ANGELO BENEDETTI, INC.

94 First Avenue | Cleveland, OH 44146

tel 440.439.3420 | fax 440.439.3418

website [www.angelobenedetti.com](http://www.angelobenedetti.com)

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May 4, 2026

City of Mountain Home  
Attn: Mr. Chris Curtis, Public Works Director  
1150 South Main  
Mountain Home, Idaho 83647

Re: Sole Source Provider – Benedetti Hot In Place Asphalt Recycling (HIPR) System

Dear Mr. Curtis,

Angelo Benedetti LLC (“ABL”) hereby certifies that it is the sole provider of the Benedetti Hot In Place Asphalt Recycling (HIPR) process and related services for the proposed rehabilitation of North 10th East Rebuild, within the City of Mountain Home.

The Benedetti HIPR system is a proprietary pavement preservation solution, incorporating patented technology, developed, engineered, and performed exclusively by ABL. This process utilizes specialized equipment and a uniquely integrated methodology to heat, rejuvenate, remix, and restore existing asphalt pavement in place, extending pavement life without full-depth removal.

ABL does not license, distribute, or authorize any third party to perform this process. As such, no other contractor or entity is capable of providing the Benedetti HIPR service or delivering the same integrated process, methodology, and performance outcomes.

The proposed work represents a specific application of the Benedetti HIPR process on the identified roadway. Substitution with alternative methods or conventional paving approaches would constitute a fundamentally different scope of work and would not provide the same preservation-based treatment or project objectives.

Based on the above, ABL is the sole source provider of the Benedetti HIPR process for the proposed work.

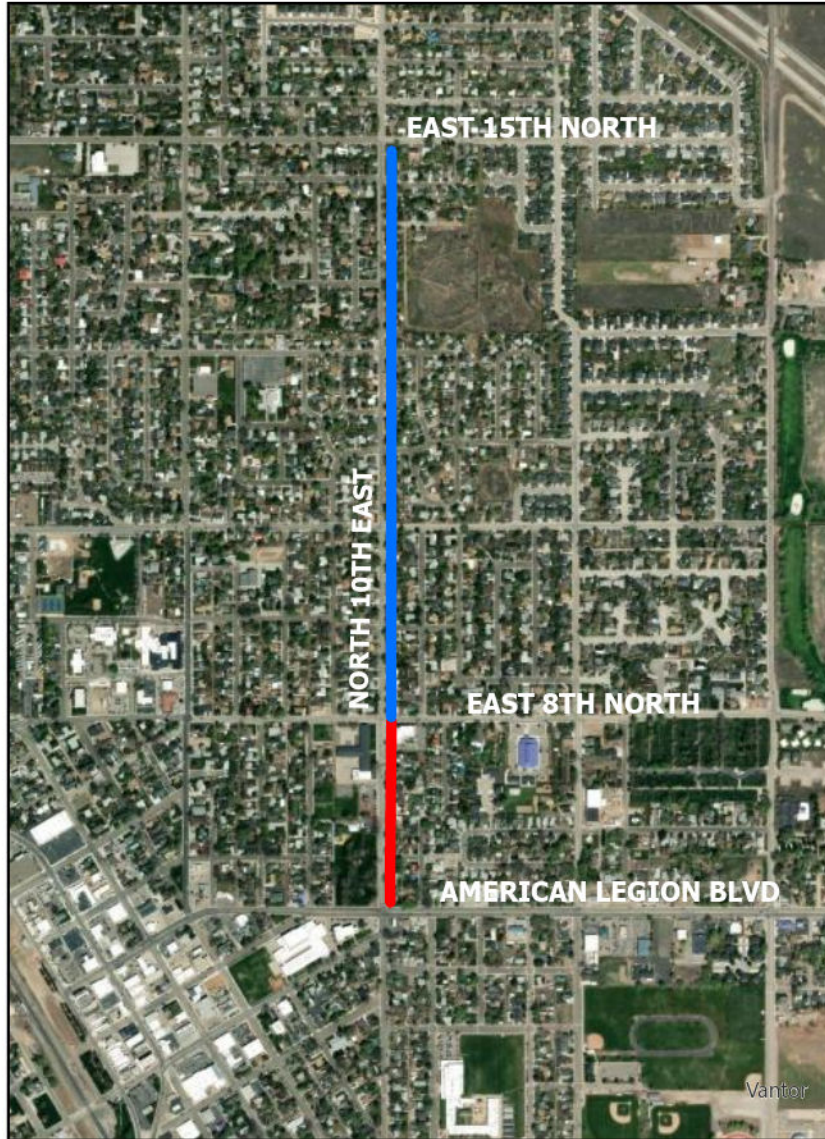
Please feel free to contact us should you require any additional information or supporting documentation.

Sincerely,

Albert Benedetti  
President  
Angelo Benedetti LLC



# NORTH 10TH EAST REBUILD: AMERICAN LEGION BLVD TO E. 15TH NORTH



Date Saved: 4/8/2026 10:20 AM Default Goodatabase: O:\GIS\Bases map\2025 STREET PROJECTS\N 6TH EAST AM LEG- NBE REBUILD\2024 N 6TH EAST REBUILD.gdb

1" = 1,200ft 8.5 x 11 SHEET

### PROJECT AREA CALCULATIONS

- 1250' X 50' = 15,556 Sq Yds
- 4000' x 35' = 6944.4 Sq Yds

### PROJECT SCOPE

- 1) RECYCLE ASPHALT AT AMOUNTS INDICATEED
- 2) CITY TO PROVIDE TRAFFIC CONTROL

### CONTACT INFORMATION

1150 SOUTH MAIN  
MOUNTAIN HOME, IDAHO 83647  
208-587-2108

CHRIS CURTIS- PUBLIC WORKS DIRECTOR  
GENE PALMER- STREETS SUPERINTENDENT  
DAVE SONNETAG- WATER SUPERINTENDENT  
STACY BILLINGS- WASTEWATER SUPERINTENDENT  
JOHN MATTHEWS- GIS ADMINISTRATOR

DISCLAIMER:  
THE INFORMATION SHOWN IN THIS MAP IS INTENDED TO BE USED FOR REFERENCE  
AND PLANNING PURPOSES ONLY AND NOT AS A DIRECT BASIS FOR ENGINEERING DESIGN.

**CONSULTANT AGREEMENT  
BETWEEN TISCHLERBISEGALENA, INC. AND  
THE CITY OF MOUNTAIN HOME**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Mountain Home hereinafter called the “City”, and TischlerBiseGalena, Inc., hereinafter called the “Consultant”.

**WHEREAS** the City is in need of certain impact fee services; and

**WHEREAS** the Consultant has expertise in the preparation of impact fees and related infrastructure finance studies.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED**, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Consultant shall provide those services to the City as more particularly identified in the attached Exhibit “A”.

2. In performing the services identified in the attached Exhibit “A”, the Consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit “A”.

3. Consultant shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.

4. The Consultant shall base the analysis on data and information available at the time of the study.

5. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of the appropriate tasks specified in Exhibit “A”.

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant’s receipt of such termination notice.

6. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:

City: Rich Sykes, 160 S. 3rd East Mountain Home Idaho, 83647.

Consultant: Colin McAweeney, TischlerBiseGalena, 999 W Main St Suite 100, Boise, ID 83702.

7. This Agreement is non-assignable by the Consultant and its subcontractors.

8. The City shall pay to Consultant the amounts indicated in Exhibit "B" for those appropriate tasks identified in Exhibit "A". Invoices will be issued by the Consultant to the City on a percentage completion basis. Payment will be made by the City within 30 days of receipt of invoice.

9. This Agreement shall be construed under the laws of Idaho.

10. This Agreement and Exhibits "A" and "B" represent the entire and integrated Agreement between the City and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.

12. The Consultant shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability in the amount of at least \$1,000,000.00 coverage with an insurer acceptable to the City. Consultant shall also maintain errors and omissions insurance in the amount of at least \$250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the City with proof of such insurance in a form acceptable to City upon request.

13. No oral orders, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

**IN WITNESS WHEREOF**, the parties have caused the Agreement to be signed by their duly authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF MOUNTAIN HOME**

**CONSULTANT**

\_\_\_\_\_  
Rich Sykes  
Mayor  
City of Mountain Home

\_\_\_\_\_  
Colin McAweeney  
Western Region Manager  
TischlerBiseGalena, Inc.

## EXHIBIT A

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based on the State's enabling legislation, as well as national case law.

### TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below. Furthermore, our previous 2021 and 2026 impact fee efforts with the City of Mountain Home will expedite the data gathering phase.

- Obtain and review current demographics and other land use information for the city
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis

#### **Meetings:**

- One on-site visit to meet with Planning, Police, Fire, Parks, Streets project staff.
- One on-site presentation to City Council introducing the study and impact fee education.

#### **Deliverables:**

- Data request memorandum (prepared in advance of meeting).

### TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine the likely development future for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the City, as well as other regional/State sources, may serve as the basis for preparing projections for residential and nonresidential development for consideration by staff and the Impact Fee Advisory Committee. Our previous experience in Elmore County will provide further insight into development in Mountain Home. Our Team will prepare a plan that includes projections of changes in land uses, densities, intensities, and population.

#### **Meetings:**

- Discussions with staff will be held as part of Task 1, as well as conference calls as needed.

#### **Deliverables:**

- TischlerBiseGalena will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report and Capital Improvement Plans.

### TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-7 may vary somewhat depending on the methodology applied to the impact fee components.

**Identify Facilities/Costs Eligible for Impact Fee Funding.** As an essential part of the nexus analysis, TischlerBiseGalena will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

**Identify Appropriate Level of Service (LOS) Standards.** We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.

**Meetings:**

- One meeting with Police, Fire, Parks, and Streets staff to discuss capital facility needs and levels of service.

**Deliverables:**

- Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

**TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES**

There are three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee will depend on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for apparatus. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed.

**Meetings:**

- One on-site meeting with the Advisory Committee and relevant City staff to discuss issues related to allocation methodologies and relevant policy issues.

**Deliverables:**

- “Storyboard” presentation on fee options.

**TASK 5: PREPARE CAPITAL IMPROVEMENT PLAN (CIP)**

This task will reflect an initial CIP. The CIP will incorporate anticipated new capital facilities due to growth. Also included, as appropriate, will be replacement/retrofit/rehabilitation needs due to existing development. The CIP will represent the best estimates of the consultant team and City staff on priority, timing, cost, and method of financing.

**Deliverables:**

- See Task 8.

**Meetings:**

- One meeting with Police, Fire, Parks, and Streets staff to review CIPs.

**TASK 6: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS**

There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

**Deliverables:**

- Memoranda as appropriate. See Task 8.

**TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS**

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that several iterations will be conducted to refine the cash flow analysis reflecting the capital improvement needs.

**Deliverables:**

- See Task 8.

## TASK 8: PREPARE IMPACT FEE REPORT & PUBLIC PRESENTATIONS

TischlerBiseGalena will prepare a draft report for the City's review. The report will summarize the need for impact fees in the city and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- Capital improvement plans for the infrastructure categories
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issue a final version.

The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail.

### **Meetings:**

- One meeting to present the draft Impact Fee Study to City Staff.
- One meeting to present the draft Impact Fee Study to the DIFAC.
- One on-site meeting to present the final Impact Fee Study to the City Council.

### **Deliverables:**

- Draft and Final Impact Fee Study.

## TASK 9: PUBLIC OUTREACH

**Impact Fee Advisory Committee.** Meetings with the Development Impact Fee Advisory Committee (DIFAC) will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. Based on our experience, we propose two meetings with this group. The first meeting would be an introduction to impact fees as well as the process going forward and the land use assumptions. Meeting 2 will focus on the presentation of the draft Impact Fee Report.

### **Meetings:**

- Two on-site meetings with the DIFAC.

### **Deliverables:**

- Presentation materials for meetings.

**EXHIBIT B**

The table below summarizes our estimated consultant costs for the tasks reflected in our proposed scope of work. This proposal is a fixed fee and includes all project expenses. We have estimated these expenses based on past project experience and do not expect the City to reimburse us for any costs we incur above these estimates. TischlerBiseGalena invoices on a monthly basis, based on the percentage complete for each task.

<b>CITY OF MOUNTAIN HOME DEVELOPMENT IMPACT FEE STUDY - Police, Fire, Parks, Streets</b>				
<b>Project Team Member:</b>	<b>McAweeney</b>	<b>Wiggins</b>	<b>Total</b>	
<b>Job Title:</b>	<b>Project Manager</b>	<b>Project Analyst</b>	<b>Hours</b>	<b>Cost</b>
<b>Hourly Rate</b>	<b>\$200</b>	<b>\$180</b>		
Task 1: Project Initiation/Data Acquisition	8	4	12	\$2,320
Task 2: Develop Land Use Assumptions and Development Projections	32	24	56	\$10,720
Task 3: Determine Capital Facility Needs and Service Levels	32	20	52	\$10,000
Task 4: Evaluate Different Allocation Methodologies	12	12	24	\$4,560
Task 5: Prepare Capital Improvement Plan (CIP)	24	20	44	\$8,400
Task 6: Determine Need for and Calculate Credits	8	4	12	\$2,320
Task 7: Conduct Funding Source and Cash Flow Analysis	10	4	14	\$2,720
Task 8: Prepare Draft/Final Impact Fee Report	36	24	60	\$11,520
Task 9: Meetings with Development Impact Fee Advisory Committee	18	10	28	\$5,400
<b>TOTAL:</b>	<b>180</b>	<b>122</b>	<b>302</b>	<b>\$57,960</b>

## PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and **City of Mountain Home**, with its primary business address at **160 South 3<sup>rd</sup> East, Mountain Home, ID 83647** (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

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### 1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

### 2. USAGE

**2.1 Use License.** Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

**2.2 Use of Proprietary Property.** No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

**2.3 Acceptable Use.** AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

**2.4 User and System Security.** AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

**2.5 Use of Information and Data.** AGENCY acknowledges and agrees that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to the Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to AGENCY's Constituents in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

### 3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

### 4. CONFIDENTIALITY

Excepting compliance with federal and/or Idaho statutory law including but not limited to the Idaho Public Records Act (Idaho Code § 74-101 through 74-126), the Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force

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of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network-

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## 5. TERM AND TERMINATION

**5.1 Term.** This Agreement shall have an initial term of five (5) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term of the Agreement") unless either Party provides not less than thirty (30) days' prior written notice of termination to the other Party.

**5.2 Termination for Material Breach.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

**5.3 Termination with Notice.** ~~Either Party~~ FORTE may terminate this Agreement with thirty days prior written notice in the event

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(i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) ~~Either Party~~ AGENCY is in violation of any applicable Law, Rule or regulation. ~~or (iv) AGENCY determines that any practices and procedures established and amended by FORTE as provided in Paragraph 2.1 are unacceptable to AGENCY; or (v) Agency fails to specifically appropriate sufficient funds to make payments due hereunder this Agreement in any Fiscal Year in the final budget approved by the AGENCY's City Council, an event of nonappropriation ("Event of Nonappropriation") will have occurred, and the Agreement will terminate effective as of end of the Fiscal Year in which nonappropriation occurred ("Termination Date"). As used in the Definitive Agreement, "Fiscal Year" shall mean the calendar year October 1 through September 30; or (vi) with or without cause for the convenience of either Party.~~ Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY's receipt of Services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY's account.

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**5.4 Termination without Notice.** FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on AGENCY's account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY's receipt of Services prior to terminating AGENCY's account.

## 6. TRANSACTION PROCESSING

**6.1 Accepting Transactions.** FORTE shall process credit card, debit card and ACH Transactions on AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

**6.1.1 Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

**6.1.2 Authorization-Capture Transactions.** If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

**6.2 Transaction Format.** FORTE is responsible for processing only Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

**6.2.1 Card Not Present Transactions.** For card-based Transactions in which the card is not

present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder's billing address information.

**6.3 AGENCY Account.** In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider subcontracting with FORTE.

**6.4 Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

**6.5 Bona Fide Sales.** AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

**6.6 Setting Limits on Transaction Amount.** AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other accepted brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other accepted brand.

**6.7 Additional Agreements** AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

**6.8 Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Customer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

**6.9 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

**6.10 Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

**6.11 Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Constituent or Customer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

**6.12 Excessive Chargebacks.** Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

**6.13 Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

**6.14 Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an AGENCY-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an AGENCY-owned account or debited from the FORTE Designated Account if settled to that account.

**6.15 Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's Agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

**6.16 Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

**6.17 Temporary Suspension of Services.** Should any of the following occur: (i) FORTE observes

irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

**6.18 Authorization.** AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Constituent or Customer shall constitute receipt of payment to AGENCY, extinguishing such Constituent or Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Constituent or Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Constituent's or Customer's payment, AGENCY's sole recourse shall be to FORTE, not such Constituent or Customer.

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## 7. TRANSACTION AUTHORIZATION

**7.1 Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

**7.2 Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of the Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

**7.3 Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of Authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

## 8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees

that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its Agent shall retain or store magnetic-stripe data subsequent to Authorization of a sales Transaction.

## **9. AUTHORIZATION**

**9.1 ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlements funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing Constituent's payment obligation to AGENCY as if Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not Constituent.

**9.2 Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

## **10. CONSTITUENT DISPUTES**

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

## **11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

## **12. DATA SECURITY**

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as [Appendix E](#).

## **13. PRICING AND PAYMENT**

**13.1** FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as [Schedule 1](#), or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

**13.2** Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee

Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

**13.3** FORTE’s pricing is subject to the underlying fees established by the Payment Networks and FORTE’S service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of the Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

#### 14. LIMITS OF LIABILITY

**14.1** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM, AND WILL BE LIMITED TO THE AMOUNT OF

~~THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM.~~ NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**14.2** FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

#### 15. REPRESENTATIONS AND WARRANTIES.

**15.1 FORTE’s Representations and Warranties.** FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

**15.1.1** FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

**15.1.2** FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

**15.2 AGENCY’s Representations and Warranties.** AGENCY represents and warrants to FORTE:

**15.2.1** If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by Receiver; and (iii) AGENCY shall provide proof of Authorization to FORTE in compliance with applicable Rules for any Transaction upon request

**Commented [CSG4]:** Changes rejected, we can compromise to 6 month fee period and have included the statement “TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW”

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within five (5) Business Banking Days.

**15.2.2** AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

**15.3 Mutual Representations and Warranties.** Each Party represents and warrants to the other:

**15.3.1** The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

**15.3.2** There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

**15.3.3** When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

## **16. FORTE SERVICE POLICY**

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

## **17. FORCE MAJEURE**

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure are due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

## **18. ASSIGNMENT**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

## **19. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the Laws of the state in which AGENCY is located without reference to choice of laws or rules.

## **20. AMENDMENT**

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

## **21. PUBLICITY**

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Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

**22. NOTICE**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

**23. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

**24. SEVERABILITY**

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

**25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS**

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**26. ELECTRONIC SIGNATURES.**

**Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.**

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

_____	<b>CSG FORTE PAYMENTS, INC.</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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## APPENDIX A DEFINITIONS

**ACH Network.** “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

**Acquirer.** “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

**Affiliate.** “Affiliate” means a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

**Agent.** “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of AGENCY with the actual, implied or apparent authority of AGENCY.

**Authorization.** “Authorization” means a Transaction request on a Constituent or Consumer bank account or card account to confirm Constituents or Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted Transaction.

**Business Banking Day.** “Business Banking Day” means Monday through Friday excluding banking holidays.

**Confidential Information.** “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

**Consumer.** “Consumer” means the individual end users, Constituents of AGENCY.

**CPA.** “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

**Chargeback.** “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

**Credit Entry.** “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

**Debit Entry.** “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

**Laws.** “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

**NACHA.** “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

**ODFI.** “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from AGENCY through FORTE and then forwards these Transactions (defined below) to the ACH Network.

**Originator.** “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

**Payment Network.** “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

**Payment Network Resources:**

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website): <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website): <http://www.discovernetwork.com/merchants/index.html>

NACHA: [www.nacha.org](http://www.nacha.org)

**PCI-DSS.** “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

**Personally Identifiable Information or PII.** “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

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**RDFI.** “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

**Receiver.** “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

**Reserve.** “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

**Rules.** “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

**Settlement Account.** “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

**Settlement Entry.** “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

**Transaction.** “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

**Users.** “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

**APPENDIX B**  
**ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES**

**1. Representation by Agency.** Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

**2. Use of Services.**

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

**3. Retention of Data.** AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

**4.** AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

**APPENDIX C**  
**ACCOUNT UPDATER SERVICES**

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
  
2. **Agency Requirements for Account Updater Participation.**
  - a. AGENCY must be properly established and registered in the United States.
  - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
  - c. AGENCY must be in compliance with all Card Association Operating Regulations.
  - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing relationship and Constituent's authority to submit such payments.
  - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
  - f. AGENCY must not submit inquiries on behalf of any other entity.
  - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

**APPENDIX D\***  
**AMERICAN EXPRESS CARD ACCEPTANCE**

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).

All capitalized terms found in this Appendix D shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

**11.** Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

**12.** Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

**13.** Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

**14.** American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

\*For purposes of clarification, "Merchant" in this [Appendix D](#) shall be deemed to be "AGENCY."

**APPENDIX E**  
**INFORMATION SECURITY REQUIREMENTS**

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
  - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
  - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that AGENCY or FORTE has access to or collects such Source Data, each agrees that it does so solely on behalf of AGENCY and AGENCY’s Consumer customers/Constituents pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
  - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that with respect to such PII, FORTE shall gain possession of any ownership or other proprietary rights to the PII to which it will have access pursuant to this Agreement (if any). FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
  - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the Parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s Constituents, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
  - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
  - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the Parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
  - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
  - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be AGENCY's sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

**SCHEDULE 1**  
**PRICING FEE SCHEDULE**

**Service (Convenience) Fee Pricing Option:**

**MasterCard, Visa, Discover and American Express cards**

3.20% of the payment amount with a minimum fee of \$2.00 based upon volume.



**Electronic check – online WEB and IVR payments**

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

**Equipment and Service Pricing:**

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Cloud Based)		\$399.00 per terminal plus shipping
Dynaflex II and Counter-Top Docking Station Bundle		\$219/Device with Docking station plus shipping

**AIRPORT HANGAR LAND LEASE**

LEASE, made this \_\_\_\_\_ day of May, 2026, between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation of the County of Elmore, State of Idaho, hereinafter designated as the “CITY”, and KOOKABURRA KIWI, LLC., of 784 S. Clearwater Loop STE R. Post Falls, ID 83854, hereinafter designated as the “LESSEE”;

IN CONSIDERATION OF the covenants and agreements herein mentioned to be kept and performed by the Lessee, the City has and by these presents does lease, let and demise unto the said Lessee, the real property located in the County of Elmore, State of Idaho, at the Mountain Home Municipal Airport listed as Row A, Lot #9 and particularly described in “Exhibit A” which is attached hereto and by this reference made a part hereof pursuant to the terms and conditions contained in the Lease.

1. TERM: The term of this lease shall be for a period of 20 years. The initial term of this lease shall commence on the 1<sup>st</sup> day of June, 2026, and shall end on the 31<sup>st</sup> day of December, 2046. Subsequent terms of this lease shall continue from January 1 through December 31 of each year thereafter, through December 31<sup>st</sup>, 2046 subject to termination as provided herein.

2. RENT: The beginning base annual rent of \$258.25 based upon the current terms of the assignment of the previous lease agreement date, July 26<sup>th</sup>, 2021. The Lessee shall pay to the City as rent for the period beginning (1) year period beginning January 1, 2027, through December 31, 2046, plus any percentage increase or decrease in the Consumer Price Index as provided in paragraph 3 below.

3. ADJUSTMENT OF RENT: The annual rent payable for each year of this lease beginning January 1, 2027, shall be due and payable on or before January 1 of each year of this lease. The base annual rent shall be increased or decreased starting January 1, 2027, in an amount equal to the percentage increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, U. S. City Average, for the previous year. Any increase in the annual rent shall not exceed a ten percent

(10%) increase over the previous year.

4. USE OF PREMISES: The Lessee shall use the demised premises solely for the purpose of constructing and maintaining a hangar for the storage of at least one U.S. Registered Aircraft and Aircraft related items. This lease shall, however, be subordinate to the provisions of any existing or future agreements between the City and the United States of America or State of Idaho, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the airport. The Lessee shall comply with all ordinances of the City of Mountain Home, all laws of the State of Idaho, all rules and regulations of the Federal Aviation Administration and the rules and regulations of any other State or Federal agency.

5. CONSTRUCTION OF HANGAR: It is understood that the Lessee is leasing the demised premises from the City for the sole purpose of constructing a hangar for the storage of at least one U.S. Registered Aircraft and Aircraft related items. The Lessee shall not construct a hangar until the plans, specifications and color scheme for said hangar and the location thereof have been approved by the City's Director of Public Works or Engineer, Building Official and Council. Any hangar constructed on the demised premises shall comply with applicable Federal, State and local requirements, including the then current version of the International Building Code as adopted by the City of Mountain Home. The Lessee shall not make any alterations to the hangar to be constructed by him without first obtaining the consent of the City's Director of Public Works or Engineer, Building Official and Council.

6. COVENANT TO CONSTRUCT HANGAR: The Lessee covenants and agrees with the City that he will complete construction of a hangar as provided for herein for the storage of an airplane on the demised premises within one year from the date of this lease. If the construction of such hangar is not completed within one year from the date of this lease, then this lease shall automatically terminate and the Lessee shall immediately and peaceably vacate the demised premises.

7. MAINTENANCE OF PREMISES: The Lessee shall, at his own expense, keep and maintain the demised premises and any hangar constructed thereon in a good state of repair and in a clean and presentable condition at all times and promptly abate any nuisance which may arise or exist on the premises, and in addition to maintaining the demised premises and any hangar constructed thereon, the Lessee shall maintain the strip of land located between the taxiway in front of the demised premises and the demised premises. The Lessee shall keep said strip of land free and clear of all debris and weeds. If the Lessee does not maintain said strip of land free and clear of all weeds and debris, the City may perform such work and the Lessee shall immediately pay to the City a reasonable fee for its services.

8. NO ADVERTISING: No signs, posters or similar devices shall be erected, displayed or maintained on the demised premises without the prior written approval of the City.

9. TAXES AND ASSESSMENTS: The Lessee shall pay and discharge all taxes and assessments levied or assessed on the improvements and personal property located on the demised premises.

10. UTILITIES: All utility charges incurred by the Lessee in connection with his occupancy of the demised premises shall be paid by the Lessee.

11. NO ASSIGNMENT OR SUBLEASE WITHOUT PERMISSION: The Lessee shall not assign this lease nor sublet any portion of the demised premises without first obtaining the written consent of the City, which consent shall not be unreasonably withheld.

12. FREE ACCESS OF CITY: The City or any of its agents or employees shall have the right of free access to said premises at all reasonable times for the purpose of inspecting the premises to determine whether or not the Lessee is complying with the provisions of this lease.

13. REMOVAL OF IMPROVEMENTS: At the expiration or sooner termination of this lease, providing that the Lessee is not in default under any of the provisions of this lease, the Lessee may remove any buildings or structures placed upon said premises, providing the same can be removed without material damage to the demised premises. In such event, the Lessee will fill in any excavation and restore said premises to as good a condition as they now are.

14. INDEMNITY: Lessee shall be responsible and liable for and shall indemnify the City against any and all damages to property or for injury or death of persons arising or in any manner occasioned by the Lessee in his use and occupancy of the demised premises, and shall promptly pay any judgment therefor. The Lessee shall also hold the City harmless from liens of every kind or nature and for claims of damages resulting from any acts of the Lessee in connection with his occupancy of the demised premises.

15. HOLDING OVER: The failure of the Lessee to surrender the demised premises as provided herein and the subsequent holding over by Lessee, with or without the consent of the City, shall result in the creation of a tenancy from month to month at a monthly rental of one-twelfth of the annual rent then being paid, payable monthly in advance during the month-to-month tenancy. This provision does not give the Lessee any right to hold over at the expiration of any term. All other terms and conditions of this lease shall remain in full force and effect during any month-to-month tenancy hereunder.

16. COMPLIANCE WITH ENVIRONMENTAL LAWS AND INDEMNITY OF CITY: The Lessee shall comply with all health, safety, sanitation and environmental laws, rules and regulations of appropriate governmental agencies affecting the use and occupancy of the premises for the uses herein specified. The Lessee assumes all environmental liabilities caused by Lessee during the term of this lease arising under the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, the Resource Conservation and Recovery Act, as amended from time to time, and the Toxic Substances Control Act, as amended from time to time, together with any and all similar State and Federal laws and agrees to indemnify and hold the City harmless therefor.

17. RESTRICTION AGAINST LIENS: Lessee shall pay and settle all expenses and liabilities incurred by him arising out of or in any way connected with any of the construction, repairs, alterations or maintenance of any and all improvements thereon free and clear of all liens of mechanics or materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of such improvements.

18. NO WAIVERS: Time is of the essence of this lease and the payment of the rent hereby reserved and of every term, covenant and condition herein contained. Any extensions or indulgences granted by the City in the performance of any of the terms hereof shall not be construed as a waiver of the City's right to insist upon prompt and strict performance thereafter. No waivers or modifications of this lease shall be binding unless made in writing and subscribed by the parties hereto.

19. TERMINATION OF LEASE ON CONDEMNATION. In the event that the whole or any part of the demised premises or the whole or any part of the improvements thereon shall be taken by the action of public authorities, then this lease shall terminate as of the date title to the demised premises passed to the condemning authority. For the purpose thereof, such date of vesting in the condemner terminating this lease shall operate as though it were the date originally intended by the parties for the expiration of the tenancy created hereunder. Any rent paid in advance to the City by the Lessee shall be refunded to the Lessee on a pro rata basis.

In the event of such total or partial condemnation, Lessee shall have the right to remove all improvements placed by him on the demised premises as heretofore provided for such removal at the expiration of this lease; or if the improvements may not be so moved, then the Lessee may receive from the body or authority taking the property the value of such improvements as under the terms of this Lease might have been removed, as personal property and not as part of the real estate, and in no event shall Lessee receive a portion of any award made to the City, but Lessee's sole rights shall be limited to a separate claim for the value of the aforementioned improvements as personal property.

20. TERMINATION OF AGREEMENT BY CITY: The City may terminate this agreement upon one year's prior written notice to Lessee.

21. REMEDIES FOR DEFAULT: If default be made in the payment of the rent hereby reserved or any part thereof, or in the performance of any of the other terms and conditions hereof, then the City shall first give the Lessee thirty days' notice in writing specifying wherein the Lessee has failed to comply with this lease and which said notice may be

delivered to the Lessee personally or sent to him by registered or certified mail, addressed to him at his last known address. If sent by mail, said notice shall be deemed served upon the Lessee upon the date it is deposited in the United States mail with postage prepaid, certified or registered and addressed as above mentioned. If the Lessee fails to correct such default within said thirty-day period, then the City may re-enter and retake possession of the demised premises, with or without process of law, and may remove the Lessee from said premises, and the Lessee agrees that in case of such default he will immediately deliver up peaceful possession of the demised premises to the City upon demand. The Lessee agrees that in case of his default in complying with the terms hereof, and at the time of surrendering possession of said premises, he will pay to the City any damages sustained by the City as a result of his failure to comply with the terms hereof.

22. ATTORNEY FEES: In the event it becomes necessary for the City to place this lease in the hands of an attorney for enforcement of its rights hereunder after default of the Lessee or to institute legal proceedings for enforcement of its rights hereunder, then the Lessee agrees in such case to pay any reasonable attorney's fee incurred by the City, in addition to other damages allowed by law.

23. HEIRS, SUCCESSORS AND ASSIGNS: Except as provided in paragraph 11 above, the terms and conditions of the lease shall extend to and be binding upon the heirs, administrators, successors, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year in this lease first above written.

**Signature Pages to follow**

CITY OF MOUNTAIN HOME, IDAHO  
a municipal corporation,

By \_\_\_\_\_  
Rich Sykes, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Tiffany Belt, City Clerk

CITY,

STATE OF IDAHO, )

) ss.

COUNTY OF ELMORE, )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and City Clerk, respectively, of the City of Mountain Home, Idaho, a municipal corporation that executed the foregoing instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that said municipal 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 Idaho,  
Residing at Mountain Home, ID  
My commission expires:



**AIRPORT HANGAR LAND RENEWAL LEASE**

RENEWAL LEASE, made this 26<sup>th</sup> day of July, 2021, between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation of the County of Elmore, State of Idaho, hereinafter designated as the "CITY", and WAYNE NIX, of 580 East 16<sup>th</sup> North, Mountain Home, ID 83647, hereinafter designated as the "LESSEE";

IN CONSIDERATION OF the covenants and agreements herein mentioned to be kept and performed by the Lessee, the City has and by these presents does lease, let and demise unto the said Lessee, the real property located in the County of Elmore, State of Idaho, at the Mountain Home Municipal Airport listed as Row A, Lot #9 and particularly described in "Exhibit A" which is attached hereto and by this reference made a part hereof pursuant to the terms and conditions contained in the Lease.

1. TERM: The term of this lease shall be for a period of 20 years and 5 months. The initial term of this lease shall commence on the 1<sup>st</sup> day of August 2021, and shall end on the 31<sup>st</sup> day of December 2021. Subsequent terms of this lease shall continue from January 1 through December 31 of each year thereafter, through December 31<sup>st</sup>, 2041, subject to termination as provided herein.

2. RENT: The beginning base annual rent shall be \$208.59. The Lessee has paid to the City as rent for the initial term the sum of \$208.59, which sum was received on December 26<sup>th</sup>, 2020. Rent for the annual periods commencing January 1, 2021, shall be the base rent of \$208.59, plus any percentage increase or decrease in the Consumer Price Index as provided in paragraph 3 below.

3. ADJUSTMENT OF RENT: The annual rent payable for each year of this lease beginning January 1, 2022, shall be due and payable on or before January 1 of each year of this lease and the base annual rent shall be increased or decreased starting January 1, 2022 in an amount equal to the percentage increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, U. S. City Average, for the previous year. Any increase in the annual rent shall not exceed a ten per cent (10%) increase over the previous year.

4. USE OF PREMISES: The Lessee shall use the demised premises solely for the storage of at least one U.S. Registered Aircraft and Aircraft related items and for no other purpose whatsoever. This lease shall, however, be subordinate to the provisions of any existing or future agreements between the City and the United States of America or State of Idaho, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the airport. The Lessee shall comply with all ordinances of the City of Mountain Home, all laws of the State of Idaho, all rules and regulations of the Federal Aviation Administration and the rules and regulations of any other State or Federal agency.

5. MAINTENANCE OF PREMISES: The Lessee shall, at his or her own expense, keep and maintain the demised premises and any hangar thereon in a good state of repair and in a clean and presentable condition at all times and promptly abate any nuisance which may arise or exist on the premises, and in addition to maintaining the demised premises and any hangar thereon, the Lessee shall maintain the area immediately surrounding the demised premises, the strip of land located between the taxi-way in front of the demised premises and the demised premises. The Lessee shall keep said land free and clear of all debris and weeds. If the Lessee does not maintain said land free and clear of all weeds and debris, the City may perform such work and the Lessee shall immediately pay to the City a reasonable fee for its services.

6. NO ADVERTISING: No signs, posters or similar devices shall be erected, displayed or maintained on the demised premises without the prior written approval of the City.

7. TAXES AND ASSESSMENTS: The Lessee shall pay and discharge all taxes and assessments levied or assessed on the improvements and personal property located on the demised premises.

8. UTILITIES: All utility charges incurred by the Lessee in connection with his or her occupancy of the demised premises shall be paid by the Lessee.

9. NO ASSIGNMENT OR SUBLEASE WITHOUT PERMISSION: The Lessee shall not assign this lease nor sublet any portion of the demised premises without first obtaining

the written consent of the City, which consent shall not be unreasonably withheld.

10. FREE ACCESS OF CITY: The City or any of its agents or employees shall have the right of free access to said premises at all reasonable times for the purpose of inspecting the premises to determine whether or not the Lessee is complying with the provisions of this lease.

11. REMOVAL OF IMPROVEMENTS: At the expiration or sooner termination of this lease, providing that the Lessee is not in default under any of the provisions of this lease, the Lessee may remove any buildings or structures placed upon said premises, providing the same can be removed without material damage to the demised premises. In such event, the Lessee will fill in any excavation and restore said premises to as good a condition as they now are.

12. INDEMNITY: Lessee shall be responsible and liable for, and shall indemnify the City against any and all damages to property or for injury or death of persons arising or in any manner occasioned by the Lessee in his or her use and occupancy of the demised premises, and shall promptly pay any judgment therefor. The Lessee shall also hold the City harmless from liens of every kind or nature and for claims of damages resulting from any acts of the Lessee in connection with his or her occupancy of the demised premises.

13. LIABILITY INSURANCE. Lessee shall during the term of this lease, without expense to the City, maintain or cause to be maintained in full force and effect, liability insurance with an insurance company selected by Lessee which is qualified to do business in the State of Idaho, for injury to persons or property of not less than \$1,000,000 per occurrence. Lessee shall cause such policy or policies to name or contain an endorsement naming the City as an additional insured thereunder. It is agreed that Lessee shall be entitled to provide the insurance coverage required under this paragraph in whole or in part pursuant to a "blanket" policy or policies. The Lessee shall provide the City with a certificate as evidence that the insurance policy or policies required herein are in full force and effect at all times and the certificate should include a provision that the policy or policies cannot be cancelled without prior 30 day written notice to the City of Mountain Home of the intent to terminate.

14. HOLDING OVER: The failure of the Lessee to surrender the demised premises as provided herein and the subsequent holding over by Lessee, with or without the consent of the City, shall result in the creation of a tenancy from month to month at a monthly rental of one-twelfth of the annual rent then being paid, payable monthly in advance during the month-to-month tenancy. This provision does not give the Lessee any right to hold over at the expiration of any term. All other terms and conditions of this lease shall remain in full force and effect during any month-to-month tenancy hereunder.

15. COMPLIANCE WITH ENVIRONMENTAL LAWS AND INDEMNITY OF CITY: The Lessee shall comply with all health, safety, sanitation and environmental laws, rules and regulations of appropriate governmental agencies affecting the use and occupancy of the premises for the uses herein specified. The Lessee assumes all environmental liabilities caused by Lessee during the term of this lease arising under the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, the Resource Conservation and Recovery Act, as amended from time to time, and the Toxic Substances Control Act, as amended from time to time, together with any and all similar State and Federal laws and agrees to indemnify and hold the City harmless therefor.

16. RESTRICTION AGAINST LIENS: Lessee shall pay and settle all expenses and liabilities incurred by him or her arising out of or in any way connected with any of the construction, repairs, alterations or maintenance of any and all improvements thereon free and clear of all liens of mechanics or materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of such improvements.

17. NO WAIVERS: Time is of the essence of this lease and the payment of the rent hereby reserved and of every term, covenant and condition herein contained. Any extensions or indulgences granted by the City in the performance of any of the terms hereof shall not be construed as a waiver of the City's right to insist upon prompt and strict performance thereafter. No waivers or modifications of this lease shall be binding unless made in writing and subscribed by the parties hereto.

18. TERMINATION OF LEASE ON CONDEMNATION. In the event that the whole or any part of the demised premises or the whole or any part of the improvements thereon shall be taken by the action of public authorities, then this lease shall terminate as of the date title to the demised premises passed to the condemning authority. For the purpose thereof, such date of vesting in the condemner terminating this lease shall operate as though it were the date originally intended by the parties for the expiration of the tenancy created hereunder. Any rent paid in advance to the City by the Lessee shall be refunded to the Lessee on a pro rata basis.

In the event of such total or partial condemnation, Lessee shall have the right to remove all improvements placed by them on the demised premises as heretofore provided for such removal at the expiration of this lease; or if the improvements may not be so moved, then the Lessee may receive from the body or authority taking the property the value of such improvements as under the terms of this Lease might have been removed, as personal property and not as part of the real estate, and in no event shall Lessee receive a portion of any award made to the City, but Lessee's sole rights shall be limited to a separate claim for the value of the aforementioned improvements as personal property.

19. TERMINATION OF AGREEMENT BY CITY: The City may terminate this agreement upon one year's prior written notice to Lessee for good cause.

20. REMEDIES FOR DEFAULT: If default be made in the payment of the rent hereby reserved or any part thereof, or in the performance of any of the other terms and conditions hereof, then the City shall first give the Lessee thirty days' notice in writing specifying wherein the Lessee has failed to comply with this lease and which said notice may be delivered to the Lessee personally or sent to him or her by registered or certified mail, addressed to him or her at his or her last known address. If sent by mail, said notice shall be deemed served upon the Lessee upon the date it is deposited in the United States mails with postage prepaid, certified or registered and addressed as above mentioned. If the Lessee fails to correct such default within said thirty-day period, then the City may re-enter and retake possession of the demised premises, with or without process of law, and may remove the Lessee from said

premises, and the Lessee agrees that in case of such default he or she will immediately deliver up peaceful possession of the demised premises to the City upon demand. The Lessee agrees that in case of his or her default in complying with the terms hereof, and at the time of surrendering possession of said premises, he or she will pay to the City any damages sustained by the City as a result of his or her failure to comply with the terms hereof.

21. ATTORNEY FEES: In the event it becomes necessary for the City to place this lease in the hands of an attorney for enforcement of its rights hereunder after default of the Lessee or to institute legal proceedings for enforcement of its rights hereunder, then the Lessee agrees in such case to pay any reasonable attorney's fee incurred by the City, in addition to other damages allowed by law.

22. NOTICES. Rent is to be paid to the City of Mountain Home at P.O. Box 10, Mountain Home, Idaho 83647. Any notices or communications are to be direct to the city at the following address:

City Clerk  
City of Mountain Home  
P.O. Box 10  
Mountain Home, Idaho 83647

All notices and communications to the Lessee shall be addressed as follows:

Wayne Nix  
580 East 16<sup>th</sup> North  
Mountain Home, ID 83647

Either party may from time to time change the mailing address by written notice to the other.

23. COVENANT. The City hereby covenants that the Lessee performing the terms and conditions of this lease shall peacefully and quietly have, hold and enjoy the leased premises during the term of this lease.

24. GOVERNING LAW. This lease shall be governed by, construed and enforced in accordance with the laws of the State of Idaho. Venue for any legal action pertaining to this Lease shall be in Elmore County, Idaho.

25. HEIRS, SUCCESSORS AND ASSIGNS: Except as provided in paragraph 9 above, the terms and conditions of the lease shall extend to and be binding upon the heirs, administrators, successors, executors and assigns of the respective parties hereto.

26. ENTIRE AGREEMENT. This lease, together with any written prior lease or agreement which shall have been executed previously, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this lease or the prior writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year in this lease first above written

CITY OF MOUNTAIN HOME, IDAHO  
a municipal corporation,

By   
Rich Sykes, Mayor

ATTEST:

  
Tiffany Belt, City Clerk



  
Wayne Nix

CITY,


LESSOR

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CITY OF MOUNTAIN HOME, IDAHO  
a municipal corporation,

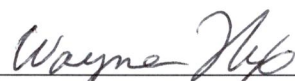
By   
Rich Sykes, Mayor

ATTEST:

  
Tiffany Belt, City Clerk



CITY,

  
Wayne Nix

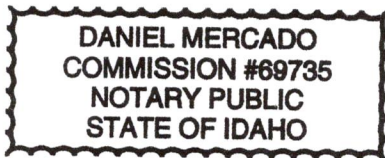
LESSEE.

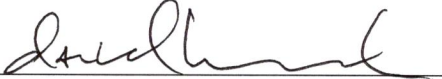


STATE OF IDAHO, )  
 ) ss.  
COUNTY OF ELMORE, )

On this 27<sup>th</sup> day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and City Clerk, respectively, of the City of Mountain Home, Idaho, a municipal corporation that executed the foregoing instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that said municipal 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.

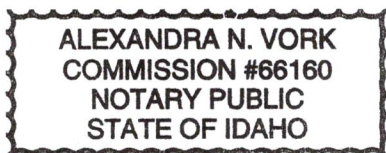


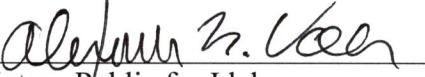
  
Notary Public for Idaho,  
Residing at Mountain Home, ID  
My commission expires: 4.13.2023

STATE OF IDAHO, )  
 ) ss.  
COUNTY OF Elmore, )

On this 18 day of April, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Wayne Nix, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she 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 MT. Home, ID  
My commission expires: 8/26/27



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## INVOICE

February 17, 2022

Wayne Nix  
580 East 16<sup>th</sup> North  
Mountain Home, ID 83647

Dear Wayne:

Your 2022 annual lease payment to the City of Mountain Home is due on or before March 31<sup>st</sup>, 2022. Your lease provides for an annual increase of your payment according to the Consumer Price Index. This year's increase is 6% or \$12.93. Please mail the amount shown below before the due date to the address listed below. If you have any questions please do not hesitate to contact me. Thank you.

**Airport Hangar Land Lease – Row A Lot 9** **\$221.52**

Sincerely,

*Tiffany Belt*

Tiffany Belt  
City Clerk

## Tiffany Belt

---

**From:** Tiffany Belt  
**Sent:** Tuesday, March 15, 2022 2:50 PM  
**To:** 'waynenix123@icloud.com'  
**Subject:** FW: Hanger Lease - City of Mountain Home  
**Attachments:** Nix Hanger Lease.pdf; Nix invoice.pdf

Mr. Nix

I wanted to follow up and make sure you received this email and had the opportunity to sign and return the lease renewal. Please let me know if you have any questions.

Tiffany



### Tiffany Belt

City Clerk/ HRO

City of Mountain Home  
City Hall  
P.O. Box 10  
160 South 3<sup>rd</sup> East  
Mountain Home, Idaho 83647

T (208) 587-2104  
F (208) 587-2110  
[www.mountain-home.us](http://www.mountain-home.us)

**From:** Tiffany Belt  
**Sent:** Thursday, February 17, 2022 5:01 PM  
**To:** 'waynenix123@icloud.com' <waynenix123@icloud.com>  
**Subject:** Hanger Lease - City of Mountain Home

Mr. Nix

Please see your hanger lease renewal attached and the 2022 invoice.



### Tiffany Belt

City Clerk/ HRO

City of Mountain Home  
City Hall  
P.O. Box 10  
160 South 3<sup>rd</sup> East  
Mountain Home, Idaho 83647

T (208) 587-2104  
F (208) 587-2110  
[www.mountain-home.us](http://www.mountain-home.us)

AIRPORT HANGAR LEASE

LEASE, made this 13<sup>th</sup> day of August, 2001, between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation of the County of Elmore, State of Idaho, hereinafter designated as the "CITY", and WAYNE A. NIX, of 532 E. 16<sup>th</sup> N. Mountain Home, Idaho 83647, hereinafter designated as the "LESSEE";

WITNESSETH: That for and in consideration of the covenants and agreements herein mentioned to be kept and performed by the Lessee, the City has and by these presents does lease, let and demise unto the said Lessee, the real property located in the County of Elmore, State of Idaho, and particularly described in "Exhibit A" which is attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto the Lessee from the 13<sup>th</sup> day of August, 2001, until the 13<sup>th</sup> day of August, 2021, subject to the terms and conditions herein provided.

1. RENT: The Lessee shall pay to the City as rent for said premises, the sum of \$140.00 for the first year of the term of this lease, the receipt of which is hereby acknowledged by the City.

2. ADJUSTMENT OF RENT: The annual rent payable for each subsequent year of this lease shall be due and payable on the anniversary date of the lease and shall be increased or decreased in an amount equal to the percentage increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, U. S. City

Average, for the previous year. Any increase in the annual rent shall not exceed a ten per cent (10%) increase over the previous year.

3. USE OF PREMISES: The Lessee shall use the demised premises solely for the purpose of constructing and maintaining a hangar for the storage of an airplane, and for no other purpose whatsoever. This lease shall, however, be subordinate to the provisions of any existing or future agreements between the City and the United States or State of Idaho, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the airport. The Lessee shall comply with all ordinances of the City of Mountain Home, all laws of the State of Idaho, all rules and regulations of the FAA and the rules and regulations of any other State or Federal agency.

4. CONSTRUCTION OF HANGAR: It is understood that the Lessee is leasing the demised premises from the City for the sole purpose of constructing a hangar for the storage of an airplane. The Lessee shall not construct a hangar until the plans, specifications and color scheme for said hangar and the location thereof have been approved by the Airport Board, City Engineer, Building Inspector and Council of the City of Mountain Home. Any hangar constructed on the demised premises shall comply with applicable Federal, State and local requirements, including the then current version of the Uniform Building Code as adopted by the City of Mountain Home. The Lessee shall not make any

alterations to the hangar to be constructed by him without first obtaining the consent of the Airport Board, City Engineer, Building Inspector and Council of the City of Mountain Home.

5. MAINTENANCE OF PREMISES: The Lessee shall, at his own expense, keep and maintain the demised premises and the hangar constructed thereon in a good state of repair and in a clean and presentable condition at all times and promptly abate any nuisance which may arise or exist on the premises, and in addition to maintaining the demised premises and hangar that will be constructed thereon, the Lessee shall maintain the strip of land located between the taxi-way in front of the demised premises and the demised premises. The Lessee shall keep said strip of land free and clear of all debris and weeds. If the Lessee does not maintain said strip of land free and clear of all weeds and debris, the City may perform such work and the Lessee shall immediately pay to the City a reasonable fee for its services.

6. COVENANT TO CONSTRUCT HANGAR: The Lessee covenants and agrees with the City that he will complete construction of a hangar as provided for herein for the storage of an airplane on the demised premises within one year of the date of this lease. If the construction of such hangar is not completed within one year from the date of this lease, then this lease shall automatically terminate and the Lessee shall immediately and peaceably vacate the demised premises.

7. NO ADVERTISING: No signs, posters or similar devices shall be erected, displayed or maintained on the demised premises without the prior written approval of the City.

8. TAXES AND ASSESSMENTS: The Lessee shall pay and discharge all taxes and assessments levied or assessed on the improvements and personal property located on the demised premises.

9. UTILITIES: All utility charges incurred by the Lessee in connection with his occupancy of the demised premises shall be paid by the Lessee.

10. NO ASSIGNMENT OR SUBLEASE WITHOUT PERMISSION: The Lessee shall not assign this lease nor sublet any portion of the demised premises without first obtaining the written consent of the City, which consent shall not be unreasonably withheld.

11. FREE ACCESS OF CITY: The City or any of its agents or employees shall have the right of free access to said premises at all reasonable times for the purpose of inspecting the premises to determine whether or not the Lessee is complying with the provisions of this lease.

12. REMOVAL OF IMPROVEMENTS: At the expiration or sooner termination of this lease, providing that the Lessee is not in default under any of the provisions of this lease, the Lessee may remove any buildings or structures placed upon said premises, providing the same can be removed without material damage to the demised premises. In such event, the Lessee will fill in any excavation and restore said premises to as good a condition as they now are.

13. INDEMNITY: Lessee shall be responsible and liable for, and shall indemnify the City against any and all damages to property or for injury or death of persons arising or in any manner occasioned by the Lessee in his use and occupancy of the demised premises, and shall promptly pay any judgment therefor. The Lessee shall also hold the City harmless from liens of every kind or nature and for claims of damages resulting from any acts of the Lessee in connection with his occupancy of the demised premises.

14. HOLDING OVER: The failure of the Lessee to surrender the demised premises as provided herein and the subsequent holding over by Lessee, with or without the consent of the City, shall result in the creation of a tenancy from month to month at a monthly rental of one-twelfth of the annual rent then being paid, payable monthly in advance during the month-to-month tenancy. This provision does not give the Lessee any right to hold over at the expiration of any term. All other terms and conditions of this lease shall remain in full force and effect during any month-to-month tenancy hereunder.

15. COMPLIANCE WITH ENVIRONMENTAL LAWS AND INDEMNITY OF CITY: The Lessee shall comply with all health, safety, sanitation and environmental laws, rules and regulations of appropriate governmental agencies affecting the use and occupancy of the premises for the uses herein specified. The Lessee assumes all environmental liabilities caused by Lessee during the term of this lease arising under the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to

time, the Resource Conservation and Recovery Act, as amended from time to time, and the Toxic Substances Control Act, as amended from time to time, together with any and all similar State and Federal laws and agrees to indemnify and hold the City harmless therefor.

16. RESTRICTION AGAINST LIENS: Lessee shall pay and settle all expenses and liabilities incurred by him arising out of or in any way connected with any of the construction, repairs, alterations or maintenance of any and all improvements thereon free and clear of all liens of mechanics or materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of such improvements.

17. NO WAIVERS: Time is of the essence of this lease and the payment of the rent hereby reserved and of every term, covenant and condition herein contained. Any extensions or indulgences granted by the City in the performance of any of the terms hereof shall not be construed as a waiver of the City's right to insist upon prompt and strict performance thereafter. No waivers or modifications of this lease shall be binding unless made in writing and subscribed by the parties hereto.

18. TERMINATION OF LEASE ON CONDEMNATION. In the event that the whole or any part of the demised premises or the whole or any part of the improvements thereon shall be taken by the action of public authorities, then this lease shall terminate as of the date title to the demised premises passed to the condemning authority. For the purpose thereof, such date of

vesting in the condemner terminating this lease shall operate as though it were the date originally intended by the parties for the expiration of the tenancy created hereunder. Any rent paid in advance to the City by the Lessee shall be refunded to the Lessee on a pro rata basis.

In the event of such total or partial condemnation, Lessee shall have the right to remove all improvements placed by it on the demised premises as heretofore provided for such removal at the expiration of this lease; or if the improvements may not be so moved, then the Lessee may receive from the body or authority taking the property the value of such improvements as under the terms of this Lease might have been removed, as personal property and not as part of the real estate, and in no event shall Lessee receive a portion of any award made to the City, but Lessee's sole rights shall be limited to a separate claim for the value of the aforementioned improvements as personal property.

19. REMEDIES FOR DEFAULT: If default be made in the payment of the rent hereby reserved or any part thereof, or in the performance of any of the other terms and conditions hereof, then the City shall first give the Lessee thirty days' notice in writing specifying wherein the Lessee has failed to comply with this lease and which said notice may be delivered to the Lessee personally or sent to him by registered or certified mail, addressed to him at his address in Mountain Home, Idaho. If sent by mail, said notice shall be deemed served upon the Lessee upon the date it is deposited in the United States mails with postage prepaid, certified or registered and addressed as above

mentioned. If the Lessee fails to correct such default within said thirty-day period, then the City may re-enter and retake possession of the demised premises, with or without process of law, and may remove the Lessee from said premises, and the Lessee agrees that in case of such default he will immediately deliver up peaceful possession of the demised premises to the City upon demand. The Lessee agrees that in case of his default in complying with the terms hereof, and at the time of surrendering possession of said premises, he will pay to the City any damages sustained by the City as a result of his failure to comply with the terms hereof. In the event it becomes necessary for the City to place this lease in the hands of an attorney for enforcement of its rights hereunder after default of the Lessee or to institute legal proceedings for enforcement of its rights hereunder, then the Lessee agrees in such case to pay a reasonable attorney's fee incurred by the City, in addition to other damages allowed by law.


IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year in this lease first above written.



CITY OF MOUNTAIN HOME, IDAHO  
a municipal corporation,

By   
D. Jett, Mayor

ATTEST:

  
Betty Manning, City Clerk

CITY,