



## **CITY COUNCIL REGULAR MEETING**

City Council Chambers, 160 South 3rd East

## Mountain Home, Idaho

Tuesday, October 28, 2025 at 5:00 PM

Live Stream: <https://www.youtube.com/c/MountainHomeIdaho>

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## **CALL MEETING TO ORDER & ESTABLISH A QUORUM (5:00 PM)**

— Councilwoman Garvey

## — Councilwoman Wirkkala

— Councilman Brennan

\_\_\_\_ Councilman Harjo

\_\_\_\_ Mayor Sykes

## **EXECUTIVE SESSION**

1) Pursuant to Idaho Code Section 74-206(1)(f) –to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. (Councilman Harjo)

## RECOGNIZING PERSONS IN THE AUDIENCE

(Please limit comments to a maximum of 3 minutes) The purpose of this agenda item is to provide an opportunity for members of the public to address the City Council on matters that are not listed on the current agenda and are within the subject matter jurisdiction and municipal purview of the City. Comments may not involve personnel matters, legal disputes, or the private non-municipal affairs of the constituency. Comments regarding Zoning or Land Use issues may only be made during properly noticed public hearings.

## 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

- 1) Approval acceptance of minutes: Regular City Council Minutes - October 14, 2025
- 2) Approval acceptance of minutes: Planning & Zoning Commission- September 16, 2025
- 3) Approve expenditures from 10/15/2025 to 10/28/2025 in the amount of \$1,090,876.39.
- 4) Approve the service agreement with Mountain Home Arts Council, Inc., and authorize the Mayor and City Clerk to sign
- 5) Approve the service agreement with Mountain Home Senior Citizens, Inc., and authorize the Mayor and City Clerk to sign.

- 6) Approve the service agreement with Mountain Home Chamber of Commerce, Inc., for the Desert Mountain Visitor Center, and authorize the Mayor and City Clerk to sign.
- 7) Approve the service agreement with Treasure Valley Transit, Inc., and authorize the Mayor and City Clerk to sign.
- 8) Approve the service agreement with Mountain Home Historical Society, Inc., and authorize the Mayor and City Clerk to sign.
- 9) Approve the service agreement with Elmore County Domestic Violence Council, Inc., and authorize the Mayor and City Clerk to sign.
- 10) Approve the agreement with Azuga and authorize the Mayor to sign.
- 11) Approve expenditure from October 14, 2025, voiding the check to Dale King and reissuing on November 12, 2025.

## **OLD BUSINESS**

- 1) Action Item: Deliberation/Decision on proposed land lease agreement for Mellen Water District.

## **NEW BUSINESS**

- 1) Items removed from the consent agenda.
- 2) Non-Action Item: Discussion regarding frequency congestion at Mountain Home Airport.
- 3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts for the requested preliminary plat "Albatross Greens" with conditions.
- 4) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to rezone to C-3 PUD entitled "Albatross Greens" with conditions.

## **FINAL COMMENTS**

## **ADJOURN**

## **STAFF MEMO**

- 1) City Hall staff reports.
- 2) Public Works staff reports.
- 3) Police Department staff reports.

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MINUTES OF THE REGULAR MEETING OF THE  
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,  
HELD ON OCTOBER 14<sup>TH</sup>, 2025, AT 5:00 P.M.  
AT MOUNTAIN HOME CITY HALL CHAMBERS  
MOUNTAIN HOME, IDAHO

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

##### PUBLIC HEARING

- 1) Proposed exchange of City-owned real property that is described in this notice for real property currently owned by CC Idaho LLC, to be acquired by AgEquity Holdings LLC.

##### RECOGNIZING PERSONS IN THE AUDIENCE

##### 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 City Council – September 23, 2025.
- 2) Approve expenditures from 9/24/2025 to 10/14/2025 in the amount of \$973,117.00
- 3) Approve payroll for the period of 08/22/2025 to 9/21/2025 in the amount of \$815,142.50
- 4) Treasurer's Report for the period ending 9/30/2025
- 5) Approve the general maximum price for the Railroad Park project and authorize GUHO to proceed with the project.  
**(Pulled from Consent Agenda and move to New Business)**
- 6) Approve the selected firm for the Railroad Extension/Relocation Project at Mountain Home Municipal Airport to Keller Associates and authorize the City staff to proceed with the project.
- 7) Award Bid to Bideganeta Construction, Inc. for the Irrigation Pump System and Wet Well at the Golf Course.
- 8) Authorize the Mayor to sign the construction documents for the Irrigation Pump Station and Wet Well.
- 9) Authorize the payment for the irrigation pump to begin manufacturing.
- 10) Approve the MOU with the Nampa Police Department for the Motorola InSight Server and authorize the Mayor to sign.
- 11) Approve Task Order 033 for Mechanical Wastewater Treatment Plant Phase 1 Concept and authorize the Mayor to sign.

**(Pulled from Consent Agenda and move to New Business)**

##### OLD BUSINESS

- 1) Non-Action Item: Discussion on draft land lease agreement for Mellen Water District.

##### NEW BUSINESS

- 1) Items removed from the Consent Agenda
- 2) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts for annexation with conditions.
- 3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to zone R-4 with PUD entitled "Blue Yonder West," with conditions.
- 4) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts preliminary plat "Blue Yonder West" with conditions.

##### FINAL COMMENTS

##### ADJOURN

#####

MINUTES OF THE REGULAR MEETING OF THE  
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,  
HELD ON OCTOBER 14<sup>TH</sup>, 2025, 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 October 14<sup>th</sup>, 2025. A quorum was established with Councilwoman Garvey, Councilwoman Wirkkala, Councilman Harjo and Mayor Sykes being present. Councilman Brennan was present via phone.

PUBLIC HEARING

1) Proposed exchange of City-owned real property that is described in this notice for real property currently owned by CC Idaho LLC, to be acquired by AgEquity Holding LLC.

The public hearing opened at 5:03 P.M.

The public hearing closed at 5:03 P.M.

RECOGNIZING PERSONS IN THE AUDIENCE

Decker Sanders thanked Councilman Harjo and City Attorney Geoff Schroder for their work on a potential TNR solution for the City. He suggested creating a TVNR program as a City service contract, similar to other civic group agreements.

Katherine Dodge expressed concern that Lost Paws had been using an unlicensed person to perform spay and neuter surgeries on feral cats, which she confirmed with the Idaho Board of Veterinary Medicine. She urged the City and County to improve oversight, enforce regulations, and require TNR groups to coordinate with Animal Control to ensure lawful and safe practices.

Don Gust came forward to express his concerns on several projects listed on the agenda, including the wastewater treatment plant, the extension on the airport project, the railroad park project, and Blue Yonder subdivision.

Clete Warner said he has experienced ongoing issues for 10 years with a travel trailer park across his fence, including blocked driveways, street congestion, and safety concerns. He described conflicts with the Police Department, false accusations, and threats from residents, and requested that the city gate off access to his street so traffic is redirected to 18th Street instead of 19th Street.

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.

Councilwoman Wirkkala stated that she had received emails from Rod Dudley concerning New Business Items 2 and 3 and from Nicholas Gatejen regarding Consent Agenda Item 5, but noted there was no conflict of interest.

Councilman Brennan said that he received the same emails from Rod Dudley and Nicholas Gatejen, but no conflict.

Councilwoman Garvey said her as well and no conflict.

Councilman Harjo said he received the same emails as well and no conflict.

CONSENT AGENDA

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- 1) Approval acceptance of minutes: Regular City Council– September 23, 2025.
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- 11) Approve Task Order 033 for Mechanical Wastewater Treatment Plant Phase 1 Concept and authorize the Mayor to sign.

Councilwoman Wirkkala said that she would like to pull Item 5 and Item 11. She then asked for clarification on Item 3 and that she had sent an email over the weekend regarding the inquiry.

Tiffany Belt, City Clerk, said that her question was on Item 2, expenditures, not payroll.

Councilwoman Wirkkala and Tiffany Belt had a discussion regarding breakdown of charges made by a staff member.

Councilwoman Garvey joined the discussion by stating that \$60 for a lunch seemed rather expensive.

Tiffany Belt explained that these transactions occurred at the end of the budget year, with departments finalizing September purchases, and staff was working to separate charges for the next budget. She asked the Council to bear with them during the spreadsheet adjustments.

Councilwoman Garvey said that she didn't think that in her four years there had been a duplicate entry, she asked what would take place to correct, where was the double check to catch these errors from happening.

Tiffany Belt said that while staff reviews the bills, it is also the Council's responsibility to verify them as a "triple check."

Mayor Sykes asked to amend the agenda to add Items removed from the agenda into New Business.

Harjo made a motion to add items removed from the agenda to new business. Councilwoman Garvey seconded the motion. The vote goes as follows: Councilwoman Garvey; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye, Councilman Brennan; aye. The motion passed by unanimous vote.

Councilman Brennan asked to clarify on Item 6, that the documentation referred only to resumes submitted and involved no current financial cost. He said a qualified team would assess the work, and any future financial impact would return to the Council for approval.

Councilwoman Garvey made a motion to approve the consent agenda, removing items 5 and 11 and adding them to new business, and pulling 01-416-5600, 25-434-5600, and 26-435-6500 out of meeting, schools, and dues for further clarification of payment. Councilwoman Wirkkala seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilman Brennan; aye, Councilwoman Wirkkala; aye, Councilwoman Garvey; aye. The motion passed by unanimous vote.

## OLD BUSINESS

1) Non-Action Item: Discussion on draft land lease agreement for Mellen Water District.

Mayor Sykes asked Erika Pedroza with the Mellen Water District to come forward.

Tiffany Belt said that this item was a non-action item and was mostly for the Council to discuss how to draft an agreement.

Mayor Sykes suspended Robert's Rules of Order in order for discussion to take place on this item only.

There was a discussion between the Council, Erika Pedroza, and City staff on length of time on land leases and Council Minutes – October 14, 2025

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rent amounts and price increases on rent and the agreement came out to a 30-year lease with a 5% annual increase on rent, the Mellen Water District paying for a water meter and the City would install the meter.

Mayor Sykes restored Robert's Rules of Order.

## NEW BUSINESS

### 1) Items removed from the Consent Agenda

### 5) Approve the general maximum price for the Railroad Park project and authorize GUHO to proceed with the project.

Councilwoman Wirkkala said she reviewed the April 9, 2024 presentation and noted the URA received roughly \$634,000 annually, mostly from Marathon Cheese, with \$95,000 in administrative costs, leaving about \$538,000 net per year. She added that without new projects, the URA could generate about \$5.4 million by 2031 and requested clarification on City-funded costs that might be in-kind contributions.

Councilman Harjo said he attended a URA meeting where the project details were discussed, noting that both City staff and the URA agreed certain aspects, such as earthwork and underground utility work, could be completed by the City as in-kind contributions.

There was a discussion between Councilwoman Wirkkala and Councilman Harjo about the in-kind work and the use of City staff time.

Councilwoman Wirkkala said she could not vote without a URA representative present to verify the accuracy of the numbers, which were from a year and a half ago.

There was more discussion between Councilwoman Wirkkala and Councilman Harjo about the contract.

Councilwoman Wirkkala raised concerns about the operation and maintenance costs of \$60,000–\$70,000 per year, noting that this burden would fall on Mountain Home taxpayers. She questioned whether additional labor would be needed to oversee the project and emphasized that in-kind work using City personnel still represented a taxpayer cost, expressing concern over the numerous budget entries listing in-kind contributions.

Councilwoman Garvey expressed concern about the Railroad Park budget, citing numerous in-kind entries and unassigned costs for items like storm drains, sod, fences, and landscaping. She was frustrated that the Council had not been fully informed about a \$2.8 million contribution from a major financial backer, yet was being asked to approve the full \$5 million.

Tiffany Belt stated that Legal was currently drafting an agreement with the \$2.8 million donor.

Councilwoman Garvey asked why there was a rush to approve the budget.

Tiffany Belt explained that GUHO hoped to be on-site by the 15th, so they were seeking approval to keep the project on schedule and complete it by Memorial Day 2026.

Councilwoman Garvey expressed frustration that neither the URA nor the City had full project funding, yet approval was requested. She emphasized the need to know what the cost of the City would be, if the major donor did not contribute, including for bark, rocks, and piping, and stated she could not approve the project without detailed numbers.

Councilwoman Garvey apologized if this delayed GUHO but requested the item be tabled until the donor's commitment is confirmed, as it would significantly affect the project's dynamics.

Tiffany Belt asked whether the item should be tabled just regarding the donor or also to determine the cost of rocks and bark.

Councilwoman Garvey made a motion to table this until a comprehensive plan was brought forward showing the cost of everything to include the donor agreement and what budget lines the City would be using. Councilwoman

Wirkkala seconded the motion.

There was a discussion between Council about the documents and budget they had before them and how they were being interpreted.

Councilwoman Garvey agreed with approving the general maximum price but disagreed with authorizing GUHO to proceed, noting that once approved, the project could not be stopped.

Councilman Harjo said he largely agreed with Councilwoman Garvey, noting that the total "not to exceed" value allows for a phased approach if the donor does not contribute or if the URA needs to extend funding, and that the documents clearly accommodate this option.

Councilman Brennan said the in-kind work did not concern him, as it had worked well on past projects. He noted that department heads understand their budget responsibilities and said if a phased approach is possible, it should be discussed. He added that City staff indicated the goal is to complete the project by May 2026, raising the question of how the \$5 million payment would be made by then.

Tiffany Belt explained that the first phase of the Railroad Park project cost \$2.8 million, with the major donor about 98% likely to contribute. She noted that the draft agreement and final design were delayed due to scheduling conflicts. While the URA had enough funds for phase one, she and staff believed completing the full project by May 2026 was best for the community, as phasing would add roughly \$500,000. She emphasized that combining URA funds with the donor's contribution should cover the full project.

Councilman Brennan summarized to ensure that he understood what Tiffany Belt had said. He continued to say that he would like this project to happen as it would bring value to the citizens, however he did agree that the two-week delay would be appropriate as they were waiting for more information.

Mayor Sykes reminded everyone that there was a motion and a second and called for the question. The vote goes as follows: Councilman Brennan; aye, Councilman Harjo; aye, Councilwoman Garvey; aye, Councilwoman Wirkkala; aye. The motion passed by unanimous vote.

## 2) Items removed from the Consent Agenda

### 11) Approve Task Order 033 for Mechanical Wastewater Treatment Plant Phase 1 Concept and authorize the Mayor to sign.

Councilwoman Wirkkala had James Bledsoe and Jordan Crane with Keller and Associates come forward to join the discussion.

Councilwoman Wirkkala and James Bledsoe discussed the City's wastewater projects. Councilwoman Wirkkala expressed concern about moving from the planned lagoon system to a mechanical plant study. James Bledsoe explained that the \$48,000 study would provide detailed cost estimates, clarify contingencies, and help the Council decide whether to expand the lagoon system or transition to a mechanical plant, guiding future budgeting.

Jordan Crane added that the City was pursuing the lagoon and mechanical plant projects in parallel, providing flexibility to switch to a mechanical plant if an industry comes in or to continue with the lagoon system if a large grant is secured.

Councilman Harjo stated that in January, Keller and Associates had presented the declining balance tool and 20-year life cycle costs, showing the lagoons at a projected \$80 million and a mechanical plant at \$140–\$155 million over 20 years. He emphasized that the current discussion was not a decision to choose either option but to provide detailed data to guide future decisions.

There was a discussion between Councilwoman Garvey and James Bledsoe about staying with the current lagoon system versus the mechanical plant.

Councilwoman Wirkkala said that maybe they could table this as she would like to talk with the Economic Council Minutes – October 14, 2025

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Developer to see if he's had any conversations with potential industry that would be interested in coming to town if we had a mechanical treatment plant.

Councilman Harjo thanked James Bledsoe and his team, noting that while other city projects offered useful references, Mountain Home's needs required a tailored approach. He said the task order would help define local factors and costs for treatment options and recalled that a mechanical plant had been discussed as early as 2015. He asked how many equivalent dwelling units (EDUs) a 1-million-gallon-per-day mechanical plant could support compared to the planned lagoon expansion.

James Bledsoe responded that, based on current flows of about 1.8 million gallons per day, a 1-million-gallon-per-day mechanical plant phase would serve roughly half the City of Mountain Home.

There was continued discussion regarding projects that other cities had pursued based on a meeting at the Association of Idaho Cities.

Councilman Brennan said that he won't be supporting the lagoon systems any further as he's been an advocate for the mechanical plant for a long time. He continued to say that if they went down that road any further, they would come to regret it.

Councilman Brennan made a motion to approve Task Order 033 for Mechanical Wastewater Treatment Plant Phase 1 Concept. Councilman Harjo seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilman Brennan; aye, Councilwoman Wirkkala; nay, Councilwoman Garvey; aye. The motion passed by majority vote.

There was a discussion between Mayor Sykes, James Bledsoe, Geoff Schroder about impact fees, mitigation fees, and connection fees.

3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts for annexation with conditions.

Councilwoman Wirkkala said that a citizen had asked about the status of the Smith Road sewer line and who is responsible for paying for it, and she wanted that answered on the record.

Geoff Schroder said that it was on the developer.

Councilman Harjo made a motion to approve deliberation/decision on Planning and Zoning Commission recommendation and Finding of Facts for annexation with conditions. Councilwoman Garvey seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Garvey; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye. The motion passed by unanimous vote.

4) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to zone R-4 with PUD entitled "Blue Yonder West," with conditions.

Councilman Brennan said this was the first time he had seen the City consult an engineering firm familiar with the water system to provide recommendations for development approval. He expressed excitement that those recommendations were included in the Findings of Fact and emphasized the importance of continuing to rely on professional insight for future approvals.

Councilman Harjo made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to zone R-4 with PUD entitled "Blue Yonder West," with conditions. Councilwoman Garvey seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Garvey; aye, Councilman Harjo; aye, Councilwoman Wirkkala; aye. The motion passed by unanimous vote.

5) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts preliminary plat "Blue Yonder West" with conditions.

Councilwoman Garvey made a motion to approve deliberation/decision on Planning and Zoning Commission Council Minutes – October 14, 2025

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recommendation and Finding of Facts preliminary plat "Blue Yonder West" with conditions with the addition of Keller and Associates report for the location of the manhole. Councilman Harjo seconded the motion.

Councilman Brennan asked if there was a representative for the development present as he had a question about the legal status of Autumn Road. He asked if the developer had attempted to get any legal status or access to that.

Geoff Schroeder, City Attorney, explained that the area in question is a private easement serving only the adjoining property owners west of Autumn Road. While it is not gated and can be driven on, it is not public or district property, and its use is limited to those property owners as specified in their deeds.

There was a discussion between Councilman Brennan and Geoff Schroeder about the location of the road and the purpose of the road and its easement access.

Mayor Sykes reminded everyone that there was a motion and a second and called for the question. The vote goes as follows: Councilman Harjo; aye, Councilwoman Wirkkala; aye, Councilwoman Garvey; aye, Councilman Brennan; aye. The motion passed by unanimous vote.

#### FINAL COMMENTS

Councilman Harjo addressed a comment made in a public forum related to the upcoming election, that alleged that a current City Councilmember or their spouse was involved in communication of inappropriate nature. He said that he wanted it on the record that it was not himself or his spouse.

Councilwoman Wirkkala said that at their last meeting, the civic group service agreements were tabled and they did not make it onto this agenda.

Tiffany Belt said that the would come before the Council at the next meeting as there were some challenges.

Councilwoman Wirkkala asked if once Mr. Warner was contacted if the results of that could be emailed to the Council. She also clarified why she voted no on Number 11, she did not think that it was a bad idea, she just really wanted to get a perspective from the Economic Developer on what is deterring industry from coming to Mountain Home.

Mayor Sykes said that Homecoming was great and that the football team won! He also mentioned that Spooktacular is coming up on October 24<sup>th</sup>.

Councilman Harjo asked for a brief explanation for the Fire Department memo.

#### ADJOURN

There being no further business to come before the Council, the meeting was adjourned at 7:13 p.m. by orders from Mayor Sykes.

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Rich Sykes, Mayor

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

Council Minutes – October 14, 2025



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**MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING  
CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO**

**Live Stream Viewing:  
<https://www.youtube.com/c/MountainHomelIdaho>**

**Tuesday, September 16th, 2025, at 5:30 PM**

**ESTABLISH A QUORUM**

Chairperson Kristopher Wallaert noted a quorum present and called the September 16, 2025, Regular Meeting of the Planning and Zoning Commission to order. Attending were Planning and Zoning Commission Members, William Roeder, Rob McCormick, Cristina Drake, Erika Pedroza, and Kristopher Wallaert.

Staff members attending were Senior City Planner Brenda Ellis, City Planner Nicole Coffey, Building Official Hank Patrick, and Legal Counsel Geoff Schroeder.

**MINUTES**

\*August 19, 2025

Commission Member William Roeder made a motion to approve the August 19th, 2025, minutes. Commission Member Cristina Drake seconded the motion. All in favor; aye. The motion passed by a unanimous vote.

**RECOGNIZING PERSONS NOT ON THE AGENDA**

\*None

**CONFLICT OF INTEREST DECLARATION**

- \* Does any Commissioner, Commissioner's employer, or Commissioner's family member have an economic interest in any matter on the agenda? (Idaho Code 67-6506) - None
- \* Have any Commissioners received communications or engaged in discussions regarding matters on this agenda outside of this meeting? - \*None

**PUBLIC HEARING AND ACTION**

**\*Action Item – Rezone to C-3 Planned Unit Development – Albatross Greens Subdivision – StudioH Architects**

on a request by Studio H Architects on behalf of Ethridge Development, LLC, to rezone to C-3 Planned Unit Development for the proposed Albatross Greens Subdivision. The property is owned by Mark Russell. The rezone to C-3 Planned Unit Development will consist of a total of approximately three point six seven (3.67) acres. The development will consist of twenty-nine (29) total lots, containing twenty-four (24) single-family townhome lots, four common lots, and one restricted lot. The townhomes will be two stories, have individual footprints of approximately 1,375 square feet and include a two-car garage. They will be designed in clusters of 4-5 attached units in a modern and appealing design. The common lots will be owned by the HOA, designated for community space that will include a fire pit, a grill, and open green space, additional parking, and water collection areas. The development is seeking a range of lot size of

2,300-5,300 sq. ft., lots will be approximately 25' wide and 70'-100' deep, with fifteen-foot (15') front yard setbacks, ten-foot (10') rear yard setbacks, interior side setbacks of zero (0) feet, street side yards of fifteen (15) feet, and a maximum building height of thirty feet (30'). A twenty-six foot (26') wide two-way road will serve the property. The road will be private and constructed within the proposed thirty-three-foot (33') easement with a five-foot (5') sidewalk on the east side of the private drive. The development will be designed and landscaped with drought tolerant plantings. This development is in the Special Flood Hazard Area and will be built to the applicable floodplain standards. The parcel of land is located on the south side of East 8<sup>th</sup> North addressed as 2155 East 8<sup>th</sup> North Street, situated south of the golf course, east of the Willow Creek townhomes, west of the Elmore County Sheriff Station, and north of undeveloped land. (RPA3S07E303635) (PZ-25-21 PUD)

#### Staff Report Given

Todd Lakey Land Use attorney with Borton-Lakey Law representing StudioH Architects gave a presentation regarding Albatross Greens Subdivision proposed development. This parcel does have a portion in the flood way. They development plans to use the flood way zone as open space. This development will be townhomes with attached garages.

#### Public Hearing Open

Debbie Swearington a citizen that lives in Willow Creek Townhomes spoke regarding the traffic that would increase on that road.

Jeff Bates a citizen that lives in the Willow Creek Townhomes and the HOA present spoke regarding the current fence that would separate the two properties. Jeff repairs and maintains the fence and is concerned that he wouldn't be able to access the fence on that side.

#### Public Hearing Closed

Todd Lakey came back up to address the concerns the citizens have. Traffic is hard to control but for the fence there will be CCNR's in place where the residents cannot put anything on the fence that abuts the Willow Creek Townhomes. The development will have their own fence and will allow Jeff to come over and repair the Willow Creek Townhomes fence.

Commission Member Rob McCormick motioned to approve PZ-25-21 the rezone to C3 PUD for Albatross Greens Subdivision. Commission Member William Roeder seconded the motion. The vote goes as follows: Commission Member McCormick; aye, Commission Member Roeder; aye, Commission Member Drake; aye, Commission Member Pedroza; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

**\*Action Item – Preliminary Plat – Albatross Greens Subdivision – StudioH Architects**  
on a request by Studio H Architects on behalf of Ethridge Development, LLC, for a Preliminary Plat approval for the proposed Albatross Greens Subdivision. The property is owned by Mark Russell. The Preliminary Plat for the proposed Albatross Greens Subdivision, will consist of a total of approximately three point six seven (3.67) acres. The development will consist of twenty-nine (29) total lots, containing twenty-four (24) single-family townhome lots, four common lots, and one restricted lot. The townhomes will be two stories, have individual footprints of approximately 1,375 square feet and include a two-car garage. They will be designed in clusters of 4-5 attached units in a modern and appealing design. The common lots will be owned by the HOA, designated for community space that will include a fire pit, a grill, and open green space, additional parking, and water collection areas. The development is seeking a range of lot size of 2,300-5,300 sq. ft., lots will be approximately 25' wide and 70'-100' deep, with fifteen-foot (15') front yard setbacks, ten-foot (10') rear yard setbacks, interior side setbacks of zero (0) feet, street side yards of fifteen (15) feet, and a maximum building height of thirty feet (30'). A twenty-six foot (26') wide two-way road will serve the property. The road will be private and constructed within the proposed thirty-three-foot (33') easement with a five-foot (5') sidewalk on the east side of the private drive. The development will be designed and landscaped with drought tolerant plantings. This

development is in the Special Flood Hazard Area and will be built to the applicable floodplain standards. The parcel of land is located on the south side of East 8<sup>th</sup> North addressed as 2155 East 8<sup>th</sup> North Street, situated south of the golf course, east of the Willow Creek townhomes, west of the Elmore County Sheriff Station, and north of undeveloped land. (RPA3S07E303635) (PZ-25-20 PPLAT)

Public Hearing Open

Public Hearing Closed

Chairman Krisopher Wallaert mentioned the letter from Keller and Associates regarding the sewer trunk line in the area is reaching its capacity.

Commission Member Cristina Drake asked about the parking in the development. There will be no street parking per the request of the Fire Marshall so the development will be providing parking in other places inside the development plus the driveways to the homes.

Commission Member William Roeder motioned to approve PZ-25-20 the request to approve the Preliminary Plat for Albatross Greens Subdivision. Commission Member Rob McCormick seconded the motion. The vote goes as follows: Commission Member Pedroza; aye, Commission Member Drake; aye, Commission Member Roeder; aye, Commission Member McCormick; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

## **NEW BUSINESS**

### **\*Action Items - Preliminary Plat Extension Request-Kaysa Cruse-10<sup>th</sup> Street Neighborhood Preliminary Plat**

A request by Kaysa Cruse for approval of a preliminary plat extension request of the 10<sup>th</sup> Street Neighborhood Preliminary Plat (PZ-24-47). The Preliminary Plat consisting of 14.37 acres located on South 10<sup>th</sup> East Street (Daniels Road). The plat consists of eighty-two (82) residential single-family homes, seven (7) townhomes, seven (7) live-work townhomes, and eighteen (18) apartments. In total the requested preliminary plat consists of one hundred-fourteen (114) residential dwellings, included in the plat is a community storage facility, Commercial/office building, Community Building, daycare, playground, sports court, and activity field. (PZ-25-29)

Commission Member Cristina Drake motioned to approve PZ-25-29 the request to approve the Preliminary Plat Extension for Kysa Cruse. Commission Member William Roeder seconded the motion. The vote goes as follows: Commission Member McCormick; aye, Commission Member Roeder; aye, Commission Member Drake; aye, Commission Member Pedroza; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

## **OLD BUSINESS**

### **\* Action Item – Findings of Fact - Annex and Zone R-4 – Open Door Rentals/Endurance Holdings**

A request by Bonnie Layton of NV5 on behalf of Open Door Rentals, LLC. /Endurance Holdings, LLC, to annex and zone to R-4 a forty (40) +/- acre parcel of land, and all of that portion of Smith Road that fronts this parcel. (RP03S06E356610) (PZ-25-11)

Commission Member William Roeder motioned to approve the Findings of Facts for Open Door Rentals/Endurance Holdings to Annex and Zone R-4 PZ-25-11. Member Rob McCormick seconded the motion. The vote goes as follows: Commission Member McCormick; aye, Commission Member Roeder; aye, Commission Member Drake; aye, Commission Member Pedroza; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

### **\*Action Item – Findings of Fact - Rezone to R-4 Planned Unit Development – Blue Yonder West Subdivision - Open Door Rentals/Endurance Holdings**

Findings of Fact following the Public Hearing held on August 19, 2025, on the request by Bonnie Layton of NV5 on behalf of Open Door Rentals, LLC. /Endurance Holdings, LLC. On the request rezone to R-4

Planned Unit Development for the Blue Yonder West Subdivision. (RPA3S06E354855 and RP03S06E356610) (PZ-25-10)

Commission Member William Roeder motioned to approve the Findings of Facts for Blue Yonder West Annex and rezone to R-4 PUD PZ-25-10. Member Rob McCormick seconded the motion. The vote goes as follows: Commission Member Pedroza; aye, Commission Member Drake; aye, Commission Member Roeder; aye, Commission Member McCormick; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

**\*Action Item – Findings of Fact - Preliminary Plat – Blue Yonder West Subdivision - Open Door Rentals/Endurance Holdings**

Findings of Fact following the Public Hearing held on August 19, 2025, on the request by Bonnie Layton of NV5 on behalf of Open Door Rentals, LLC. /Endurance Holdings, LLC. for the approval of a preliminary plat for the Blue Yonder West Subdivision (RPA3S06E354855 and RP03S06E356610) (PZ-25-12)

Commission Member William Roeder motioned to approve the Findings of Facts for Blue Yonder West Preliminary Plat PZ-25-12. Member Rob McCormick seconded the motion. The vote goes as follows: Commission Member McCormick; aye, Commission Member Roeder; aye, Commission Member Drake; aye, Commission Member Pedroza; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

**\*Action Item – Findings of Fact - Amend R-4 Planned Unit Development – Turner House Depot – Ginn Group**

Findings of Fact following the Public Hearing held on August 19, 2025, on the request by Ginn Group, LLC. to amend the previously approved Planned Unit Development (PUD PZ-21-27) of Tuner House Depot. (New PUD Application Number PZ-24-31).

Commission Member William Roeder motioned to approve the Findings of Facts for Turner House Depot Ginn Group to Amend R-4 PUD PZ-24-31. Member Rob McCormick seconded the motion. The vote goes as follows: Commission Member Pedroza; aye, Commission Member Drake; aye, Commission Member Roeder; aye, Commission Member McCormick; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

**\*Action Item – Findings of Fact - Amend Preliminary Plat – Turner House Depot – Ginn Group**

Findings of Fact following the Public Hearing held on August 19, 2025, on the request by Ginn Group, LLC. to amend the previously approved Preliminary Plat (PPLAT) (PZ-21-28) of Tuner House Depot. (New PPLAT Application number PZ-24-30)

Commission Member William Roeder motioned to approve the Findings of Facts for Turner House Depot Ginn Group Preliminary Plat PZ-24-30. Member Rob McCormick seconded the motion. The vote goes as follows: Commission Member Drake; aye, Commission Member Roeder; aye, Commission Member Pedroza; aye, Commission Member McCormick; aye, and Chairman Wallaert; aye. The motion passed by a unanimous vote.

Chairman Kristopher Wallaert asked Building Official Hank Patrick when the last flood survey was done for that area. Last survey done was March 13, 1994. The new one should be available October 2025.

**DEPARTMENT HEAD ITEMS**

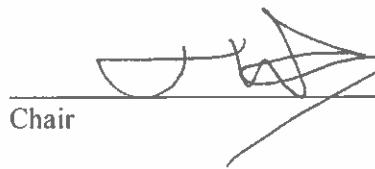
- \* Monthly Building Permit Report – August 2025
- \*Monthly Code Enforcement Report – August 2025
- \*Monthly GIS Report – August 2025

**ITEMS REQUESTED BY COMMISSIONERS/STAFF**

**\*None**

**ADJOURN**

Chairperson Kristopher Wallaert adjourned the meeting at 6:06 p.m.



Chair

## 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>ADMINISTRATION</b>							
<b>01-415-31-00 Billing-Postage-Meter Expense</b>							
1610	Wells Fargo Remittance Center	OCT-2025	monthly Statement (City Hall)	10/15/2025	10.48	00	
Total 01-415-31-00 Billing-Postage-Meter Expense:					10.48	00	
<b>01-415-34-00 Telephone/Internet</b>							
8078	DataTel	DG-7388	monthly statement - museum	10/02/2025	77.08	00	
8078	DataTel	DG-7388	monthly statement - city hall	10/02/2025	463.68	00	
Total 01-415-34-00 Telephone/Internet:					540.76	00	
<b>01-415-35-00 Utilities-City Hall</b>							
819	Intermountain Gas Co	OCT-2025	Monthly Statement (City Hall)	10/16/2025	39.47	00	
Total 01-415-35-00 Utilities-City Hall:					39.47	00	
<b>01-415-35-10 Utilities-Museum</b>							
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Museum)	10/16/2025	25.17	00	
Total 01-415-35-10 Utilities-Museum:					25.17	00	
<b>01-415-35-20 Utilities-Training Center</b>							
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Training)	10/16/2025	15.45	00	
Total 01-415-35-20 Utilities-Training Center:					15.45	00	
<b>01-415-37-00 Repairs &amp; Maint-Auto</b>							
4184	Commercial Tire	35-95771	battery, battery terminal service	10/15/2025	163.90	00	
Total 01-415-37-00 Repairs & Maint-Auto:					163.90	00	
<b>01-415-40-00 Repair&amp;Maint-Bldgs &amp; Grnds</b>							
10641	Julie Art Design	W113	window painting @ city hall	10/28/2025	450.00	00	
1430	Standard Plumbing Supply Co	ZKJW29	hanging hook	10/10/2025	8.49	00	
Total 01-415-40-00 Repair&Maint-Bldgs & Grnds:					458.49	00	
<b>01-415-40-05 Repairs&amp;Maint-Training Center</b>							
987	Master Electric Inc	17309	replace LED light, weather proof b	10/04/2025	395.70	00	
Total 01-415-40-05 Repairs&Maint-Training Center:					395.70	00	
<b>01-415-43-00 Computer Software/Support</b>							
12420	CivicPlus	353596	platform integration annual fee, im	10/21/2025	3,349.31	00	
8554	MCCI	RN25353	annual laserfiche support contract	10/14/2025	2,460.67	00	
Total 01-415-43-00 Computer Software/Support:					5,809.98	00	
<b>01-415-43-05 IT Contract</b>							
12288	Kaseya US, LLC	CI_1704436	365 endpoint pro, user, premium u	10/01/2025	2,289.43	00	
12157	Treasure Valley Technical Solution	R-2025-0094	microsoft 365 business standard,	10/01/2025	1,813.40	00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total 01-415-43-05 IT Contract:		4,102.83	.00	
<b>01-415-52-00 Supplies</b>							
12390	Mount Olympus	24331615 1011	water	10/11/2025	170.85	.00	
1430	Standard Plumbing Supply Co	ZJJP99	big ben bender	10/01/2025	41.99	.00	
1430	Standard Plumbing Supply Co	ZKBJ13	hole EMT strap	10/08/2025	15.16	.00	
1430	Standard Plumbing Supply Co	ZKBN53	fast charger, battery	10/08/2025	361.16	.00	
			Total 01-415-52-00 Supplies:		589.16	.00	
<b>01-415-55-00 Printing/Publications</b>							
2491	EI-Wyhee Hi-Lites	59243	annual membership	10/03/2025	319.00	.00	
			Total 01-415-55-00 Printing/Publications:		319.00	.00	
<b>01-415-55-25 Website Maintenance</b>							
12420	CivicPlus	352936	social media archiving subscriptio	10/01/2025	5,981.51	.00	
			Total 01-415-55-25 Website Maintenance:		5,981.51	.00	
<b>01-415-56-00 Meetings Schools &amp; Dues</b>							
12556	Alumbaugh, Randy	OCT-2025	mileage: sept & oct	10/22/2025	16.54	.00	
6516	ASCAP	OCT-2026	license fees	10/01/2025	453.25	.00	
10734	Treasure Valley Partnership	2512	membership dues	10/08/2025	1,598.00	.00	
			Total 01-415-56-00 Meetings Schools & Dues:		2,067.79	.00	
<b>01-415-61-05 Special Event(AFAD, Retr. etc)</b>							
12668	Sessions, Senem	OCT-2025	santa	10/15/2025	432.00	.00	
1430	Standard Plumbing Supply Co	ZLNW92	dowel, zip ties	10/22/2025	29.77	.00	
			Total 01-415-61-05 Special Event(AFAD, Retr. etc):		461.77	.00	
<b>01-415-84-00 Fingerprint Processing</b>							
789	Idaho State Police	OCT-2025	FBI fingerprint processing	10/06/2025	33.25	.00	
			Total 01-415-84-00 Fingerprint Processing:		33.25	.00	
			Total ADMINISTRATION		21,014.71	.00	
<b>DEVELOPMENT SERVICES</b>							
<b>01-416-34-00 Telephone/Internet</b>							
8078	DataTel	DG-7388	monthly statement - dev serv	10/02/2025	192.01	.00	
			Total 01-416-34-00 Telephone/Internet:		192.01	.00	
<b>01-416-43-00 Computer Maint/Software</b>							
285	Caselle Inc	INV-11350	monthly contract support	10/01/2025	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	ZJM463	power strip	10/02/2025	16.99	.00	
			Total 01-416-52-00 Supplies:		16.99	.00	

City of Mountain Home Page: 3  
 Payment Approval Report - Council  
 Report dates: 10/15/2025-10/23/2025 Oct 23, 2025 10:27AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>01-416-53-00 Uniforms/Safety Clothing Items</b>							
7488	Sonnentag, Stephanie	OCT-2025	embroidery	10/04/2025	327.00	.00	
Total 01-416-53-00 Uniforms/Safety Clothing Items:					327.00	.00	
<b>01-416-62-00 Planning &amp; Zoning Expenses</b>							
11663	Drake, Cristina	OCT-2025	planning & zoning meeting	10/21/2025	60.00	.00	
12178	McCormick, Robert	OCT-2025	Planning & Zoning meeting	10/21/2025	60.00	.00	
12655	Pedroza, Erika	OCT-2025	planning & zoning meeting	10/21/2025	60.00	.00	
11086	Roeder, William	OCT-2025	planning & zoning meeting	10/21/2025	60.00	.00	
8778	Wallaert, Kristopher	OCT-2025	planning & zoning meeting	10/21/2025	60.00	.00	
Total 01-416-62-00 Planning & Zoning Expenses:					300.00	.00	
Total DEVELOPMENT SERVICES:					1,411.25	.00	
<b>POLICE</b>							
<b>01-421-25-00 Dispatch Contract Services</b>							
492	Elmore County	OCT-2025	dispatch agreement	10/01/2025	78,455.55	.00	
Total 01-421-25-00 Dispatch Contract Services:					78,455.55	.00	
<b>01-421-31-00 Postage</b>							
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Police)	10/15/2025	14.74	.00	
Total 01-421-31-00 Postage:					14.74	.00	
<b>01-421-32-00 Immunizations/Testing</b>							
12210	Sombke, Chad, Ph. D.	OCT-2025	pre-employment evaluation	10/01/2025	500.00	.00	
Total 01-421-32-00 Immunizations/Testing:					500.00	.00	
<b>01-421-34-00 Telephone/Internet</b>							
1284	Century Link	OCT-2025	Monthly Statement (Police)	10/01/2025	85.73	.00	
1284	Century Link	OCT-2025	Monthly Statement (Police Long D)	10/01/2025	.54	.00	
8078	DataTel	DG-7388	monthly statement - police	10/02/2025	570.03	.00	
Total 01-421-34-00 Telephone/Internet:					656.30	.00	
<b>01-421-35-00 Utilities</b>							
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Police Dept)	10/16/2025	40.60	.00	
Total 01-421-35-00 Utilities:					40.60	.00	
<b>01-421-36-10 ILETS-Access &amp; Usage Fee</b>							
789	Idaho State Police	IN3719	ILETS access fee	10/01/2025	3,231.25	.00	
Total 01-421-36-10 ILETS-Access & Usage Fee:					3,231.25	.00	
<b>01-421-36-20 Software Licensing</b>							
520	Executive Information Svcs Inc	EISMN000060	annual support, RMS, ILETS, MD	10/01/2025	9,614.00	.00	
10684	Motorola Solutions, Inc.	1187157484	flex records delivery services	10/09/2025	637.50	.00	
Total 01-421-36-20 Software Licensing:					10,251.50	.00	
<b>01-421-37-00 Repairs &amp; Maint - Auto</b>							
8936	AutoZone	04127854516	bulbs	10/20/2025	47.49	.00	
4184	Commercial Tire	35-95777	computerized alignment only	10/15/2025	129.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4184	Commercial Tire	35-95815	tires, balance, mount & dismount,	10/20/2025	729.80	.00	
1037	Mountain Home Auto Ranch	289738	repair vehicle, parts, labor	10/07/2025	185.00	.00	
6353	O'Reilly Auto Parts	3014-100487	oil filter	10/01/2025	10.19	.00	
6353	O'Reilly Auto Parts	3014-100544	brake pads	10/01/2025	46.60	.00	
6353	O'Reilly Auto Parts	3014-100649	oil filter, oil	10/02/2025	35.92	.00	
6353	O'Reilly Auto Parts	3014-101362	oil filter, oil	10/06/2025	45.67	.00	
6353	O'Reilly Auto Parts	3014-101522	oil filter, capsule	10/07/2025	19.06	.00	
6353	O'Reilly Auto Parts	3014-102836	oil filter	10/15/2025	10.19	.00	
6353	O'Reilly Auto Parts	3014-103597	oil filter	10/20/2025	10.19	.00	
Total 01-421-37-00 Repairs & Maint - Auto:					1,270.06	.00	
<b>01-421-40-00 Repairs &amp; Maint - Building</b>							
1430	Standard Plumbing Supply Co	ZJL005	cover cap	10/01/2025	8.65	.00	
Total 01-421-40-00 Repairs & Maint - Building					8.65	.00	
<b>01-421-40-30 Janitorial Service</b>							
11363	Reyes, Sofia	10202025	janitorial services	10/20/2025	1,319.00	.00	
Total 01-421-40-30 Janitorial Service					1,319.00	.00	
<b>01-421-53-00 Uniforms and accessories</b>							
5371	Galls, LLC	032605160	boots	10/20/2025	246.49	.00	
5371	Galls, LLC	0362623491	shirt, trousers, boots	10/23/2025	130.99	.00	
961	LN Curtis & Sons	INV1000550	boots, tie	10/16/2025	178.41	.00	
961	LN Curtis & Sons	INV1001096	shirts, emblems	10/17/2025	361.47	.00	
961	LN Curtis & Sons	INV999133	pants, alterations	10/13/2025	242.90	.00	
10654	The Tiny Closet	D16356	shirt, embroidery	10/10/2025	35.00	.00	
Total 01-421-53-00 Uniforms and accessories					1,195.26	.00	
<b>01-421-56-00 Meetings, Schools &amp; Dues</b>							
789	Idaho State Police	IN3750	Firearms instructor course: corea	10/14/2025	1,250.00	.00	
1051	Mountain Home Police Assoc	OCT-2025	candy for training	10/08/2025	121.80	.00	
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Police)	10/15/2025	174.17	.00	
Total 01-421-56-00 Meetings, Schools & Dues					1,545.97	.00	
<b>01-421-84-00 Special Events</b>							
1051	Mountain Home Police Assoc	OCT-2025	candy for spooktakular	10/08/2025	877.35	.00	
Total 01-421-84-00 Special Events					877.35	.00	
<b>01-421-99-00 Capital Outlay - Over \$5000</b>							
818	Intermountain Communications	AR13907	radio, mounting bracket, power, c	10/07/2025	921.40	.00	
Total 01-421-99-00 Capital Outlay - Over \$5000					921.40	.00	
<b>01-421-99-30 Capital Outlay</b>							
6720	Mountain West Bank	38092858039	first payment, documentation fee	10/01/2025	147,833.98	147,833.98	10/17/2025
Total 01-421-99-30 Capital Outlay					147,833.98	147,833.98	
Total POLICE					248,121.61	147,833.98	

**ANIMAL CONTROL**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>01-422-34-00 Telephone/Internet</b>							
8078	DataTel	DG-7388	monthly statement - animal shelte	10/02/2025	133.29	.00	
Total 01-422-34-00 Telephone/Internet:					133.29	.00	
<b>01-422-35-00 Utilities</b>							
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Animal Shelte	10/16/2025	31.46	.00	
Total 01-422-35-00 Utilities:					31.46	.00	
<b>01-422-40-00 Repairs &amp; Maint - Building</b>							
12015	Big E's Services, LLC	838	extend fence, materials, labor	10/09/2025	925.00	.00	
Total 01-422-40-00 Repairs & Maint - Building:					925.00	.00	
<b>01-422-67-00 Animal Supplies</b>							
2432	Hill's Pet Nutrition Sales	254818375	cat, kitten, puppy & dog food	10/06/2025	166.70	.00	
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Animal Shelte	10/15/2025	203.95	.00	
Total 01-422-67-00 Animal Supplies:					370.65	.00	
Total ANIMAL CONTROL:					1,460.40	.00	
<b>FIRE DEPARTMENT</b>							
<b>01-423-34-00 Telephone/Internet</b>							
8078	DataTel	DG-7388	monthly statement - fire	10/02/2025	88.04	.00	
Total 01-423-34-00 Telephone/Internet:					88.04	.00	
<b>01-423-35-00 Utilities</b>							
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Fire Dept)	10/16/2025	48.05	.00	
Total 01-423-35-00 Utilities:					48.05	.00	
<b>01-423-36-00 Repairs &amp; Maint - Equipment</b>							
203	Boise Office Equipment Inc	IN5047688	monthly overage charge	10/13/2025	156.31	.00	
203	Boise Office Equipment Inc	IN5060566	monthly contract base rate	10/21/2025	52.62	.00	
7599	SeaWestern	INV47314	blowhard misting ring	10/01/2025	325.00	.00	
1430	Standard Plumbing Supply Co	ZKGN23	screws	10/09/2025	28.99	.00	
1430	Standard Plumbing Supply Co	ZLLT08	duct tape, paracord, amazing goo	10/21/2025	45.86	.00	
Total 01-423-36-00 Repairs & Maint - Equipment:					608.78	.00	
<b>01-423-37-00 Repairs &amp; Maint - Trucks</b>							
720	Hughes Fire Equipment Inc	631529	repairs to Tower 1	10/21/2025	1,016.01	.00	
720	Hughes Fire Equipment Inc	631530	repairs to Engine 8	10/21/2025	742.08	.00	
720	Hughes Fire Equipment Inc	631531	repairs to Engine 9	10/21/2025	742.08	.00	
720	Hughes Fire Equipment Inc	631532	repairs to Engine 12	10/21/2025	737.31	.00	
Total 01-423-37-00 Repairs & Maint - Trucks:					3,237.48	.00	
<b>01-423-43-00 Computer Maintenance/Software</b>							
12674	Emergent Health Care Solutions	24-192	fleet, tactical board & checklists, i	10/22/2025	285.00	.00	
Total 01-423-43-00 Computer Maintenance/Software:					285.00	.00	
<b>01-423-53-00 Uniforms/Safety Clothing Items</b>							
7599	SeaWestern	INV47385	gauntlet cuff, shipping	10/06/2025	148.89	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total 01-423-53-00 Uniforms/Safety Clothing Items		148.89	.00	
01-423-56-00	Meetings, Schools & Dues						
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Fire)	10/15/2025	161.31	.00	
			Total 01-423-56-00 Meetings, Schools & Dues		161.31	.00	
01-423-64-00	Fire Prevention Program						
5517	Signs Etc.	55464	food truck inspection stickers	10/10/2025	205.12	.00	
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Fire)	10/15/2025	1,551.25	.00	
			Total 01-423-64-00 Fire Prevention Program		1,756.37	.00	
			Total FIRE DEPARTMENT		6,333.92	.00	
<b>PARKS DEPARTMENT</b>							
01-438-33-00	Gas & Oil						
692	Hiler Bros. Co	071715	Fuel	10/01/2025	62.49	.00	
			Total 01-438-33-00 Gas & Oil:		62.49	.00	
01-438-34-00	Telephone/Internet						
8078	DataTel	DG-7388	monthly statement - park	10/02/2025	104.40	.00	
			Total 01-438-34-00 Telephone/Internet:		104.40	.00	
01-438-35-00	Utilities						
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Parks)	10/16/2025	45.19	.00	
			Total 01-438-35-00 Utilities:		45.19	.00	
01-438-37-00	Repairs & Maint - Trucks						
6353	O'Reilly Auto Parts	3014-102893	wipers	10/15/2025	28.78	.00	
			Total 01-438-37-00 Repairs & Maint - Trucks:		28.78	.00	
01-438-38-00	Portable Service Contract						
8029	United Site Services	114-14139006	portable restroom service - richard	10/08/2025	115.00	.00	
8029	United Site Services	114-14140797	portable restroom service - basqu	10/13/2025	115.00	.00	
8029	United Site Services	114-14140799	portable restroom service - carl m	10/13/2025	155.00	.00	
8029	United Site Services	114-14140800	portable restroom service - legac	10/13/2025	345.00	.00	
8029	United Site Services	114-14140801	portable restroom service - railroa	10/13/2025	165.00	.00	
8029	United Site Services	114-14140802	portable restroom service - railroa	10/13/2025	155.00	.00	
8029	United Site Services	114-14140803	portable restroom service - stonet	10/13/2025	115.00	.00	
8029	United Site Services	114-14140804	portable restroom service - legac	10/13/2025	135.00	.00	
8029	United Site Services	114-14140805	portable restroom service - legac	10/13/2025	115.00	.00	
8029	United Site Services	114-14140806	portable restroom service - rosew	10/13/2025	115.00	.00	
8029	United Site Services	114-14140807	portable restroom service - railroa	10/13/2025	155.00	.00	
			Total 01-438-38-00 Portable Service Contract:		1,685.00	.00	
01-438-40-00	Repairs & Maint - Bldgs & Grnd						
6	A to Z Lumber Co	125450	bolts, nuts	10/14/2025	6.87	.00	
6	A to Z Lumber Co	125457	screws	10/16/2025	17.49	.00	
6	A to Z Lumber Co	125465	restroom signs	10/17/2025	3.76	.00	
2599	Agri-Lines Irrigation Inc	INV145958	caps, adapters, pipe	10/07/2025	34.70	.00	
2599	Agri-Lines Irrigation Inc	INV146006	cap slip	10/09/2025	3.73	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3265	Cintas Corporation	4245181761	refill soap, toilet tissue, papertowe	10/01/2025	95.69	.00	
3265	Cintas Corporation	4245181779	refill soap, toilet tissue, papertowe	10/01/2025	95.69	.00	
3265	Cintas Corporation	4245181800	refill soap, toilet tissue, papertowe	10/01/2025	95.69	.00	
3265	Cintas Corporation	4246639771	refill soap, toilet tissue, papertowe	10/15/2025	95.69	.00	
3265	Cintas Corporation	4246639823	refill soap, toilet tissue, papertowe	10/15/2025	95.69	.00	
3265	Cintas Corporation	4246639907	refill soap, toilet tissue, papertowe	10/15/2025	95.69	.00	
848	J & J Heating & Cooling	3609	repair outlets on pavilion, material,	10/07/2025	368.64	.00	
987	Master Electric Inc	17317	convert light fixtures to LED, mate	10/14/2025	436.28	.00	
12277	Pilkin Forest Nursery	11391	trees	10/07/2025	1,774.47	.00	
1430	Standard Plumbing Supply Co	ZJJ980	sprinklers	10/01/2025	90.00	.00	
1430	Standard Plumbing Supply Co	ZJZB43	hose clamps	10/07/2025	8.58	.00	
1430	Standard Plumbing Supply Co	ZLCV98	mag nut set, nuts, bolts, wood	10/17/2025	104.92	.00	
1430	Standard Plumbing Supply Co	ZLG121	braid roll	10/20/2025	6.29	.00	
1653	Yard Creations	5707856	tree posts, stretch tie	10/08/2025	70.00	.00	
Total 01-438-40-00 Repairs & Maint - Bldgs & Grnd:					3,499.87	.00	
<b>01-438-43-00 Computer Maint/Software</b>							
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Parks)	10/15/2025	51.98	.00	
Total 01-438-43-00 Computer Maint/Software:					51.98	.00	
<b>01-438-53-00 Uniform/Safety Clothing Items</b>							
12276	Alvarez, Jesus	OCT-2025	reimburse: clothes for work	10/05/2025	42.39	.00	
Total 01-438-53-00 Uniform/Safety Clothing Items:					42.39	.00	
<b>01-438-72-00 Tools &amp; Supplies</b>							
1430	Standard Plumbing Supply Co	ZJNP82	tie down	10/02/2025	19.99	.00	
1430	Standard Plumbing Supply Co	ZKK648	hex wrench	10/10/2025	8.79	.00	
Total 01-438-72-00 Tools & Supplies:					28.78	.00	
Total PARKS DEPARTMENT:					5,548.88	.00	
Total GENERAL FUND:					283,890.77	147,833.98	
<b>STREET DEPARTMENT</b>							
<b>STREET DEPARTMENT</b>							
<b>02-431-23-20 Street Patching</b>							
8282	Suncore Construction & Materials,	004CINV00000	asphalt	10/06/2025	754.74	.00	
8282	Suncore Construction & Materials,	004CINV00000	asphalt	10/07/2025	760.41	.00	
Total 02-431-23-20 Street Patching:					1,515.15	.00	
<b>02-431-24-10 Right of Way Improv-Sidewalks</b>							
1659	Ytuarate Concrete	1970	concrete repairs @ E 11th N & N	10/13/2025	10,860.00	.00	
Total 02-431-24-10 Right of Way Improv-Sidewalks:					10,860.00	.00	
<b>02-431-33-00 Gas &amp; Oil</b>							
692	Hiler Bros. Co	0115934	Blue Def	10/03/2025	95.94	.00	
Total 02-431-33-00 Gas & Oil:					95.94	.00	
<b>02-431-34-00 Telephone/Internet</b>							
8078	DataTel	DG-7388	monthly statement - street	10/02/2025	83.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total 02-431-34-00 Telephone/Internet:		83.86	.00	
02-431-35-00 Utilities							
819 Intermountain Gas Co		OCT-2025	Monthly Statement (Streets)	10/16/2025	36.04	.00	
Total 02-431-35-00 Utilities:					36.04	.00	
02-431-36-00 Repairs & Maint - Equipment							
1430 Standard Plumbing Supply Co	ZKC440		paint, spray grip holder	10/08/2025	32.25	.00	
1624 Western States Cat/Equipment	IN003364346		4d battery	10/09/2025	772.06	.00	
Total 02-431-36-00 Repairs & Maint - Equipment:					804.31	.00	
02-431-36-05 Copier & Printer Lease							
10304 US Bank Equipment Finance	566441093		Contract Payment	10/05/2025	71.64	.00	
Total 02-431-36-05 Copier & Printer Lease:					71.64	.00	
02-431-40-00 Repairs&Maint-Building/Grounds							
1430 Standard Plumbing Supply Co	ZJJ366		closet rebuild kit	10/01/2025	54.88	.00	
1430 Standard Plumbing Supply Co	ZJJ381		slip nut wrench	10/01/2025	18.99	.00	
1430 Standard Plumbing Supply Co	ZJK05		slip nut wrench, abs adapter	10/01/2025	16.11	.00	
1430 Standard Plumbing Supply Co	ZJW24		spud washers, control stop	10/01/2025	14.44	.00	
1430 Standard Plumbing Supply Co	ZJM856		lube grease, joint gasket	10/02/2025	9.62	.00	
Total 02-431-40-00 Repairs&Maint-Building/Grounds:					81.82	.00	
02-431-75-01 Subdivision Street Signs							
12072 Twin Falls Signs	29318		signs, production cost, holder	10/07/2025	150.19	.00	
Total 02-431-75-01 Subdivision Street Signs:					150.19	.00	
02-431-93-00 Snow Removal							
10974 Safe Salt Supply	169439		road salt	10/09/2025	2,937.06	.00	
10974 Safe Salt Supply	169457		road salt	10/09/2025	2,760.20	.00	
12676 Steve Forler Trucking	30117		salt delivery	10/17/2025	5,967.36	.00	
Total 02-431-93-00 Snow Removal:					11,664.62	.00	
02-431-99-30 Lease/Purchase equipment							
6720 Mountain West Bank	OCT-2025		interest payment & principal paym	10/09/2025	31,225.10	.00	
Total 02-431-99-30 Lease/Purchase equipment					31,225.10	.00	
Total STREET DEPARTMENT:					56,588.67	.00	
Total STREET DEPARTMENT:					56,588.67	.00	
<b>STREET LIGHTING FUND</b>							
<b>STREET LIGHTING</b>							
03-431-36-00 Repair & Maintenance							
987 Master Electric Inc	17320		convert light fixtures to LED, mate	10/14/2025	491.00	.00	
Total 03-431-36-00 Repair & Maintenance:					491.00	.00	
Total STREET LIGHTING:					491.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total STREET LIGHTING FUND:		491.00	.00	
			CEMETERY FUND				
			CEMETERY				
			04-442-35-00 Utilities				
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Cemetery)	10/16/2025	15.45	.00	
			Total 04-442-35-00 Utilities:		15.45	.00	
			04-442-40-00 Repairs & Maint - Bldgs & Grnd				
12390	Mount Olympus	24331815 1011	water, cooler rent	10/11/2025	14.99	.00	
			Total 04-442-40-00 Repairs & Maint - Bldgs & Grnd:		14.99	.00	
			Total CEMETERY:		30.44	.00	
			Total CEMETERY FUND:		30.44	.00	
			RECREATION FUND				
			05-350-10-00 Individual Program Classes				
12664	Bauer, Mona	OCT-2025	refund: glenns ferry theater	10/14/2025	60.00	.00	
			Total 05-350-10-00 Individual Program Classes:		60.00	.00	
			05-350-49-00 Open Swim & Pool Passes				
12666	Henderson, Emily	OCT-2025	reimburse: pool party	10/08/2025	125.00	.00	
			Total 05-350-49-00 Open Swim & Pool Passes:		125.00	.00	
			Total:		185.00	.00	
			RECREATION DEPARTMENT				
			05-439-34-00 Telephone/Internet				
1284	Century Link	OCT-2025	Monthly Statement (Rec)	10/01/2025	35.54	.00	
8078	DataTel	DG-7388	monthly statement -recreation	10/02/2025	104.41	.00	
			Total 05-439-34-00 Telephone/Internet:		139.95	.00	
			05-439-35-00 Utilities				
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Rec)	10/16/2025	4,147.74	.00	
			Total 05-439-35-00 Utilities:		4,147.74	.00	
			05-439-37-00 Repairs & Maint - Auto				
8936	AutoZone	04127846801	wipers	10/06/2025	49.28	.00	
			Total 05-439-37-00 Repairs & Maint - Auto:		49.28	.00	
			05-439-38-00 Individual Program Expenses				
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Rec)	10/15/2025	175.75	.00	
			Total 05-439-38-00 Individual Program Expenses:		175.75	.00	
			05-439-38-05 Team Sports				
11582	Pedroza, Miguel Carter	OCT-2025	soccer ref	10/22/2025	343.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 05-439-38-05 Team Sports:				343.00	.00	
<b>05-439-39-50 Discovery Pre-School</b>							
12476 Gordillo, Kiersten	OCT-2025	discovery preschool		10/08/2025	1,958.10	.00	
3156 Pippin, Chris	OCT-2025	Discovery Preschool		10/14/2025	2,937.15	.00	
	Total 05-439-39-50 Discovery Pre-School:				4,895.25	.00	
<b>05-439-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
3265 Cintas Corporation	4245181828	refill soap, toilet tissue, papertowe		10/01/2025	81.83	.00	
3265 Cintas Corporation	4246473871	sanis bowl clip, refill soap & paper		10/14/2025	286.10	.00	
3265 Cintas Corporation	4246639828	refill soap, toilet tissue, papertowe		10/15/2025	81.83	.00	
3265 Cintas Corporation	8407806046	aed maintenance agreement		10/01/2025	58.00	.00	
	Total 05-439-40-00 Repairs & Maint - Bldgs & Grnd:				507.76	.00	
<b>05-439-42-00 Good Council Hall-Utilities</b>							
819 Intermountain Gas Co	OCT-2025	Monthly Statement (Rec-Good Co		10/16/2025	71.46	.00	
	Total 05-439-42-00 Good Council Hall-Utilities:				71.46	.00	
<b>05-439-42-05 Good Council Hall-Bldgs&amp;Grnds</b>							
3265 Cintas Corporation	4245181805	refill soap, toilet tissue, papertowe		10/01/2025	38.93	.00	
3265 Cintas Corporation	4246639789	refill soap, toilet tissue, papertowe		10/15/2025	38.93	.00	
	Total 05-439-42-05 Good Council Hall-Bldgs&Grnds:				77.86	.00	
<b>05-439-53-00 Uniforms/Safety Clothing Items</b>							
6638 SST's	203632	screenprint		10/01/2025	415.00	.00	
6638 SST's	203644	screenprint		10/14/2025	35.00	.00	
	Total 05-439-53-00 Uniforms/Safety Clothing Items:				450.00	.00	
<b>05-439-55-00 Publicity</b>							
1560 United States Postal Service	OCT-2025	ups marketing mail		10/20/2025	370.00	.00	
	Total 05-439-55-00 Publicity:				370.00	.00	
<b>05-439-78-00 Holiday Breaks for Kids</b>							
1610 Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Rec)		10/15/2025	52.00	.00	
	Total 05-439-78-00 Holiday Breaks for Kids:				52.00	.00	
<b>05-439-79-00 Sportsite-Rec Software</b>							
9835 Sportsites, Inc.	965	software tools annual subscription		10/05/2025	5,000.00	.00	
	Total 05-439-79-00 Sportsite-Rec Software:				5,000.00	.00	
<b>05-439-85-50 Grants-Local awards</b>							
1610 Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Rec)		10/15/2025	228.77	.00	
	Total 05-439-85-50 Grants-Local awards:				228.77	.00	
<b>05-439-85-86 Grant Match-Land/Water</b>							
12345 Tri-State Electric, Inc	33733	add outlets		07/15/2025	1,214.07	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 05-439-85-86	Grant Match-Land/Water			1,214.07	.00	
	Total RECREATION DEPARTMENT				17,722.89	.00	
	Total RECREATION FUND				17,907.89	.00	
<b>LIBRARY FUND</b>							
<b>LIBRARY</b>							
<b>06-461-34-00 Telephone/Internet</b>							
8078	DataTel	DG-7388	monthly statement - library	10/02/2025	277.55	.00	
	Total 06-461-34-00	Telephone/Internet			277.55	.00	
<b>06-461-56-00 Meetings, Schools &amp; Dues</b>							
10062	Fish, Meghan	OCT-2025	mileage: idaho library association	10/01/2025	366.80	.00	
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Library)	10/15/2025	298.00	.00	
	Total 06-461-56-00	Meetings, Schools & Dues			664.80	.00	
<b>06-461-76-00 Programming</b>							
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Library)	10/15/2025	40.99	.00	
	Total 06-461-76-00	Programming			40.99	.00	
	Total LIBRARY				983.34	.00	
	Total LIBRARY FUND				983.34	.00	
<b>AIRPORT FUND</b>							
<b>AIRPORT</b>							
<b>07-437-34-00 Telephone/Internet</b>							
1284	Century Link	OCT-2025	Monthly Statement (AirportDSL lin	10/01/2025	108.01	.00	
8078	DataTel	DG-7388	monthly statement - airport	10/02/2025	29.34	.00	
	Total 07-437-34-00	Telephone/Internet			137.35	.00	
<b>07-437-52-00 Supplies</b>							
10304	US Bank Equipment Finance	566441093	Contract Payment	10/05/2025	19.32	.00	
	Total 07-437-52-00	Supplies			19.32	.00	
	Total AIRPORT				156.67	.00	
	Total AIRPORT FUND				156.67	.00	
<b>GOLF COURSE FUND</b>							
<b>GOLF COURSE</b>							
<b>24-439-33-00 Gas &amp; Oil</b>							
692	Hiter Bros. Co	361820	bulk non-ethanol, off road red dies	10/20/2025	1,277.71	.00	
	Total 24-439-33-00	Gas & Oil			1,277.71	.00	
<b>24-439-34-00 Telephone/Internet</b>							
1284	Century Link	OCT-2025	Monthly Statement (Golf Course)	10/01/2025	30.54	.00	
8078	DataTel	DG-7388	monthly statement - golf	10/02/2025	46.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total 24-439-34-00 Telephone/Internet:		76.68	.00	
<b>24-439-35-00 Utilities</b>							
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Golf Course)	10/16/2025	252.71	.00	
			Total 24-439-35-00 Utilities:		252.71	.00	
<b>24-439-36-00 Repairs &amp; Maint - Equipment</b>							
1545	Turf Equipment & Irrigation	768543-0	es reels	10/07/2025	1,579.37	.00	
1545	Turf Equipment & Irrigation	768612-00	grommet flange, washer, freight	10/21/2025	32.88	.00	
			Total 24-439-36-00 Repairs & Maint - Equipment:		1,612.25	.00	
<b>24-439-38-10 Repairs &amp; Maint - Clubhouse</b>							
11645	ADT Security Services	SEP-2025	security system	10/01/2025	55.75	.00	
3265	Cintas Corporation	4245905528	mat, soap refill, hand sanitizer, pa	10/08/2025	341.68	.00	
			Total 24-439-38-10 Repairs & Maint - Clubhouse:		397.43	.00	
<b>24-439-38-50 Restaurant Repairs</b>							
12667	Lemieux, Jared	OCT-2025	reimburse: griddle, equipment sta	10/01/2025	3,047.82	.00	
			Total 24-439-38-50 Restaurant Repairs:		3,047.82	.00	
<b>24-439-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
12669	Dunlop Sports Americas	8672433 SO	range balls	10/03/2025	3,500.00	.00	
			Total 24-439-40-00 Repairs & Maint - Bldgs & Grnd:		3,500.00	.00	
<b>24-439-40-20 Irrigation Maintenance</b>							
2599	Agri-Lines Irrigation Inc	INV146030	couplers	10/09/2025	80.37	.00	
1430	Standard Plumbing Supply Co	ZKVJ97	valve boxes, lids	10/15/2025	142.71	.00	
			Total 24-439-40-20 Irrigation Maintenance:		223.08	.00	
<b>24-439-55-10 Advertising &amp; Promotion</b>							
12670	Moxee Marketing / Southern ID G	0026	southern idaho golf passports	10/07/2025	160.00	.00	
			Total 24-439-55-10 Advertising & Promotion:		160.00	.00	
<b>24-439-56-00 Meetings, Schools &amp; Dues</b>							
9016	Olsen, Jacob	OCT-2025	reimburse mileage: GCSAA Conf	10/15/2025	597.80	.00	
			Total 24-439-56-00 Meetings, Schools & Dues:		597.80	.00	
<b>24-439-70-00 Weed Killer &amp; Fertilizer</b>							
1386	Simplot Turf & Horticulture	216083766	instrata	10/16/2025	3,360.00	.00	
1386	Simplot Turf & Horticulture	216083767	ambient plus turf enhancer	10/16/2025	1,000.00	.00	
			Total 24-439-70-00 Weed Killer & Fertilizer:		4,360.00	.00	
<b>24-439-99-10 Equip Inventory-\$500 to \$5000</b>							
11856	Webstaurant Store	116882408	tables & seating	10/01/2025	6,273.92	.00	
			Total 24-439-99-10 Equip Inventory-\$500 to \$5000:		6,273.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total GOLF COURSE:				21,779.40	00	
	Total GOLF COURSE FUND:				21,779.40	00	
	<b>WATER MAINTENANCE FUND</b>						
	<b>WATER DEPARTMENT</b>						
	<b>25-434-34-00 Telephone/Internet</b>						
8078	DataTel	DG-7388	monthly statement - water	10/02/2025	83.87	.00	
	Total 25-434-34-00 Telephone/Internet:				83.87	.00	
	<b>25-434-35-00 Utilities</b>						
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Water)	10/16/2025	78.34	.00	
	Total 25-434-35-00 Utilities:				78.34	.00	
	<b>25-434-40-00 Repairs &amp; Maint-Bldgs &amp; Grnd</b>						
2781	Overhead Door Company	589923	Repair garage door, material, labo	10/01/2025	281.25	.00	
	Total 25-434-40-00 Repairs & Maint-Bldgs & Grnd:				281.25	.00	
	<b>25-434-43-10 Computer Software</b>						
12420	CivicPlus	351090	asset management annual license	10/01/2025	15,059.27	.00	
	Total 25-434-43-10 Computer Software:				15,059.27	.00	
	<b>25-434-43-20 Computer Support</b>						
285	Caselle Inc	INV-11350	monthly contract support	10/01/2025	747.25	.00	
	Total 25-434-43-20 Computer Support:				747.25	.00	
	<b>25-434-43-30 SCADA Monthly Support</b>						
5974	Advanced Control Systems, LLC	41213	Monthly Rapid Response program	10/20/2025	444.34	.00	
	Total 25-434-43-30 SCADA Monthly Support:				444.34	.00	
	<b>25-434-52-00 Supplies</b>						
8936	AutoZone	04127855370	shop towels, glass cleaner	10/21/2025	20.01	.00	
599	Gem State Paper & Supply Co	3112195	Kleenex, paper towels, toilet paper	10/15/2025	229.39	.00	
1123	Norco Inc	0044569848	carbo-carbon dioxide, delivery	10/01/2025	293.95	.00	
	Total 25-434-52-00 Supplies:				543.35	.00	
	<b>25-434-56-00 Meetings, Schools &amp; Dues</b>						
12556	Alumbaugh, Randy	OCT-2025	mileage: sept & oct	10/22/2025	16.54	.00	
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Water)	10/15/2025	30.00	.00	
	Total 25-434-56-00 Meetings, Schools & Dues:				46.54	.00	
	<b>25-434-72-00 Tools &amp; Supplies</b>						
1430	Standard Plumbing Supply Co	ZKK715	tubing cutter kit	10/10/2025	249.37	.00	
1430	Standard Plumbing Supply Co	ZKQC81	torch	10/14/2025	167.41	.00	
	Total 25-434-72-00 Tools & Supplies:				416.78	.00	
	<b>25-434-72-10 Tools - Maint Department</b>						
1430	Standard Plumbing Supply Co	ZKBV46	connector, nozzle	10/08/2025	23.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total 25-434-72-10 Tools - Maint Department:		23.98	.00	
25-434-75-00	Line Repair-Meters & Hardware						
9643	Core & Main	X791110	water parts	10/01/2025	5,170.83	.00	
			Total 25-434-75-00 Line Repair-Meters & Hardware:		5,170.83	.00	
25-434-75-05	Meter Replacement Program						
9643	Core & Main	W447805	meer screen	10/01/2025	25.50	.00	
9643	Core & Main	X572481	water parts	10/01/2025	13,571.60	.00	
9643	Core & Main	X895350	water meters	10/09/2025	13,589.60	.00	
			Total 25-434-75-05 Meter Replacement Program:		27,186.70	.00	
25-434-89-00	Safety Equipment						
1123	Norco Inc	0044728698	Glasses, vests	10/01/2025	126.60	.00	
			Total 25-434-89-00 Safety Equipment:		126.60	.00	
25-434-91-00	Well Preventative Maintenance						
1430	Standard Plumbing Supply Co	ZJP778	teflon tape, coupler	10/03/2025	4.76	.00	
			Total 25-434-91-00 Well Preventative Maintenance:		4.76	.00	
25-434-92-00	Capital Reserve						
12594	Idaho Site Works, LLC	OCT-2025	waterline & roadway improvement	10/20/2025	398,346.59	.00	
			Total 25-434-92-00 Capital Reserve:		398,346.59	.00	
25-434-99-00	Capital Outlay - Over \$5000						
305	Coastline Equipment	1289085	backhoe loader	10/16/2025	58,476.00	.00	
			Total 25-434-99-00 Capital Outlay - Over \$5000:		58,476.00	.00	
			Total WATER DEPARTMENT:		507,036.45	.00	
			Total WATER MAINTENANCE FUND:		507,036.45	.00	
<b>WASTEWATER MAINT. FUND</b>							
<b>WASTEWATER DEPARTMENT</b>							
26-435-20-00	Fringe - City Portion						
12673	Billings, Stacy	OCT-2025	moving expense	10/17/2025	2,000.00	.00	
12673	Billings, Stacy	OCT-2025B	reimburse: hotel expenses	10/16/2025	580.29	.00	
			Total 26-435-20-00 Fringe - City Portion:		2,580.29	.00	
26-435-34-00	Telephone/Internet						
1284	Century Link	OCT-2025	Monthly Statement (Waste Water)	10/01/2025	32.11	.00	
8078	DataTel	DG-7388	monthly statement - wastewater	10/02/2025	83.87	.00	
			Total 26-435-34-00 Telephone/Internet:		115.98	.00	
26-435-35-00	Utilities						
819	Intermountain Gas Co	OCT-2025	Monthly Statement (Wastewater)	10/16/2025	24.60	.00	
			Total 26-435-35-00 Utilities:		24.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>26-435-36-00 Repairs &amp; Maint - Equipment</b>							
1007	Metroquip Inc	P34872	2.5 fnstbxshank	10/08/2025	25.60	.00	
Total 26-435-36-00 Repairs & Maint - Equipment:					25.60	.00	
<b>26-435-38-00 Repairs &amp; maint. Stormwater</b>							
9643	Core & Main	X685763	trash guard	10/01/2025	452.72	.00	
9643	Core & Main	X878715	20' dual wall, 20' blue bands	10/08/2025	4,400.00	.00	
Total 26-435-38-00 Repairs & maint. Stormwater:					4,852.72	.00	
<b>26-435-40-00 Repairs &amp; Maint - Bldgs &amp; Grnd</b>							
2781	Overhead Door Company	589923	Repair garage door, material, labo	10/01/2025	281.25	.00	
1430	Standard Plumbing Supply Co	ZJQX82	outlet	10/03/2025	4.79	.00	
Total 26-435-40-00 Repairs & Maint - Bldgs & Grnd:					286.04	.00	
<b>26-435-43-10 Computer Software</b>							
12420	CivicPlus	351090	asset management annual license	10/01/2025	15,059.26	.00	
Total 26-435-43-10 Computer Software:					15,059.26	.00	
<b>26-435-43-20 Computer Support</b>							
285	Caselle Inc	INV-11350	monthly contract support	10/01/2025	747.25	.00	
Total 26-435-43-20 Computer Support:					747.25	.00	
<b>26-435-43-35 SCADA Maint &amp; Software</b>							
5974	Advanced Control Systems, LLC	41213	Monthly Rapid Response program	10/20/2025	888.66	.00	
Total 26-435-43-35 SCADA Maint & Software:					888.66	.00	
<b>26-435-52-00 Supplies</b>							
599	Gem State Paper & Supply Co	3112195	kleenex, paper towels, toilet paper	10/15/2025	229.39	.00	
Total 26-435-52-00 Supplies:					229.39	.00	
<b>26-435-53-00 Uniform/Safety Clothing Item</b>							
12665	Conner, Dustin	OCT-2025	reimburse: work boots	10/15/2025	148.39	.00	
1123	Norco Inc	43581062531	jacket	10/14/2025	47.62	.00	
1123	Norco Inc	43581069561	gloves	10/14/2025	8.98	.00	
Total 26-435-53-00 Uniform/Safety Clothing Item:					204.99	.00	
<b>26-435-56-00 Meetings, Schools &amp; Dues</b>							
12556	Alumbaugh, Randy	OCT-2025	mileage: sept & oct	10/22/2025	16.55	.00	
11462	Curtis, Chris	OCT-2025	reimburse: lunch with Keller asso	10/16/2025	47.27	.00	
1610	Wells Fargo Remittance Center	OCT-2025	Monthly Statement (Waste Water)	10/15/2025	3,682.00	.00	
Total 26-435-56-00 Meetings, Schools & Dues:					3,745.82	.00	
<b>26-435-89-00 Safety Equipment</b>							
1123	Norco Inc	43568805335	clear visor	10/10/2025	46.14	.00	
Total 26-435-89-00 Safety Equipment:					46.14	.00	
<b>26-435-99-00 Capital Outlay - Over \$5000</b>							
305	Coastline Equipment	1289085	backhoe loader	10/16/2025	58,476.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total 26-435-99-00 Capital Outlay - Over \$5000:		58,476.00	.00	
26-435-99-10	Equip Inventory-\$500 to \$5000						
5969	Dell Marketing L.P.	10840144616	laptop	10/02/2025	2,801.56	.00	
			Total 26-435-99-10 Equip Inventory-\$500 to \$5000:		2,801.56	.00	
			Total WASTEWATER DEPARTMENT:		90,084.30	.00	
			Total WASTEWATER MAINT. FUND:		90,084.30	.00	
<b>SANITATION FUND</b>							
<b>SANITATION DEPARTMENT</b>							
27-433-41-00	Monthly Contract - Residential						
3511	Republic Services	0788-0003998	Monthly Statement	09/30/2025	102,538.74	102,538.74	10/17/2025
			Total 27-433-41-00 Monthly Contract - Residential:		102,538.74	102,538.74	
27-433-41-20	Monthly Contract - City Waste						
3511	Republic Services	0788-0003998	Monthly Statement	09/30/2025	3,822.78	3,822.78	10/17/2025
			Total 27-433-41-20 Monthly Contract - City Waste:		3,822.78	3,822.78	
27-433-43-00	Computer Maintenance/Software						
285	Caselle Inc	INV-11350	monthly contract support	10/01/2025	747.25	.00	
			Total 27-433-43-00 Computer Maintenance/Software:		747.25	.00	
			Total SANITATION DEPARTMENT:		107,108.77	106,361.52	
			Total SANITATION FUND:		107,108.77	106,361.52	
<b>TAP DEPOSIT FUND</b>							
46-202-03-00	Tap Deposit Payable						
12671	Crop Jet Aviation, LLC	OCT-2025	refund deposit credit on closed ac	10/09/2025	33.85	.00	
12675	Mountain Home Jiu-Jitsu	OCT-2025	refund deposit credit on closed ac	10/20/2025	13.69	.00	
12672	Mountain Truss, Inc	OCT-2025	refund deposit credit on closed ac	10/03/2025	855.51	.00	
			Total 46-202-03-00 Tap Deposit Payable:		903.05	.00	
			Total:		903.05	.00	
			Total TAP DEPOSIT FUND:		903.05	.00	
<b>Fiber Optic Fund</b>							
<b>Fiber Optic Fund Construction</b>							
50-434-52-00	Supplies						
12523	Adams Cable Equipment, Inc.	2025-81160	gel drop seal, commscope 8 port	10/15/2025	1,563.20	.00	
1430	Standard Plumbing Supply Co	ZKWy51	tape, sealant, saw, clamps	10/15/2025	99.27	.00	
			Total 50-434-52-00 Supplies:		1,662.47	.00	
50-434-99-00	Capital Outlay-Over \$5000						
11906	Telecom Specialties Inc	22906	vaults w/ids	10/08/2025	2,253.17	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total 50-434-99-00 Capital Outlay-Over \$5000		2,253.17	.00	
			Total Fiber Optic Fund Construction:		3,915.64	.00	
			Total Fiber Optic Fund:		3,915.64	.00	
			Grand Totals:		1,090,876.39	254,195.50	

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

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

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

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

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

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 20, 2025

RE: Revisions Civic Group Agreements- 6 consent agenda items

*City Council Meeting: September 23, 2025, items tabled*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

During the September 23, 2025, City Council meeting, the Council discussed potential revisions to the standard civic group agreements. Based on that discussion and as reflected in the approved meeting minutes, I have incorporated the additional language (shown in red) into the proposed agreements.

I am hopeful that the language represents the Council's direction from the September 23, 2025, meeting and is now reflected throughout the draft agreements for your review and confirmation.

Please advise if any further adjustments are requested.

Respectfully,

Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)

writing before approving.

Phil Wuest said that the preliminary plat already shows what Councilman Brennan was asking for. He clarified that the request for the development agreement would essentially require the building to be constructed on the specified lot as shown on the plat before issuing a building permit for the 140th or 144th house. He added that the Council would see the development agreement again before signing the order.

Mayor Sykes stepped out at 6:46 P.M. and returned at 6:47 P.M.

There was a discussion between the Councilmembers summarizing and clarifying what everyone has asked for and recommended.

Councilman Brennan and Paul Fitzer, City Attorney, had a discussion on how to appropriately word a motion based on all things that had been discussed.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the "Turner House Depot" preliminary plat with conditions. Councilman Harjo seconded the motion. The vote goes as follows: Councilwoman Wirkkala; nay, Councilman Brennan; aye, Councilman Harjo; aye. The motion passed by majority vote.

3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions and change through interlineation that the commercial building of not less than 3,200 square feet must be built before the 144<sup>th</sup> residential building permit could be pulled. Councilman Harjo seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilwoman Wirkkala; nay, Councilman Brennan; aye. The motion passed by majority vote.

4) Approve the service agreement with Mountain Home Arts Council, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala thanked Tiffany Belt, City Clerk, for getting this back on the agenda. She said she wanted to add provisions to the contracts requiring each civic group to match their own fundraising efforts to receive funding, submit financial documents before the next budget meeting as part of the annual report, and report to Council biannually on the services they provided to the community.

Councilman Brennan addressed Councilwoman Wirkkala's request for civic groups to report to Council every 6 months stating that if the contract is approved at the beginning of the fiscal year and they ask for their money right at the beginning of the year, what is the penalty for not coming back? Is the penalty just simply the next year's request.

Mayor Sykes suspended Robert's Rules of Order to allow for dialogue on this topic between Council and City staff, and Legal.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council meeting. Councilman Brennan seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye. The motion passed by unanimous vote.

5) Approve the service agreement with Mountain Home Senior Citizens, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council Council Minutes – September 23, 2025

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT**, made and entered into this \_\_\_\_\_ day of October, 2025, by and between MOUNTAIN HOME ARTS COUNCIL, INC. (“MHAC”), a not-for-profit corporation, and the City of Mountain Home, an Idaho municipal corporation (“City”).

**WHEREAS** Article XII, Section 2 of the Idaho Constitution grants cities the authority to make and enforce all local police and other regulations not in conflict with the general laws; and

**WHEREAS** Idaho Code, Title 50, Section 303, “Powers,” provides that cities are “empowered to “create, purchase, operate and maintain recreation and cultural facilities and activities”; and

**WHEREAS** Since 1977, the mission of the Mountain Home Arts Council, a 501(c) (3) nonprofit, has been to entertain, enrich and educate the community by presenting and promoting varied artistic and cultural activities; and

**WHEREAS** The City finds that providing varied artistic and cultural activities for its citizens is a public benefit; and

**WHEREAS** The Mountain Home Arts Council, Inc., is best suited to provide these activities on behalf of and for the City of Mountain Home in exercising its powers under § 50-303, Idaho Code;

**NOW, THEREFORE, IN MUTUAL CONSIDERATION of the covenants contained herein, the parties agree to the following:**

1. **Term of Agreement.** The original term of this agreement is from October 1, 2025, and ending on or before September 30, 2026, with the option of renewal in future years.

2. **Location.** The service area is the city limits of the City of Mountain Home, Elmore County, Idaho.

3. **Scope of Work.**

**General:** The Mountain Home Arts Council (“MHAC”) offers public performances and workshops from professional artists, outreach programs to schools, nursing homes, and other community and underserved groups. MHAC has requested that the City provide partial funding for MHAC’s operations serving residents of the City.

**Services:** MHAC will offer public performances, workshops, and outreach programs for the citizens of Mountain Home.

**Responsibilities:** As an independent, non-profit corporation, MHAC is responsible to provide its own administration, oversight, budgeting, management and control of its operations, including compliance with employment and State and Federal regulatory requirements. Other than the funding provided under this agreement, The City of Mountain Home provides no employees or administration of MHAC or its operations. Except for the City’s general law enforcement operations, or as otherwise provided in this agreement, the City exercises no oversight over MHAC’s operations.

**Matching Requirement:** As a condition of receiving City funding, MHAC shall contribute an amount equal to or greater than the total City allocation through its own fundraising efforts, donations, or other verifiable community support. Documentation of such matching funds shall be provided to the City Clerk prior to the disbursement of City funds.

**Reporting Requirements:** In order for the City to measure the level and amount of service provided to City residents, MHAC shall:

- a. Submit a financial statement and fundraising summary no later than thirty (30) days prior to the City's annual budget workshop. The report shall detail revenues, expenditures, matching contributions, and specific uses of City-provided funds.
- b. Provide a biannual service report to the City Council, summarizing programs, activities, and services delivered to the community. Reports may be written or presented in person and shall include measurable data such as the number of meals served, participation levels, volunteer hours, and events conducted.

Failure to submit the required financial or service reports may result in ineligibility for future City funding.

**Reporting:** ~~In order for the City to measure the level and amount of service provided to City residents by MHAC, MHAC shall report not less than annually the status and attendance of past and scheduled and upcoming performances, workshops, and outreach programs, for the past and upcoming calendar year.~~

**Non-Exclusivity:** The parties agree that this agreement does not grant MHAC any exclusive right to provide the described artistic and cultural activities. The parties further agree that the City is free to contract with other service providers as it deems necessary to serve the public interest.

4. **Payment Agreement and Summary of Costs:** Payment for services will be made on the following basis:

- a. In consideration of the cultural activity services provided to citizens as outlined above, the City will pay to MHAC the amount of \$7,000.00 during the period of the contract, in one annual lump sum payment, payable as outlined below.
- b. MHAC will provide an invoice to the City at the beginning of each year of service provided under the contract, after which, upon presentation, the City shall pay the amount due. **subject to verification of compliance with Section 3 (Reporting and Matching Requirements).**
- c. In the event MHAC curtails or ceases services, the City shall be under no obligation to pay MHAC for those months or portions of months for which services were unavailable to residents of the City, and the City shall be reimbursed for those months services were unavailable.

5. **Insurance:** The relationship between MHAC and the City is purely contractual. Each party will maintain its separate identity and shall be responsible for its own actions and the actions of its employees and agents. MHAC shall maintain its own insurance at all times during the effective dates of this agreement.

6. **Indemnification by MHAC.** MHAC agrees to indemnify and hold City harmless against all actions, losses, liabilities, judgments, claims, demands, costs, damages, or expenses of any kind on account thereof, including attorneys' fees and costs of defense, which arise or may arise as a result of the negligence of MHAC, its agents or employees.

7. **Termination.** Either party may terminate this agreement upon providing the other party 60 days written notice. **The City reserves the right to withhold payment or decline renewal for non-compliance with the reporting or matching provisions set forth in Section 3.**

8.

#

CITY OF MOUNTAIN HOME, IDAHO

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

ATTEST:

---

Tiffany Belt, City Clerk

MOUNTAIN HOME ARTS COUNCIL, INC.,  
A NOT-FOR-PROFT CORPORATION

By \_\_\_\_\_  
Executive Director



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 20, 2025

RE: Revisions Civic Group Agreements- 6 consent agenda items

*City Council Meeting: September 23, 2025, items tabled*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

During the September 23, 2025, City Council meeting, the Council discussed potential revisions to the standard civic group agreements. Based on that discussion and as reflected in the approved meeting minutes, I have incorporated the additional language (shown in red) into the proposed agreements.

I am hopeful that the language represents the Council's direction from the September 23, 2025, meeting and is now reflected throughout the draft agreements for your review and confirmation.

Please advise if any further adjustments are requested.

Respectfully,

A handwritten signature in blue ink that reads "Tiffany Belt".

Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)

writing before approving.

Phil Wuest said that the preliminary plat already shows what Councilman Brennan was asking for. He clarified that the request for the development agreement would essentially require the building to be constructed on the specified lot as shown on the plat before issuing a building permit for the 140th or 144th house. He added that the Council would see the development agreement again before signing the order.

Mayor Sykes stepped out at 6:46 P.M. and returned at 6:47 P.M.

There was a discussion between the Councilmembers summarizing and clarifying what everyone has asked for and recommended.

Councilman Brennan and Paul Fitzer, City Attorney, had a discussion on how to appropriately word a motion based on all things that had been discussed.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the "Turner House Depot" preliminary plat with conditions. Councilman Harjo seconded the motion. The vote goes as follows: Councilwoman Wirkkala; nay, Councilman Brennan; aye, Councilman Harjo; aye. The motion passed by majority vote.

3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions and change through interlineation that the commercial building of not less than 3,200 square feet must be built before the 144<sup>th</sup> residential building permit could be pulled. Councilman Harjo seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilwoman Wirkkala; nay, Councilman Brennan; aye. The motion passed by majority vote.

4) Approve the service agreement with Mountain Home Arts Council, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala thanked Tiffany Belt, City Clerk, for getting this back on the agenda. She said she wanted to add provisions to the contracts requiring each civic group to match their own fundraising efforts to receive funding, submit financial documents before the next budget meeting as part of the annual report, and report to Council biannually on the services they provided to the community.

Councilman Brennan addressed Councilwoman Wirkkala's request for civic groups to report to Council every 6 months stating that if the contract is approved at the beginning of the fiscal year and they ask for their money right at the beginning of the year, what is the penalty for not coming back? Is the penalty just simply the next year's request.

Mayor Sykes suspended Robert's Rules of Order to allow for dialogue on this topic between Council and City staff, and Legal.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council meeting. Councilman Brennan seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye. The motion passed by unanimous vote.

5) Approve the service agreement with Mountain Home Senior Citizens, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council Council Minutes – September 23, 2025

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT**, made and entered into this \_\_\_\_ day of October, 2025, by and between MOUNTAIN HOME SENIOR CENTER, INC. (“MHSC”), a not-for-profit corporation, and the CITY OF MOUNTAIN HOME, IDAHO, an Idaho municipal corporation (“City”).

**WHEREAS** Article XII, Section 2 of the Idaho Constitution grants cities the authority to make and enforce all local police and other regulations not in conflict with the general laws; and

**WHEREAS** Idaho Code, Title 50, Section 303, “Powers,” provides that cities are “empowered to “create, purchase, operate and maintain recreation and cultural facilities and activities”; and

**WHEREAS** the mission of the Mountain Home Senior Center, Inc., a 501(c)(3) nonprofit corporation, has been to secure, obtain, provide, and advance social, recreational, educational, welfare, nutritional services, and opportunities for the senior citizens of the City of Mountain Home and the surrounding area; and

**WHEREAS** the City finds that providing the mission of MHSC is a public benefit for the citizens of Mountain Home and the surrounding area; and

**WHEREAS** the Mountain Home Senior Center, Inc., is best suited to provide these activities on behalf of and for the City of Mountain Home in exercising its powers under § 50-303, Idaho Code;

**NOW, THEREFORE, IN MUTUAL CONSIDERATION of the covenants contained herein, the parties agree to the following:**

1. **Term of Agreement.** The term of this agreement is from October 1, 2025, through September 30, 2026, with the option of renewal in future years.

2. **Location.** The service area is the city limits of the City of Mountain Home, Elmore County, Idaho.

3. **Scope of Work.**

**General:** The Mountain Home Senior Center, Inc. (“MHSC”) obtains, provides, and advances social, recreational, educational, welfare, nutritional services, and opportunities for the senior citizens of the City of Mountain Home. MHSC has requested that the City provide partial funding for its annual programs and its meals on wheels operations serving residents of the City.

**Services:** MHSC will offer meals on wheels as a part of its social, recreational, educational, welfare, nutritional services, and opportunities for the senior citizens of the City of Mountain Home.

**Responsibilities:** As an independent, non-profit corporation, MHSC is responsible to provide its own administration, oversight, budgeting, management and control of its operations, including compliance with employment and State and Federal regulatory requirements. Other than the funding provided under this agreement, The City of Mountain Home provides no employees or administration of MHSC or its operations. Except for the City’s general law enforcement operations, or as otherwise provided in this agreement, the City exercises no oversight over MHSC’s operations.

**Matching Requirement:** As a condition of receiving City funding, MHSC shall contribute an amount equal to or greater than the total City allocation through its own fundraising efforts, donations, or other verifiable community support. Documentation of such matching funds shall be provided to the City Clerk prior to disbursement of City funds.

**Reporting Requirements:** In order for the City to measure the level and amount of service provided to City residents, MHSC shall:

- a. Submit a financial statement and fundraising summary no later than thirty (30) days prior to the City's annual budget workshop. The report shall detail revenues, expenditures, matching contributions, and specific uses of City-provided funds.
- b. Provide a biannual service report to the City Council, summarizing programs, activities, and services delivered to the community. Reports may be written or presented in person and shall include measurable data such as the number of meals served, participation levels, volunteer hours, and events conducted.

Failure to submit the required financial or service reports may result in ineligibility for future City funding.

**Reporting:** ~~In order for the City to measure the level and amount of service provided to City residents by MHSC, MHSC shall report not less than annually the status and attendance of the meals on wheels program.~~

**Non-Exclusivity:** The parties agree that this agreement does not grant MHSC any exclusive right to provide the services mentioned above and that the City is free to contract with other service providers as it deems necessary to serve the public interest.

4. **Payment Agreement and Summary of Costs:** Payment for services will be made on the following basis:

- a. In consideration of the meals on wheels services provided to citizens as outlined above, the City will pay to MHSC the amount of \$7,000.00 during the period of the contract and an additional \$7,000.00 for the Senior Center services provided to citizens as outlined above, for a total of \$14,000.00, in one annual lump sum payment, payable as outlined below.
- b. MHSC will provide an invoice to the City at the beginning of each year of service provided under the contract, after which presentation, the City shall pay the amount due, **subject to verification of compliance with Section 3 (Reporting and Matching Requirements).**
- c. In the event MHSC curtails or ceases services, the City shall be under no obligation to pay MHSC for those months or portions of months for which such services were unavailable to residents of the City, and the City shall be reimbursed for those months' services were unavailable.

5. **Insurance:** The relationship between MHSC and the City is purely contractual. Each party will maintain its separate identity and shall be responsible for its own actions and the actions of its employees and agents. MHSC shall maintain its own insurance at all times during the effective dates of this agreement.

6. **Indemnification by MHSC:** MHSC agrees to indemnify and hold the City harmless against all actions, losses, liabilities, judgments, claims, demands, costs, damages or expenses of any kind on account thereof, including attorneys' fees and costs of defense, which arise or may arise as a result of the negligence of MHSC, its agents or employees.

7. **Termination.** Either party may terminate this agreement upon providing the other party 60 days written notice. **The City reserves the right to withhold payment or decline renewal for non-compliance with the reporting or matching provisions set forth in Section 3.**

CITY OF MOUNTAIN HOME, IDAHO

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

ATTEST:

---

Tiffany Belt, City Clerk

MOUNTAIN HOME SENIOR CENTER, INC.,  
A NOT-FOR-PROFT CORPORATION

By \_\_\_\_\_  
Executive Director



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 20, 2025

RE: Revisions Civic Group Agreements- 6 consent agenda items

*City Council Meeting: September 23, 2025, items tabled*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

During the September 23, 2025, City Council meeting, the Council discussed potential revisions to the standard civic group agreements. Based on that discussion and as reflected in the approved meeting minutes, I have incorporated the additional language (shown in red) into the proposed agreements.

I am hopeful that the language represents the Council's direction from the September 23, 2025, meeting and is now reflected throughout the draft agreements for your review and confirmation.

Please advise if any further adjustments are requested.

Respectfully,

A handwritten signature in blue ink that reads "Tiffany Belt".

Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)

writing before approving.

Phil Wuest said that the preliminary plat already shows what Councilman Brennan was asking for. He clarified that the request for the development agreement would essentially require the building to be constructed on the specified lot as shown on the plat before issuing a building permit for the 140th or 144th house. He added that the Council would see the development agreement again before signing the order.

Mayor Sykes stepped out at 6:46 P.M. and returned at 6:47 P.M.

There was a discussion between the Councilmembers summarizing and clarifying what everyone has asked for and recommended.

Councilman Brennan and Paul Fitzer, City Attorney, had a discussion on how to appropriately word a motion based on all things that had been discussed.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the "Turner House Depot" preliminary plat with conditions. Councilman Harjo seconded the motion. The vote goes as follows: Councilwoman Wirkkala; nay, Councilman Brennan; aye, Councilman Harjo; aye. The motion passed by majority vote.

3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions and change through interlineation that the commercial building of not less than 3,200 square feet must be built before the 144<sup>th</sup> residential building permit could be pulled. Councilman Harjo seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilwoman Wirkkala; nay, Councilman Brennan; aye. The motion passed by majority vote.

4) Approve the service agreement with Mountain Home Arts Council, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala thanked Tiffany Belt, City Clerk, for getting this back on the agenda. She said she wanted to add provisions to the contracts requiring each civic group to match their own fundraising efforts to receive funding, submit financial documents before the next budget meeting as part of the annual report, and report to Council biannually on the services they provided to the community.

Councilman Brennan addressed Councilwoman Wirkkala's request for civic groups to report to Council every 6 months stating that if the contract is approved at the beginning of the fiscal year and they ask for their money right at the beginning of the year, what is the penalty for not coming back? Is the penalty just simply the next year's request.

Mayor Sykes suspended Robert's Rules of Order to allow for dialogue on this topic between Council and City staff, and Legal.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council meeting. Councilman Brennan seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye. The motion passed by unanimous vote.

5) Approve the service agreement with Mountain Home Senior Citizens, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council Council Minutes – September 23, 2025

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT**, made and entered into this \_\_\_\_\_ day of October, 2025, by and between MOUNTAIN HOME CHAMBER OF COMMERCE, INC., an Idaho non-profit corporation, (“Chamber”), and the CITY OF MOUNTAIN HOME, IDAHO, an Idaho municipal corporation (“City”).

**WHEREAS** Chamber operates and manages the Desert Mountain Visitor Center; and

**WHEREAS** Article XII, Section 2 of the Idaho Constitution grants cities the authority to make and enforce all local police and other regulations not in conflict with the general laws; and

**WHEREAS** Idaho Code, Title 50, Section 303, “Powers,” provides that cities are “empowered to “create, purchase, operate and maintain recreation and cultural facilities and activities”; and

**WHEREAS** the mission of the Chamber through the Desert Mountain Visitor Center is to provide for the management of the day-to-day operations of a gateway visitor center representing the Chamber, the City of Mountain Home and the County of Elmore by providing a variety of information for the public on local Idaho travel, tourism and recreation, and also providing a gift shop for purchasing opportunities; and

**WHEREAS** the City finds that providing the gateway visitor center to provide information to the public concerning local Idaho travel, tourism and recreation opportunities is a public benefit; and

**WHEREAS** the Chamber through the Desert Mountain Visitor Center is best suited to provide these activities on behalf of and for the City of Mountain Home in exercising its powers under § 50-303, Idaho Code;

**NOW, THEREFORE, IN MUTUAL CONSIDERATION of the covenants contained herein, the parties agree to the following:**

1. **Term of Agreement.** The term of this agreement is from October 1, 2025, through September 30, 2026, with the option of renewal in future years.

2. **Location.** The service area is the City of Mountain Home, Elmore County, Idaho, and the surrounding area.

3. **Scope of Work.**

**General:** The Chamber through the Desert Mountain Visitor Center owns, operates and manages the gateway visitor center that provides a variety of information for the public on local Idaho travel, tourism and recreational activities. The Chamber has requested that the City provide partial funding for Desert Mountain Visitor Center.

**Services:** The Chamber in operating and managing the Desert Mountain Visitor Center will provide the public with information and advice concerning travel, tourism and recreational opportunities in the Mountain Home area.

**Responsibilities:** As an independent, non-profit corporation, the Chamber is responsible to provide its own administration, oversight, budgeting, management and control of its operations, including compliance with employment and State and Federal regulatory requirements. Other than the funding provided under this agreement, the City of Mountain Home provides no employees or administration of the Chamber or its operations of the Desert Mountain Visitor

Center. Except for the City's general law enforcement operations, or as otherwise provided in this agreement, the City exercises no oversight over the Chamber's operations as set forth herein.

**Matching Requirement:** As a condition of receiving City funding, Chamber shall contribute an amount equal to or greater than the total City allocation through its own fundraising efforts, donations, or other verifiable community support. Documentation of such matching funds shall be provided to the City Clerk prior to disbursement of City funds.

**Reporting Requirements:** In order for the City to measure the level and amount of service provided to City residents, Chamber shall:

- a. Submit a financial statement and fundraising summary no later than thirty (30) days prior to the City's annual budget workshop. The report shall detail revenues, expenditures, matching contributions, and specific uses of City-provided funds.
- b. Provide a biannual service report to the City Council, summarizing programs, activities, and services delivered to the community. Reports may be written or presented in person and shall include measurable data such as the number of meals served, participation levels, volunteer hours, and events conducted.

Failure to submit the required financial or service reports may result in ineligibility for future City funding.

**Reporting:** In order for the City to measure the level and amount of services provided to City residents by the Chamber, the Chamber shall report not less than annually the hours that the visitor center is open and in operation each week and the number of visitors provided information and services at the Desert Mountain Visitor Center and any programs, workshops, training sessions and outreach programs, for the past and upcoming calendar year.

**Non-Exclusivity:** The parties agree that this agreement does not grant the Chamber any exclusive right to provide the described travel and tourism services and activities. The parties further agree that the City is free to contract with other service providers as it deems necessary to serve the public interest.

4. **Payment Agreement and Summary of Costs:** Payment for services will be made on the following basis:

- a. In consideration of the maintenance and operation of the gateway visitor center that provides a variety of information for the public on local Idaho travel, tourism, and recreational activities, the City will pay the Chamber the amount of \$7,000.00 during the period of the contract, in one annual lump sum payment, payable as outlined below for the exclusive use at and for the Desert Mountain Visitor Center.
- b. The Chamber will provide an invoice to the City at the beginning of each year of service provided under the contract, after which presentation the City shall pay the amount due, **subject to verification of compliance with Section 3 (Reporting and Matching Requirements).**
- c. In the event the Chamber curtails or ceases the services described in this agreement, the City shall be under no obligation to pay the Chamber for those months or portions of months for which services itemized in this agreement were not provided by the Chamber and the City shall be reimbursed for those months services were not provided.

5. **Insurance:** The relationship between the Chamber and City is purely contractual. Each party will maintain its separate identity and shall be responsible for its own actions and the actions of its employees and agents. The Chamber shall maintain its own insurance at all times during the effective dates of this agreement.

6. **Indemnification by the Chamber.** The Chamber agrees to indemnify and hold City harmless against all actions, losses, liabilities, judgments, claims, demands, costs, damages or expense of any kind on account thereof, including attorneys' fees and costs of defense, which arise or may arise as a result of the negligence of the Chamber, its agents or employees.

7. **Termination.** Either party may terminate this agreement upon providing the other party 60 days written notice. **The City reserves the right to withhold payment or decline renewal for non-compliance with the reporting or matching provisions set forth in Section 3.**

8.

CITY OF MOUNTAIN HOME, IDAHO

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

ATTEST:

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

MOUNTAIN HOME CHAMBER OF  
COMMERCE, INC., an Idaho non-profit  
corporation,

By \_\_\_\_\_  
Its President



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 20, 2025

RE: Revisions Civic Group Agreements- 6 consent agenda items

*City Council Meeting: September 23, 2025, items tabled*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

During the September 23, 2025, City Council meeting, the Council discussed potential revisions to the standard civic group agreements. Based on that discussion and as reflected in the approved meeting minutes, I have incorporated the additional language (shown in red) into the proposed agreements.

I am hopeful that the language represents the Council's direction from the September 23, 2025, meeting and is now reflected throughout the draft agreements for your review and confirmation.

Please advise if any further adjustments are requested.

Respectfully,

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Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)

writing before approving.

Phil Wuest said that the preliminary plat already shows what Councilman Brennan was asking for. He clarified that the request for the development agreement would essentially require the building to be constructed on the specified lot as shown on the plat before issuing a building permit for the 140th or 144th house. He added that the Council would see the development agreement again before signing the order.

Mayor Sykes stepped out at 6:46 P.M. and returned at 6:47 P.M.

There was a discussion between the Councilmembers summarizing and clarifying what everyone has asked for and recommended.

Councilman Brennan and Paul Fitzer, City Attorney, had a discussion on how to appropriately word a motion based on all things that had been discussed.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the "Turner House Depot" preliminary plat with conditions. Councilman Harjo seconded the motion. The vote goes as follows: Councilwoman Wirkkala; nay, Councilman Brennan; aye, Councilman Harjo; aye. The motion passed by majority vote.

3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions and change through interlineation that the commercial building of not less than 3,200 square feet must be built before the 144<sup>th</sup> residential building permit could be pulled. Councilman Harjo seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilwoman Wirkkala; nay, Councilman Brennan; aye. The motion passed by majority vote.

4) Approve the service agreement with Mountain Home Arts Council, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala thanked Tiffany Belt, City Clerk, for getting this back on the agenda. She said she wanted to add provisions to the contracts requiring each civic group to match their own fundraising efforts to receive funding, submit financial documents before the next budget meeting as part of the annual report, and report to Council biannually on the services they provided to the community.

Councilman Brennan addressed Councilwoman Wirkkala's request for civic groups to report to Council every 6 months stating that if the contract is approved at the beginning of the fiscal year and they ask for their money right at the beginning of the year, what is the penalty for not coming back? Is the penalty just simply the next year's request.

Mayor Sykes suspended Robert's Rules of Order to allow for dialogue on this topic between Council and City staff, and Legal.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council meeting. Councilman Brennan seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye. The motion passed by unanimous vote.

5) Approve the service agreement with Mountain Home Senior Citizens, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council Council Minutes – September 23, 2025

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT**, made and entered into this \_\_\_\_ day of October 2025, by and between TREASURE VALLEY TRANSIT, INC., (“TVT”), a not-for-profit corporation, and the City of Mountain Home, an Idaho municipal corporation (“City”).

**IN MUTUAL CONSIDERATION** of the covenants contained herein, the parties agree to the following:

1. **Term of Agreement.** The original term of this agreement is from October 1, 2025, and ending on or before September 30, 2026, with the option of renewal in future years.

2. **Location.** The service area is located in and around the City of Mountain Home, Elmore County, Idaho.

3. **Scope of Work.**

**General:** The City is empowered under I.C. § 50-322 to procure transit systems to serve the City’s residents. TVT operates and maintains a transit system in the Mountain Home area. TVT has requested that the City provide partial funding for TVT’s transportation operations serving residents of the City.

**Routes and Hours:** TVT will operate a transit system that provides transit services to City residents during the hours and on the routes shown on the TVT Route Schedule attached as Appendix “A.” In addition, TVT will extend the route for individual pickups and drop-offs, known as route deviations, according to the Route Deviation Map attached as Appendix “B.”

**Responsibilities:** As an independent, non-profit corporation, TVT is responsible to provide its own administration, oversight, budgeting, management and control of its transportation operations, including compliance with employment and State and Federal regulatory requirements. Other than the funding provided under this agreement, The City of Mountain Home provides no employees or administration of TVT or its operations. Except for the City’s general law enforcement operations, and as provided in this agreement, the City exercises no oversight over TVT’s operations.

**Matching Requirement:** As a condition of receiving City funding, TVT shall contribute an amount equal to or greater than the total City allocation through its own fundraising efforts, donations, or other verifiable community support. Documentation of such matching funds shall be provided to the City Clerk prior to disbursement of City funds.

**Reporting Requirements:** In order for the City to measure the level and amount of service provided to City residents, TVT shall:

- a. Submit a financial statement and fundraising summary no later than thirty (30) days prior to the City’s annual budget workshop. The report shall detail revenues, expenditures, matching contributions, and specific uses of City-provided funds.
- b. Provide a biannual service report to the City Council, summarizing programs, activities, and services delivered to the community. Reports may be written or presented in person and shall include measurable data such as the number of meals served, participation levels, volunteer hours, and events conducted.

Failure to submit the required financial or service reports may result in ineligibility for future City funding.

**Non-Exclusivity:** The parties agree that this agreement does not grant TTVT any exclusive right to provide transportation services. The parties further agree that the City is free to contract with other transit service providers as it deems necessary to serve the public interest.

4. **Payment Agreement and Summary of Costs:** Payment for services will be made on the following basis:

- a. In consideration of the transit services provided by TTVT as outlined above, the City will pay to TTVT the amount of \$35,000.00 during the period of the contract, in twelve monthly payments of 1/12 the annual amount, payable as outlined below.
- b. TTVT will provide an invoice to the City at the completion of each month of service provided under the contract. TTVT will send the invoice to the City no later than the tenth of the month following the month being invoiced. Payment will be made to TTVT no later than the 20<sup>th</sup> of the month following the month being invoiced and should be sent to the TTVT main office, 1136 W. Finch Drive, Nampa, ID 83651. **Subject to verification of compliance with Section 3 (Reporting and Matching Requirements).**
- c. In the event TTVT curtails or ceases services, the City shall be under no obligation to pay TTVT for those months or portions of months for which services were unavailable to residents of the City.
- d. The City will also provide to TTVT a one-time lump sum amount of \$3,500.00 to be used to offset the fares charged to riders of the transit services, because of this payment TTVT will not charge fares to riders on the City Route. **Subject to verification of compliance with Section 3 (Reporting and Matching Requirements).**

5. **Insurance:** The relationship between TTVT and City is purely contractual. Each party will maintain its separate identity and shall be responsible for its own actions and the actions of its employees and agents. At all times during the life of this Agreement, TTVT shall carry commercial general liability insurance of \$500,000.00 per occurrence and \$1,000,000.00 annual aggregate. The City shall be named as an additional insured under the policy and TTVT shall furnish a certificate of insurance and a copy of the additional insured endorsement to the City executed by the company issuing such a policy in which said company shall bind itself not to cancel or materially alter said policy without giving at least 30 days prior written notice of its intention to do so to the City.

6. **Indemnification by TTVT:** TTVT agrees to indemnify and hold City harmless against all actions, losses, liabilities, judgments, claims, demands, costs, damages or expense of any kind on account thereof, including attorneys' fees and costs of defense, which arise or may arise as a result of the negligence of TTVT, its agents or employees.

7. **Termination:** Either party may terminate this agreement upon providing the other party 60 days written notice. **The City reserves the right to withhold payment or decline renewal for non-compliance with the reporting or matching provisions set forth in Section 3.**

8.

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CITY OF MOUNTAIN HOME, IDAHO

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

ATTEST:

---

Tiffany Belt, City Clerk

TREASURE VALLEY TRANSIT INC., a not-  
for- profit corporation,

By \_\_\_\_\_  
Chairman of the Board



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 20, 2025

RE: Revisions Civic Group Agreements- 6 consent agenda items

*City Council Meeting: September 23, 2025, items tabled*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

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Tiffany Belt  
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Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions and change through interlineation that the commercial building of not less than 3,200 square feet must be built before the 144<sup>th</sup> residential building permit could be pulled. Councilman Harjo seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilwoman Wirkkala; nay, Councilman Brennan; aye. The motion passed by majority vote.

4) Approve the service agreement with Mountain Home Arts Council, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala thanked Tiffany Belt, City Clerk, for getting this back on the agenda. She said she wanted to add provisions to the contracts requiring each civic group to match their own fundraising efforts to receive funding, submit financial documents before the next budget meeting as part of the annual report, and report to Council biannually on the services they provided to the community.

Councilman Brennan addressed Councilwoman Wirkkala's request for civic groups to report to Council every 6 months stating that if the contract is approved at the beginning of the fiscal year and they ask for their money right at the beginning of the year, what is the penalty for not coming back? Is the penalty just simply the next year's request.

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Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council meeting. Councilman Brennan seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye. The motion passed by unanimous vote.

5) Approve the service agreement with Mountain Home Senior Citizens, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council Council Minutes – September 23, 2025

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT**, made and entered into this \_\_\_\_\_ day of September, 2025, by and between MOUNTAIN HOME HISTORICAL SOCIETY, INC. (“MHHS”), a not-for-profit corporation, and the City of Mountain Home, an Idaho municipal corporation (“City”).

**WHEREAS** Article XII, Section 2 of the Idaho Constitution grants cities the authority to make and enforce all local police and other regulations not in conflict with the general laws; and

**WHEREAS** Idaho Code, Title 50, Section 303, “Powers,” provides that cities are “empowered to “create, purchase, operate and maintain recreation and cultural facilities and activities”; and

**WHEREAS** The mission of the Mountain Home Historical Society, a 501(c) (3) nonprofit corporation, has been to enrich and educate the community by operating the City’s Historical Museum and promoting related historical and cultural activities; and

**WHEREAS** The City finds that providing a museum and related historical and cultural activities for its citizens is a public benefit; and

**WHEREAS** The Mountain Home Historical Society, Inc., is best suited to provide these activities on behalf of and for the City of Mountain Home in exercising its powers under § 50-303, Idaho Code;

**NOW, THEREFORE, IN MUTUAL CONSIDERATION of the covenants contained herein, the parties agree to the following:**

1. **Term of Agreement.** The original term of this agreement is from October 1, 2025, and ending on or before September 30, 2026, with the option of renewal in future years.

2. **Location.** The service area is the city limits of the City of Mountain Home, Elmore County, Idaho.

3. **Scope of Work.**

**General:** The Mountain Home Historical Society (“MHHS”) operates a Museum open to the general public, and provides public outreach programs and historical and cultural activities to schools, nursing homes, and other community groups. MHHS has requested that the City provide partial funding for MHHS’s operations serving residents of the City.

**Services:** MHHS will operate a museum open to the general public, in addition to public workshops and outreach programs.

**Responsibilities:** As an independent, non-profit corporation, MHHS is responsible to provide its own administration, oversight, budgeting, management and control of its operations, including compliance with employment and State and Federal regulatory requirements. Other than the funding provided under this agreement, The City of Mountain Home provides no employees or administration of MHHS or its operations. Except for the City’s general law enforcement operations, or as otherwise provided in this agreement, the City exercises no oversight over MHHS’s operations.

**Reporting:** In order for the City to measure the level and amount of service provided to City residents by MHAC, MHAC shall report not less than annually museum visitor counts, and status and attendance of past and scheduled and upcoming, workshops, and outreach programs, for the past and upcoming calendar year.

**Non-Exclusivity:** The parties agree that this agreement does not grant MHHS any exclusive right to provide the described artistic and cultural activities. The parties further agree that the City is free to contract with other service providers as it deems necessary to serve the public interest.

4. **Payment Agreement and Summary of Costs:** Payment for services will be made on the following basis:

- a. In consideration of the cultural activity services provided to citizens as outlined above, the City will pay to MHHS the amount of \$7,000.00 during the period of the contract, in one annual lump sum payment, payable as outlined below.
- b. MHHS will provide an invoice to the City at the beginning of each year of service provided under the contract, after which presentation, the city shall pay the amount due.
- c. In the event MHHS curtails or ceases services, the City shall be under no obligation to pay MHHS for those months or portions of months for which services were unavailable to residents of the City, and the City shall be reimbursed for those months services were unavailable.
- d. The City will pay the utility costs, including phone and IT services, along with the repair and maintenance costs for the operation of the Museum Building.

5. **Insurance:** The relationship between MHHS and the City is purely contractual. Each party will maintain its separate identity and shall be responsible for its own actions and the actions of its employees and agents. MHHS shall maintain its own insurance at all times during the effective dates of this agreement.

6. **Indemnification by MHHS:** MHHS agrees to indemnify and hold City harmless against all actions, losses, liabilities, judgments, claims, demands, costs, damages, or expense of any kind on account thereof, including attorneys' fees and costs of defense, which arise or may arise as a result of the negligence of MHHS, its agents or employees.

7. **Termination:** Either party may terminate this agreement upon providing the other party 60 days written notice.

CITY OF MOUNTAIN HOME, IDAHO

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

ATTEST:

---

Tiffany Belt, City Clerk

MOUNTAIN HOME HISTORICAL SOCIETY,  
INC., A NOT-FOR-PROFT CORPORATION

By \_\_\_\_\_  
Chairman



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 20, 2025

RE: Revisions Civic Group Agreements- 6 consent agenda items

*City Council Meeting: September 23, 2025, items tabled*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

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I am hopeful that the language represents the Council's direction from the September 23, 2025, meeting and is now reflected throughout the draft agreements for your review and confirmation.

Please advise if any further adjustments are requested.

Respectfully,

A handwritten signature in blue ink that reads "Tiffany Belt".

Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)

writing before approving.

Phil Wuest said that the preliminary plat already shows what Councilman Brennan was asking for. He clarified that the request for the development agreement would essentially require the building to be constructed on the specified lot as shown on the plat before issuing a building permit for the 140th or 144th house. He added that the Council would see the development agreement again before signing the order.

Mayor Sykes stepped out at 6:46 P.M. and returned at 6:47 P.M.

There was a discussion between the Councilmembers summarizing and clarifying what everyone has asked for and recommended.

Councilman Brennan and Paul Fitzer, City Attorney, had a discussion on how to appropriately word a motion based on all things that had been discussed.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the "Turner House Depot" preliminary plat with conditions. Councilman Harjo seconded the motion. The vote goes as follows: Councilwoman Wirkkala; nay, Councilman Brennan; aye, Councilman Harjo; aye. The motion passed by majority vote.

3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts to amend the entitled R-4 PUD "Turner House Depot" with conditions and change through interlineation that the commercial building of not less than 3,200 square feet must be built before the 144<sup>th</sup> residential building permit could be pulled. Councilman Harjo seconded the motion. The vote goes as follows: Councilman Harjo; aye, Councilwoman Wirkkala; nay, Councilman Brennan; aye. The motion passed by majority vote.

4) Approve the service agreement with Mountain Home Arts Council, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala thanked Tiffany Belt, City Clerk, for getting this back on the agenda. She said she wanted to add provisions to the contracts requiring each civic group to match their own fundraising efforts to receive funding, submit financial documents before the next budget meeting as part of the annual report, and report to Council biannually on the services they provided to the community.

Councilman Brennan addressed Councilwoman Wirkkala's request for civic groups to report to Council every 6 months stating that if the contract is approved at the beginning of the fiscal year and they ask for their money right at the beginning of the year, what is the penalty for not coming back? Is the penalty just simply the next year's request.

Mayor Sykes suspended Robert's Rules of Order to allow for dialogue on this topic between Council and City staff, and Legal.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council meeting. Councilman Brennan seconded the motion. The vote goes as follows: Councilman Brennan; aye, Councilwoman Wirkkala; aye, Councilman Harjo; aye. The motion passed by unanimous vote.

5) Approve the service agreement with Mountain Home Senior Citizens, Inc., and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala made a motion to table New Business Items 4 through 9 to the next City Council Council Minutes – September 23, 2025

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT**, made and entered into this \_\_\_\_\_ day of October, 2025, by and between ELMORE COUNTY DOMESTIC VIOLENCE COUNCIL, INC., (“ECDVC”), a not-for-profit corporation, and the City of Mountain Home, an Idaho municipal corporation (“City”).

**WHEREAS** Article XII, Section 2 of the Idaho Constitution grants cities the authority to make and enforce all local police and other regulations not in conflict with the general laws; and

**WHEREAS** Idaho Code, Title 50, Section 302, “Powers,” provides that cities are granted powers to “maintain the peace, good government and welfare of the corporation”; and

**WHEREAS** In enacting the Domestic Violence Crime Prevention chapter of Idaho Code, the Idaho Legislature has found, as stated in Section 39-6302, I.C., that “domestic violence is a crime which can be deterred, prevented, or reduced by legal intervention”, and

**WHEREAS** The Idaho Legislature requires, in Section 39-6316, Idaho Code, that peace officers, in responding to domestic violence calls shall “make every effort to arrange, offer, or facilitate transportation for the victim to a hospital for treatment of injuries or to a place of safety or shelter”; and

**WHEREAS** The Elmore County Domestic Violence Council provides, among many other services, urgent services to victims of domestic violence including arranging and facilitating transportation to hospitals or other places of safety and shelter and facilitates and arranges temporary shelter for the safety of the victims and the community; and

**WHEREAS** The services provided by the Elmore County Domestic Violence Council materially assist the Mountain Home Police Department in maintaining peace and safety during urgent domestic violence situations and furthers the legislative intent of I.C. 39-6302 by deterring, preventing and reducing domestic violence when facilitating transportation and providing shelter for victim safety;

**WHEREAS** The Elmore County Domestic Violence Council can provide these services on behalf of and for the Mountain Home Police Department in fulfillment of its public safety function, freeing officers to provide other critical law enforcement functions;

**NOW, THEREFORE, IN MUTUAL CONSIDERATION of the covenants contained herein, the parties agree to the following:**

1. **Term of Agreement.** The original term of this agreement is from October 1, 2025, and ending on or before September 30, 2026, with the option of renewal in future years.

2. **Location.** The service area is the city limits of the City of Mountain Home, Elmore County, Idaho.

3. **Scope of Work.**

**General:** Elmore County Domestic Violence Council (“ECDVC”) operates and maintains a victim’s counseling and outreach center in the Mountain Home area as outlined on the attached Appendix “A.” ECDVC has requested that the City provide partial funding for ECDVC’s victim

service operations serving residents of the City as requested by the Mountain Home Police Department (“MHPD”) during domestic violence calls and incidents.

**Services:** ECDVC will operate a victim support system or hotline that provides services to City residents during domestic violence calls or incidents as shown on the attached Appendix “B.”

**Responsibilities:** As an independent, non-profit corporation, ECDVC is responsible to provide its own administration, oversight, budgeting, management and control of its operations, including compliance with employment and State and Federal regulatory requirements. Other than the funding provided under this agreement, The City of Mountain Home provides no employees or administration of ECDVC or its operations. Except for the City’s general law enforcement operations, and as otherwise provided in this agreement, the City exercises no oversight over ECDVC’s operations as set forth in Appendices A and B.

**Matching Requirement:** As a condition of receiving City funding, ECDVC shall contribute an amount equal to or greater than the total City allocation through its own fundraising efforts, donations, or other verifiable community support. Documentation of such matching funds shall be provided to the City Clerk prior to disbursement of City funds.

**Reporting Requirements:** In order for the City to measure the level and amount of service provided to City residents, ECDVC shall:

- a. Submit a financial statement and fundraising summary no later than thirty (30) days prior to the City’s annual budget workshop. The report shall detail revenues, expenditures, matching contributions, and specific uses of City-provided funds.
- b. Provide a biannual service report to the City Council, summarizing programs, activities, and services delivered to the community. Reports may be written or presented in person and shall include measurable data such as the number of meals served, participation levels, volunteer hours, and events conducted.

Failure to submit the required financial or service reports may result in ineligibility for future City funding.

**Reporting:** In order for the City to measure the level and amount of service provided to City residents by ECDVC, ECDVC shall report not less than monthly the number of victims served, transported, or housed or otherwise supported as requested by MHPD during domestic violence calls or incidents.

**Non-Exclusivity:** The parties agree that this agreement does not grant ECDVC any exclusive right to provide the described domestic violence services. The parties further agree that the City is free to contract with other service providers as it deems necessary to serve the public interest.

4. **Payment Agreement and Summary of Costs:** Payment for services will be made on the following basis:

- a. In consideration of the domestic violence services provided to victims when contacted by the MHPD as outlined above, the City will pay to ECDVC the amount of \$7,000 during the period of the contract, in one annual lump sum payment, payable as outlined below.
- b. ECDVC will provide an invoice to the City at the beginning of each year of service provided under the contract. ECDVC will send the invoice to the City,

and payment will be made to ECDVC no later than the end of the month following submission of the invoice, and should be sent to the ECDVC office in Mountain Home. **Subject to verification of compliance with Section 3 (Reporting and Matching Requirements).**

- c. In the event ECDVC curtails or ceases services, the City shall be under no obligation to pay ECDVC for those months or portions of months for which services in Appendix A were unavailable to residents of the City.

5. **Insurance:** The relationship between ECDVC and City is purely contractual. Each party will maintain its separate identity and shall be responsible for its own actions and the actions of its employees and agents. ECDVC shall maintain its own insurance at all times during the effective dates of this agreement.

6. **Indemnification by ECDVC.** ECDVC agrees to indemnify and hold City harmless against all actions, losses, liabilities, judgments, claims, demands, costs, damages or expense of any kind on account thereof, including attorneys' fees and costs of defense, which arise or may arise as a result of the negligence of ECDVC, its agents or employees.

7. **Termination.** Either party may terminate this agreement upon providing the other party 60 days written notice. **The City reserves the right to withhold payment or decline renewal for non-compliance with the reporting or matching provisions set forth in Section 3.**

8.

CITY OF MOUNTAIN HOME, IDAHO

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

ATTEST:

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

ELMORE COUNTY DOMESTIC VIOLENCE  
COUNCIL, INC., A NOT-FOR-PROFIT  
CORPORATION

By \_\_\_\_\_  
Chairman

## AGREEMENT FOR LOCATION AWARENESS TRACKING DEVICE SERVICES

This Agreement For Location Awareness Tracking Device Services ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the City of Mountain Home, Idaho, a city within Elmore County, Idaho, incorporated under Idaho Constitution Article XII, §1 ("City"), and Azuga, Inc., a California corporation with its principal place of business at 42840 Christy Street, Fremont, California (hereinafter "Provider" or "Azuga" and (collectively, the "Parties").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above which are incorporated herein, City and Azuga represent, covenant, undertake and agree as follows:

### **1. Purpose**

The purpose of this Agreement is to provide the City with GPS-based location awareness tracking devices and associated software and support services to monitor City vehicular use for operational, safety, and accountability purposes.

### **2. Scope of Services**

Provider agrees to furnish GPS based location equipment as more fully detailed in the attached Order Form.

### **3. Term**

This Agreement shall begin on the Effective Date and continue for a thirty-six (36) month term unless terminated earlier in accordance with Section 9.

### **4. Compensation**

City shall pay Provider in the amounts as provided in the attached Order Form. Invoices will be submitted monthly and paid within thirty (30) days of receipt.

### **5. Subscription Terms, Special Terms, Amendments, Precedence.**

- (a) **Subscription Terms.** Unless otherwise provided herein, this Agreement is subject to, and incorporates the Azuga Master Agreement and all referenced and applicable related terms (found here: <https://www.azuga.com/license-agreement>) including the provisions set forth in the subheadings entitled "Acceptance & Explanation"; "Third Party Terms", "Privacy Policy", General Terms; Service Schedules", "Data Processing Addendum", and "Changes".
- (b) **Special Terms.** Notwithstanding the provisions of Section 5(a) (Subscription Terms), above, the parties have agreed that, for purposes of this Agreement, a number of concessions and variations to the Azuga Master Agreement are agreed to and are hereby incorporated into "Amendment 1 to the Azuga Master Agreement" attached hereto as **Exhibit A**.
- (c) **Amendments.** Any future amendments or variations of this Agreement must be in

writing and mutually executed by the parties as additional, and sequential, amendments. No changes to terms written into either a Purchase Order or Order Form shall be deemed valid or effective.

(d) **Precedence.** With respect to conflicts of terms within the documents the following precedence shall apply to the various documents contained in this Agreement (in order of hierarchy).

1. This Agreement (“Agreement for Location Awareness Tracking Device Services”)
2. Amendment 1 to the Azuga Master Agreement
3. Azuga Master Agreement
4. Order Form(s)

## **6. Data Ownership and Privacy**

All data collected through the tracking devices shall remain the sole property of the City. Provider shall not share, sell, or distribute location data without prior written consent of the City. Provider shall implement appropriate cybersecurity measures to protect sensitive data.

## **7. Compliance with Law**

Provider shall comply with all applicable federal, state, and local laws, including those concerning data privacy, public records, and employee monitoring where applicable.

## **8. Indemnification**

Provider hereby agrees to protect, defend, indemnify and hold harmless City from and against any and all liabilities, costs and/or expenses including, without limitation, reasonable attorneys' fees, in connection with damages, losses, injuries, and/or death to persons which may be asserted against City, City's members, employees, representatives, and/or agents, arising out of or in relation to the performance of this Agreement, except to the extent (if any) such liabilities, costs or expenses are caused by, arise out of, result from or relate to City's own negligence or intentional misconduct.

## **9. Termination**

Either party may terminate this Agreement with or without cause with thirty (30) days written notice. The City may terminate for cause immediately if Provider fails to perform essential services.

## **10. Independent Contractor**

Provider is an independent contractor and not an employee, agent, or representative of the City.

## **11. Notices**

All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or if sent via U.S. mail, then three (3) days following deposit therein, certified mail, return receipt requested, or if sent via facsimile transmission, when received as confirmed by the date and time stamp on such facsimile transmission, addressed as follows:

(a) If to City:

City of Mountain  
Home 160 South  
3<sup>rd</sup> West  
PO Box 10  
Mountain Home, Idaho 83647

(b) If to Azuga:

Azuga, Inc.  
42840 Christy Street  
Fremont, California 94538  
Attn: General Counsel

## 12. Miscellaneous

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

(b) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, written or oral. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by either Party, and no notice of any extension, change, modification or amendment made or claimed by either Party shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification or amendment is sought, and then only to the extent set forth in such instrument.

(c) **Legal Representation.** All Parties have been represented by separate legal counsel in this matter. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.

(d) **Captions.** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the text.

(e) **Invalid Provisions.** In the event any term or provision of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho, without regard to conflicts of laws principles.

(g) **Attorneys' Fees.** If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the

prevailing party, including the same with respect to an appeal.

(h) **Authority.** Each party represents to the other that it has authority to execute this Agreement and to perform all of the terms and conditions required of them as provided under this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**City of Mountain Home:**

**Azuga, Inc. a Bridgestone Company:**

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

By \_\_\_\_\_  
Pierre Parent, CFO

**ATTEST:**

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

## EXHIBIT A – Amendment 1 to Azuga Master Agreement

This Amendment 1 to Azuga Master Agreement (hereafter “Amendment 1”) is made in to the Azuga Master Agreement found here: <https://www.azuga.com/license-agreement> (the “AMA”) and is incorporated into the Agreement for Location Awareness Tracking Device Services (the “Agreement”) entered into by and between the City of Mountain Home, Idaho, a city within Elmore County, Idaho incorporated under Idaho Constitution Article XII, §1 (“City”), and Azuga, a Bridgestone Company, a California corporation with its principal place of business at 42840 Christy Street, Fremont, California (hereinafter “Provider” or “Azuga” and (collectively, the “Parties”).

1. **Changes to AMA.** Notwithstanding the provisions of the section of the AMA entitled “Changes”, the parties agree that:
  - a. **De-Minimus Changes.** De-minimus changes which do not vary the obligations or material value of the Agreement or nature of the Services shall be allowed by Azuga without any notification and shall be deemed incorporated into the Agreement upon posting by Azuga. For greater certainty, the parties agree that a “de minimus” change constitutes items including, but not limited to, the following: corrections of typographical or scrivener’s errors; changes to dates; legislative references; references and names of products and/or services; additions of or updates to references of legislation, regulations, or laws to which the AMA is subject or in alignment to; expansion of Service offerings and features; addition or deletion of services to which City has not subscribed to; structural changes of the AMA and incorporated documents; etc.
  - b. **Material Changes.** The “Changes” section of the Data Processing Addendum (“DPA”) is hereby deleted. Azuga will notify City of any changes which directly affect the Services subscribed to by City which impact the nature of the Services, the relative obligations of the parties where City’s obligations, costs, or liabilities are increased from those set forth in the Agreement. City will have the option to either agree, in writing, to the Material Changes or elect to Cancel the Agreement within the time-frame specified in the notice, but in no event not less than forty-five (45) day.
  - c. **Cancelation due to Material Change:** In the event City objects to Material Changes and opts to Cancel the Agreement, Azuga will not hold City responsible for \_\_\_\_\_ (“ETF”) costs.
2. **Public Records Request Legislation.** The Privacy Policy of the AMA are hereby modified to comply with the Idaho Public Records Act Title 74, Chapter 1, Idaho Code. Notwithstanding provisions of the AMA providing for Confidentiality, City may release such information it deems strictly necessary in order to comply with any Public Records or Freedom of Information requests provided that it also provides Azuga a copy of such information release and the request made for its records.

3. **Dispute Resolution.** Any and all reference to “arbitration” in the AMA are hereby deleted. Notwithstanding any provision within the AMA pertaining to dispute resolution, the Parties do hereby agree that any dispute arising out of the Agreement (including the AMA, this Amendment, or related and incorporated terms) shall be resolved, in the first instance, by the good-faith efforts of the parties to reach mutually agreeable resolutions. Failing such resolutions, the Parties agree to submit to non-binding mediation with a mediator that is agreeable to both and located in the location of their choosing within the Jurisdiction provided for at Section 12(f) of the Agreement.

**Authority.** Each party represents to the other that it has authority to execute this Amendment 1 and to perform all of the terms and conditions required of them as provided under the Agreement hereby amended.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**City of Mountain Home**

**Azuga, Inc., a Bridgestone Company**

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

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

Rich Sykes, Mayor

Pierre Parent, CFO

**ATTEST:**

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

Tiffany Belt, City Clerk

**EXHIBIT B – Order Form**



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 24, 2025

RE: Clarification of Expenditure Report from October 14, 2025, City Council Meeting

*City Council Meeting: October 14, 2025 (Item Tables)*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

During the review of the expenditure report presented at the October 14, 2025, City Council meeting, staff identified the need to provide clarification regarding the following budget lines:

01-416-56-00

25-434-56-00

26-435-56-00

These expenditures represent mileage reimbursements associated with attendance at a conference and travel to a lunch meeting location. The charges were not for the purchase of lunch or meal expenses.

However, staff have since determined that invoice Sept2025C (\$61.46) was a duplicate submission made in error by the employee. The check issued to Dale King will be voided and reissued appropriately. The corrected transaction will appear on the November 12, 2025, payment approval report.

Staff respectfully request Council approval of the October 14, 2025, payment approval report, with the noted void and correction.

Respectfully,

Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)



## MILEAGE CHARGE INFORMATION FORM

**NAME:** Dale King

**DEPARTMENT:** Economic Development

**DATE OF MILEAGE:** 9/2/2025

**REASON FOR MILEAGE:** Wingers for Lunch, then to the Innovation Conference at the Renegade Hotel in Boise.

**APPROVED BY:** DK

**CHARGE TO GL #:** 01-416-56 \$ 20.77    25-434-51 \$ 20.77    26-435-56 \$ 20.76

**NUMBER OF MILES:** 89 miles @ .70 per mile    Dep-2025H    121d63

**TOTAL AMOUNT CLAIMED:** \$62.30

- Mountain Home City Hall, 160 S 3rd E St, Mountain Home, ID 83647
- 2.6 miles – Wingers Marathon Cheese & McKenna
- 44.7 miles - Innovation Boise (Renegade Hotel)
- 44.3 miles - Mountain Home City Hall, 160 S 3rd E St, Mountain Home, ID 83647

*Sept 2025 H*

*9/2/2025*

*Mile 89 mi Le*

*- Correct -*

**\*\*Please include a copy of the map showing starting address to arrival address.\*\***



## MILEAGE CHARGE INFORMATION FORM

**NAME:** Dale King

**DEPARTMENT:** Economic Development

**DATE OF MILEAGE:** 9/3/2025

**REASON FOR MILEAGE:** Innovation Conference at the Renegade Hotel in Boise.

**APPROVED BY:**

**CHARGE TO GL #:** 01-416-56 \$20.48 25-434-56 \$20.49 26-435-56 \$20.49

**NUMBER OF MILES:** 87.8 miles @ .70 per mile      Dep-2025D      126663

**TOTAL AMOUNT CLAIMED:** \$61.46

- Mountain Home City Hall, 160 S 3rd E St, Mountain Home, ID 83647
- 43.9 miles - Innovation Boise (Renegade Hotel)
- 43.9 miles - Mountain Home City Hall, 160 S 3rd E St, Mountain Home, ID 83647

Sept 2025 D  
9/3/2025  
Mile 87.8

-Correct-

**\*\*Please include a copy of the map showing starting address to arrival address.\*\***



## MILEAGE CHARGE INFORMATION FORM

**NAME:** Dale King

**DEPARTMENT:** Economic Development

**DATE OF MILEAGE:** 9/2/2025

**REASON FOR MILEAGE:** Wingers, Innovation Conference at the Renegade Hotel in Boise.

**APPROVED BY:** DK

**CHARGE TO GL #:** 01-416-56 \$ 20.49 25-434-56 \$ 2049 26-435-56 \$ 20.48

**NUMBER OF MILES:** 87.8 miles @ .70 per mile      Dep-2025C      12663

**TOTAL AMOUNT CLAIMED:** \$61.46

- Mountain Home City Hall, 160 S 3rd E St, Mountain Home, ID 83647
- 43.9 miles - Innovation Boise (Renegade Hotel)
- 43.9 miles - Mountain Home City Hall, 160 S 3rd E St, Mountain Home, ID 83647

*Sept 2025 C*

*9/2/25 ?*

*Mile 87.8*

*Duplicate*

**\*\*Please include a copy of the map showing starting address to arrival address.\*\***

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 01-416-36-10 Copy Machine Lease				337 15	00	
01-416-41-00 Professional Services							
7022 Moore Smith Buxton & Turcke	86780		general professional services	10/06/2025	680 00	00	
Total 01-416-41-00 Professional Services					680 00	00	
01-416-52-00 Supplies							
11399 Amazon Capital Services	SEP-2025		monthly statement - dev serv	10/01/2025	134 53	00	
Total 01-416-52-00 Supplies					134 53	00	
01-416-53-00 Uniforms/Safety Clothing Items							
11399 Amazon Capital Services	SEP-2025		monthly statement - dev serv	10/01/2025	1 035 17	00	
411 D & B Supply	SEP-2025B		Monthly Statement - Dev serv	10/01/2025	89 99	00	
12663 King Dale	SEP-2025		reimburse clothing	09/22/2025	63 48	00	
1610 Wells Fargo Remittance Center	SEP-2025B		Monthly Statement (Dev Serv)	09/26/2025	329 08	00	
Total 01-416-53-00 Uniforms/Safety Clothing Items					1 517 72	00	
01-416-55-01 Printing & Publications							
1048 Mountain Home News	2093935		legals	09/30/2025	348 84	00	
Total 01-416-55-01 Printing & Publications					348 84	00	
01-416-56-00 Meetings, Schools & Dues							
12660 Idaho Manufacturing Alliance	5010		tradeshow exhibitor	09/17/2025	231 66	00	
12663 King Dale	AUG-2025		reimburse MAC luncheon	08/27/2025	8 33	00	
12663 King Dale	AUG-2025B		reimburse lunch w/marty anders	08/29/2025	16 67	00	
12663 King Dale	AUG-2025D		mileage meeting on base	08/15/2025	6 06	00	
12663 King Dale	SEP-2025B		reimburse lunch while at meeting	09/30/2025	9 39	00	
12663 King Dale	SEP-2025C		reimburse lunch while at confere	09/02/2025	20 49	00	- Remove
12663 King Dale	SEP-2025D		mileage conference in Boise	09/03/2025	20 48	00	
12663 King Dale	SEP-2025E		mileage meeting in glenns ferry	09/16/2025	13 05	00	
12663 King Dale	SEP-2025F		mileage meeting in boise	09/23/2025	24 36	00	
12663 King Dale	SEP-2025H		mileage conference in Boise	09/02/2025	20 77	00	
1610 Wells Fargo Remittance Center	SEP-2025B		Monthly Statement (Dev Serv)	09/26/2025	2 367 52	00	
1610 Wells Fargo Remittance Center	SEP-2025C		Monthly Statement (Dev Serv)	09/28/2025	311 31	00	
Total 01-416-56-00 Meetings, Schools & Dues					3 050 09	00	43,029.40
01-416-85-00 Miscellaneous							
11399 Amazon Capital Services	SEP-2025		monthly statement - dev serv	10/01/2025	291 90	00	
Total 01-416-85-00 Miscellaneous					291 90	00	
Total DEVELOPMENT SERVICES					9 366 23	00	
PROSECUTION							
01-420-41-00 Attorney Fees							
7022 Moore Smith Buxton & Turcke	86781		criminal prosecution	10/06/2025	16,000 00	00	
Total 01-420-41-00 Attorney Fees					16,000 00	00	
Total PROSECUTION					16,000 00	00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5974	Advanced Control Systems LLC	41042	Monthly Rapid Response program	09/20/2025	888.66	00	
			Total 25-434-43-30 SCADA Monthly Support		5,042.37	00	
			25-434-43-35 SCADA Maint & Software				
10162	T-Mobile	SEP 2025	mobile hotspots	09/15/2025	85.40	00	
			Total 25-434-43-35 SCADA Maint & Software		85.40	00	
			25-434-52-00 Supplies				
11399	Amazon Capital Services	SEP-2025	monthly statement - water	10/01/2025	47.52	00	
11306	Capital One	SEP-2025	monthly statement - Water	09/19/2025	43.00	43.00	09/30/2025
9586	WinCo	SEP 2025	candy for spooktacular	09/22/2025	110.10	00	
			Total 25-434-52-00 Supplies		200.62	43.00	
			25-434-53-00 Uniform/Safety Clothing Items				
411	D & B Supply	SEP-2025B	Monthly Statement-Water	10/01/2025	374.83	00	
12663	King Dale	SEP 2025	reimburse clothing	09/22/2025	63.48	00	
			Total 25-434-53-00 Uniform/Safety Clothing Items		438.31	00	
			25-434-56-00 Meetings, Schools & Dues				
12556	Alumbaugh Randy	AUG-2025B	reimburse parking fee	08/28/2025	6.67	00	
12556	Alumbaugh Randy	SEP 2025	mileage september	09/22/2025	9.79	00	
12660	Idaho Manufacturing Alliance	5010	tradeshow exhibitor	09/17/2025	231.67	00	
12663	King Dale	AUG-2025	reimburse MAC luncheon	08/27/2025	8.33	00	
12663	King Dale	AUG-2025B	reimburse lunch w/marty anders	08/29/2025	16.67	00	
12663	King Dale	AUG-2025C	mileage meeting on base	08/26/2025	5.13	00	
12663	King Dale	AUG-2025D	mileage meeting on base	08/15/2025	6.07	00	
12663	King Dale	SEP 2025B	reimburse lunch while at meeting	09/30/2025	9.38	00	
12663	King Dale	SEP 2025C	reimburse fund while at conference	09/02/2025	20.45	00	
12663	King Dale	SEP 2025D	mileage conference in Boise	09/03/2025	20.49	00	
12663	King Dale	SEP-2025E	mileage meeting in glenns ferry	09/16/2025	13.04	00	
12663	King Dale	SEP-2025F	mileage meeting in boise	09/23/2025	24.36	00	
12663	King Dale	SEP-2025G	mileage meeting in boise	09/26/2025	20.58	00	
12663	King Dale	SEP-2025H	mileage conference in Boise	09/02/2025	20.77	00	
1910	Wells Fargo Remittance Center	SEP-2025B	Monthly Statement (Water)	09/26/2025	499.63	00	
1910	Wells Fargo Remittance Center	SEP-2025C	Monthly Statement (Water)	09/28/2025	257.05	00	
			Total 25-434-56-00 Meetings, Schools & Dues		1,170.11	00	
					\$20.45		
			25-434-75-00 Line Repair-Meters & Hardware				
9643	Core & Main	X167645	meter pits	09/15/2025	213.94	00	
9643	Core & Main	X510279	repair clamps	09/15/2025	1,460.12	00	
9643	Core & Main	X701396	epoxy coated strap ballcorp stop	09/10/2025	467.71	00	
9643	Core & Main	X733043	18 cmp 16ga end section	09/15/2025	480.56	00	
1430	Standard Plumbing Supply Co	ZHR813	repair clamp	09/24/2025	19.57	00	
			Total 25-434-75-00 Line Repair-Meters & Hardware		1,680.78	00	
			25-434-75-05 Meter Replacement Program				
9643	Core & Main	X136118	etherenet gateway outdoor ups sys	09/15/2025	18,357.10	00	
9643	Core & Main	X355998	gaskets measuring chamber asse	09/15/2025	1,012.25	00	
			Total 25-434-75-05 Meter Replacement Program		19,369.35	00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>26-435-53-00 Uniform/Safety Clothing Item</b>							
411	D & B Supply	SEP-2025B	Monthly Statement-Waste Water	10/01/2025	408.90	00	
12663	King, Dale	SEP-2025	reimburse clothing	09/22/2025	63.48	00	
Total 26-435-53-00 Uniform/Safety Clothing Item						472.38	00
<b>26-435-56-00 Meetings, Schools &amp; Dues</b>							
12556	Alumbaugh, Randy	AUG-2025B	reimburse parking fee	08/28/2025	6.66	00	
12556	Alumbaugh, Randy	SEP-2025	mileage september	09/22/2025	9.78	00	
12660	Idaho Manufacturing Alliance	5010	tradeshow exhibitor	09/17/2025	231.67	00	
12663	King, Dale	AUG-2025	reimburse MAC luncheon	08/27/2025	8.34	00	
12663	King, Dale	AUG-2025B	reimburse lunch w/marty anders	08/29/2025	16.66	00	
12663	King, Dale	AUG-2025C	mileage meeting on base	08/26/2025	5.13	00	
12663	King, Dale	AUG-2025D	mileage meeting on base	08/15/2025	6.07	00	
12663	King, Dale	SEP-2025B	reimburse lunch while at meeting	09/30/2025	9.39	00	
12663	King, Dale	SEP-2025C	reimburse lunch while at conference	09/02/2025	20.16	00	Remove
12663	King, Dale	SEP-2025D	mileage conference in Boise	09/03/2025	20.49	00	
12663	King, Dale	SEP-2025E	mileage meeting in glenns ferry	09/16/2025	13.04	00	
12663	King, Dale	SEP-2025F	mileage meeting in boise	09/23/2025	24.36	00	
12663	King, Dale	SEP-2025G	mileage meeting in boise	09/26/2025	20.58	00	
12663	King, Dale	SEP-2025H	mileage conference in Boise	09/02/2025	20.76	00	
1610	Wells Fargo Remittance Center	SEP-2025B	Monthly Statement (Waste Water)	09/26/2025	164.67	00	
1610	Wells Fargo Remittance Center	SEP-2025C	Monthly Statement (Waste Water)	09/28/2025	257.08	00	
Total 26-435-56-00 Meetings, Schools & Dues						835.16	00
<del>20.48</del>							<b>\$814.68</b>
<b>26-435-84-00 Water Samples</b>							
14	Analytical Laboratories Inc	2507655	wastewater monitoring	09/30/2025	692.00	00	
Total 26-435-84-00 Water Samples						692.00	00
<b>26-435-85-10 Dig-Line Excavation</b>							
449	Digline Inc	007790-IN	MONTHLY FEE	09/30/2025	166.72	00	
Total 26-435-85-10 Dig-Line Excavation						166.72	00
<b>26-435-99-10 Equip Inventory-\$500 to \$5000</b>							
11399	Amazon Capital Services	SEP-2025	monthly statement - waste water	10/01/2025	380.00	00	
Total 26-435-99-10 Equip Inventory-\$500 to \$5000						380.00	00
Total WASTEWATER DEPARTMENT						89.122.22	58.45
Total WASTEWATER MAINT FUND						89.122.22	58.45
<b>SANITATION FUND</b>							
<b>SANITATION DEPARTMENT</b>							
<b>27-433-20-00 Fringe - City Portion</b>							
3475	State Insurance Fund	29504436	Workman's Comp-Sanitation	10/01/2025	44.60	00	
Total 27-433-20-00 Fringe - City Portion						44.60	00
<b>27-433-31-10 Postage and Processing</b>							
179	Billing Document Specialists	102650	Monthly Statement - sanitation	09/30/2025	1,685.12	00	
Total 27-433-31-10 Postage and Processing						1,685.12	00



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 24, 2025

RE: Draft Land Lease Agreement – Mellen Subdivision Water District

*City Council Meeting: September 23, 202 (Discussion only)*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

This memo is to update the Mayor and Council on the draft land lease agreement with the Mellen Subdivision Water District.

The agreement includes details for installing and maintaining the water meter, clarifies ownership responsibilities, and outlines how emergency water use will be handled. It also notes that since the Mellen Subdivision is outside the city limits, the District would pay one and one-half (1½) times the current City water rate if emergency water service is needed.

Staff is still confirming the final water meter details. Once confirmed, that information will be added to Section 7 of the agreement before final approval.

The draft agreement was sent to the District on Friday, October 24, 2025, for their review and comments.

Respectfully,

Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)

## LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation of Elmore County, State of Idaho (hereinafter referred to as the "City"), and the MELLEN SUBDIVISION WATER DISTRICT, a water district organized pursuant to Idaho Code Title 42, Chapter 32 (Water and Sewer Districts) (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, the City owns certain real property located in Section Twenty-Seven (27), Township Three (3) South, Range Six (6) East, Boise Meridian, in Elmore County, Idaho, suitable for use as a well site; and

WHEREAS, the District desires to lease a portion of said property from the City for use as a well site, subject to the terms and conditions contained herein; and

WHEREAS, the above-described property is not currently being used for any City purpose and will not be needed for any City purpose for at least the **next thirty (30) years**; and

WHEREAS, the Mayor and City Council of the City of Mountain Home, Idaho, by resolution duly enacted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, have determined that the above-described real property is not presently needed for any City purpose and will not be needed for any City purpose for at least the next **thirty (30) years**, that the terms of this lease are just and equitable, and have authorized the leasing of said property to the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City hereby leases, lets, and demises unto the District the real property particularly described in Exhibit "A" attached hereto and incorporated herein by reference, under the following terms and conditions:

### 1. TERM OF LEASE

a. Initial Term. The initial term of this lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, 2055, unless sooner terminated as provided herein.

b. Renewal. If, at the end of the **initial thirty (30) year lease period**, it is determined by the governing body of the City that the leased property will not be needed for any municipal purpose, this lease may be renewed upon such terms and conditions as may be agreed upon between the parties.

## 2. RENT

The District agrees to pay the City annual rent in the amount of \$525.00, due on or before the first day of October of each year during the term of this Agreement. Beginning with the second year of the Agreement and each year thereafter, the annual rent shall automatically increase by five percent (5%) over the previous year's rent, unless otherwise agreed to in writing by both parties.

All rental payments shall be made payable to the City of Mountain Home and delivered to the City Clerk's Office at City Hall, P.O. Box 10, Mountain Home, Idaho 83647, or such other location as the City may designate in writing.

## 3. USE AND OCCUPATION OF PREMISES

The premises shall be used for the construction, maintenance, and operation of a well and well site, pump house, and water delivery system, and for uses reasonably necessary to these purposes. As a specific condition of this lease, the District shall not produce more than 300 gallons per minute (GPM) from the well located on the leased premises.

Because of the proximity of the leased premises to the Mountain Home Airport, and pursuant to the current City of Mountain Home Code and Elmore County Airport Overlay regulations, no structure exceeding fifteen (15) feet above ground level shall be placed or constructed on the leased premises, except during the actual drilling of the well.

## 4. UNDERGROUND UTILITIES

All transmission lines and utility connections serving the leased premises shall be installed underground, at the sole expense of the District.

## 5. CONNECTION TO CITY WATER (FOR EMERGENCIES ONLY)

The City shall allow the District to connect its water delivery system to the City's water system for use in emergency situations, subject to the following terms:

The connection shall include a backflow prevention device certified by an individual or company approved by the City, with proven experience in the installation and inspection of such devices.

The connection shall include a resilient wedge gate valve, manufactured by Waterous Co. or an approved equivalent, installed on the City's side of the preventer to ensure no water from the District's system flows into the City's system.

The District shall, at its expense, test and certify the backflow prevention device at least annually and provide proof of certification to the City.

The District assumes full responsibility for preventing water from backflowing into the City's water system.

#### 6. MAINTENANCE OF BACKFLOW PREVENTION DEVICE

The District shall maintain and repair the backflow prevention device at its own expense. Prior to any repair or maintenance, the District shall notify the City in writing of the nature of the work and the party performing it. Upon completion, the device shall be re-certified as provided above.

#### 7. INSTALLATION OF WATER METER DEVICE

The District shall be responsible for the purchase of the water meter device at its sole expense and shall ensure the meter meets the technical specifications required by the City of Mountain Home. [Meter specifications to be inserted here once finalized.]

Upon acquisition of the approved meter, the City shall perform the installation of the device at the designated connection point in accordance with City standards and specifications.

Following installation, ownership of the water meter shall vest in the City of Mountain Home, which shall retain all rights of control, calibration, and inspection of the device to ensure accurate measurement and compliance with City utility requirements.

Routine maintenance of the meter shall be performed by the City. Replacement of the meter due to wear, malfunction, or damage shall be the responsibility of the District, including all associated costs for procurement and installation labor. The City shall perform or oversee the replacement work to ensure compliance with City standards, and the District shall reimburse the City for all related costs.

#### 8. EMERGENCY USE

The District shall be permitted to use City water only in emergency situations, defined as an inability to deliver sufficient household water (excluding irrigation). If the emergency is caused by equipment failure, the District shall repair the equipment within 30 days. If the emergency is due to well failure, the District shall have six (6) months to rehabilitate the existing well or drill a new one. If the City experiences a water system failure during the District's emergency use period, the City may proportionally reduce or discontinue delivery to the District.

#### 9. CHARGE FOR USE OF CITY WATER

In the event of an emergency requiring the use of City water by the District, and because the residences served by the District are located outside the corporate limits of the City of Mountain Home (i.e., are extraterritorial), the District shall pay to

the City one and one-half (1½) times the current City water rate per gallon in effect at the time of the emergency water service request.

#### 10. MAINTENANCE OF WATER SYSTEM

The District shall chlorinate and maintain its water system in compliance with all applicable regulations of the Idaho Department of Environmental Quality (IDEQ). Upon request, the District shall provide proof of proper maintenance and inspection. The City shall have no responsibility for the inspection, maintenance, disinfection, or replacement of District equipment.

#### 11. CARE OF PROPERTY

The District shall maintain the premises in a clean and presentable condition and, upon lease termination, shall surrender possession in as good condition as at commencement, reasonable wear and acts of God excepted. The District shall not use the premises for any unlawful purpose.

#### 12. RIGHT OF ACCESS

The City shall have free access to the leased premises at all reasonable times for the purpose of inspection or making improvements for which it is responsible.

#### 13. TAXES

The District shall pay all ad valorem taxes assessed against the leased property and any improvements it places thereon.

#### 14. TITLE TO IMPROVEMENTS

Title to all buildings, equipment, and improvements installed by the District shall remain with the District.

#### 15. LIENS

The District shall keep the premises free of mechanics', materialmen's, or similar liens arising out of any work performed by or for the District, and shall hold the City harmless from all related claims and expenses, including attorney's fees.

#### 16. UTILITIES

The District shall pay all utility charges furnished to the leased premises.

#### 17. INSURANCE AND INDEMNITY

- a. Property Insurance. If improvements are constructed, the District shall insure such improvements against loss by fire or casualty at replacement value, with an insurer acceptable to the City.
  
- b. Liability Insurance. The District shall indemnify and hold harmless the City from all claims arising out of use of the leased premises or the City's water system. The

District shall maintain comprehensive general liability coverage of not less than \$1,000,000 combined single limit, naming the City as an additional insured.

- c. Certificates. The District shall furnish certificates of insurance to the City and ensure that no policy is cancelled or modified without at least thirty (30) days' prior written notice to the City.

#### 18. CONDEMNATION

If all or part of the leased premises is taken under eminent domain or destroyed by public action, this lease shall terminate as of the vesting date of title in the condemning authority. Rent paid in advance shall be refunded pro rata.

The District may remove its improvements and may seek compensation solely for their value and the unexpired lease term but shall not share in any award to the City.

#### 19. REMEDIES FOR DEFAULT

If the District defaults in rent payment or performance of any obligation, the City shall provide written notice specifying the default. The District shall have thirty (30) days to cure the default.

If not cured, the City may pursue any remedies available under Idaho law. A copy of such notice shall also be sent to the USDA (or successor agency) serving Elmore County.

#### 20. NOTICES

All notices required hereunder shall be delivered personally or by certified mail, return receipt requested, addressed as follows:

To the City:  
City of Mountain Home  
P.O. Box 10  
Mountain Home, Idaho 83647

To the District:  
Mellen Subdivision Water District  
[Insert Mailing Address]  
[Insert City, State, ZIP]

#### 21. ATTORNEY'S FEES

In any action to enforce or interpret this lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to other relief allowed by law.

#### 22. COVENANT OF QUIET ENJOYMENT

#

The City covenants that the District, upon performing all obligations herein, shall peaceably have, hold, and enjoy the leased premises during the lease term. Upon termination, the District shall surrender possession in good condition, reasonable wear and acts of God excepted.

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

CITY OF MOUNTAIN HOME, IDAHO

By: \_\_\_\_\_  
Mayor Rich Sykes

ATTEST:

By: \_\_\_\_\_  
Tiffany Belt, City Clerk Mayor Rich Sykes

City Clerk

MELLEN SUBDIVISION WATER DISTRICT

By: \_\_\_\_\_  
Chairman / Authorized Representative

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

EXHIBIT A

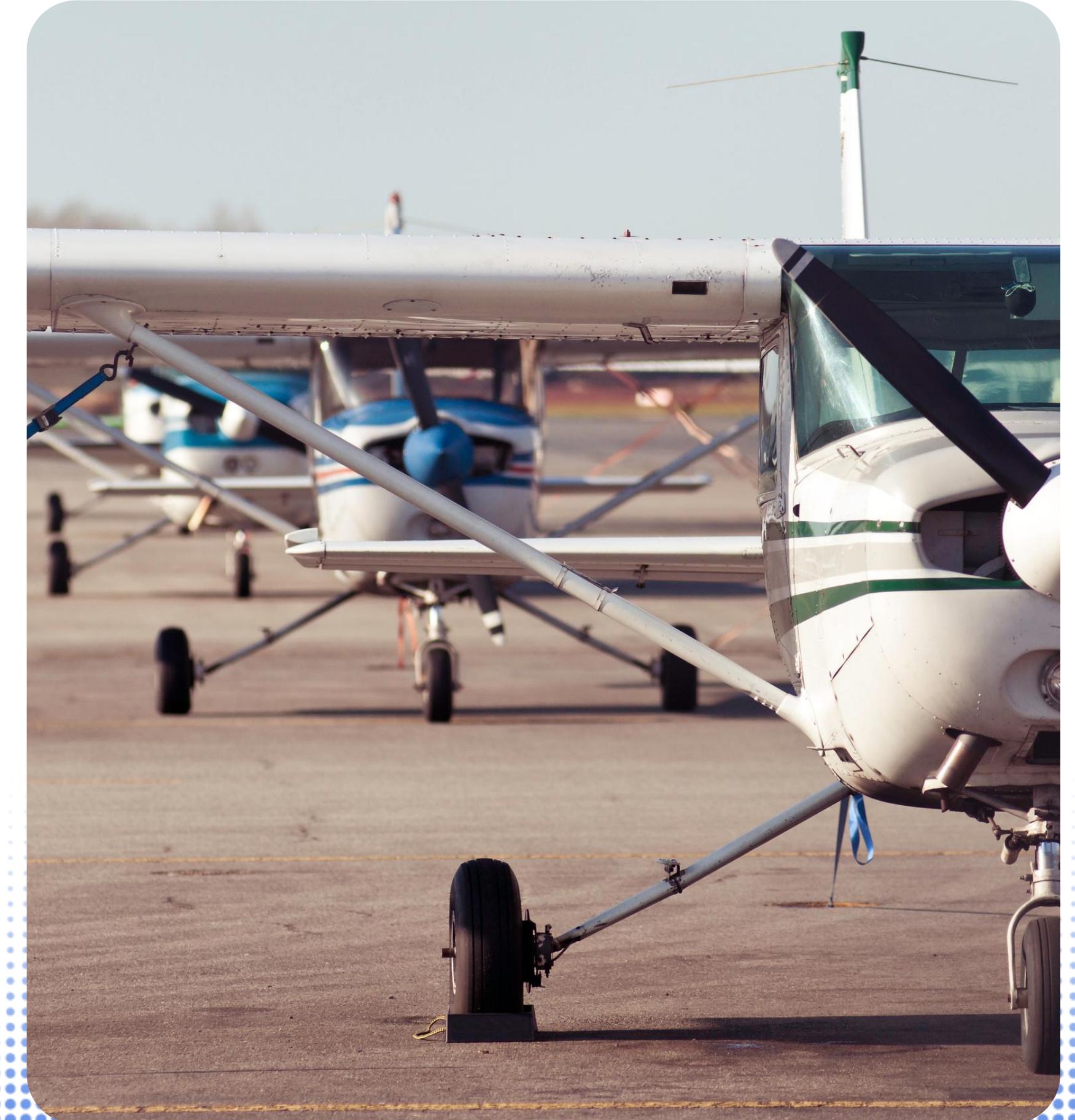
(Legal Description of Property)

EXHIBIT B

(City Council Resolution Authorizing Lease)

# UNICOM Frequency Change Brief

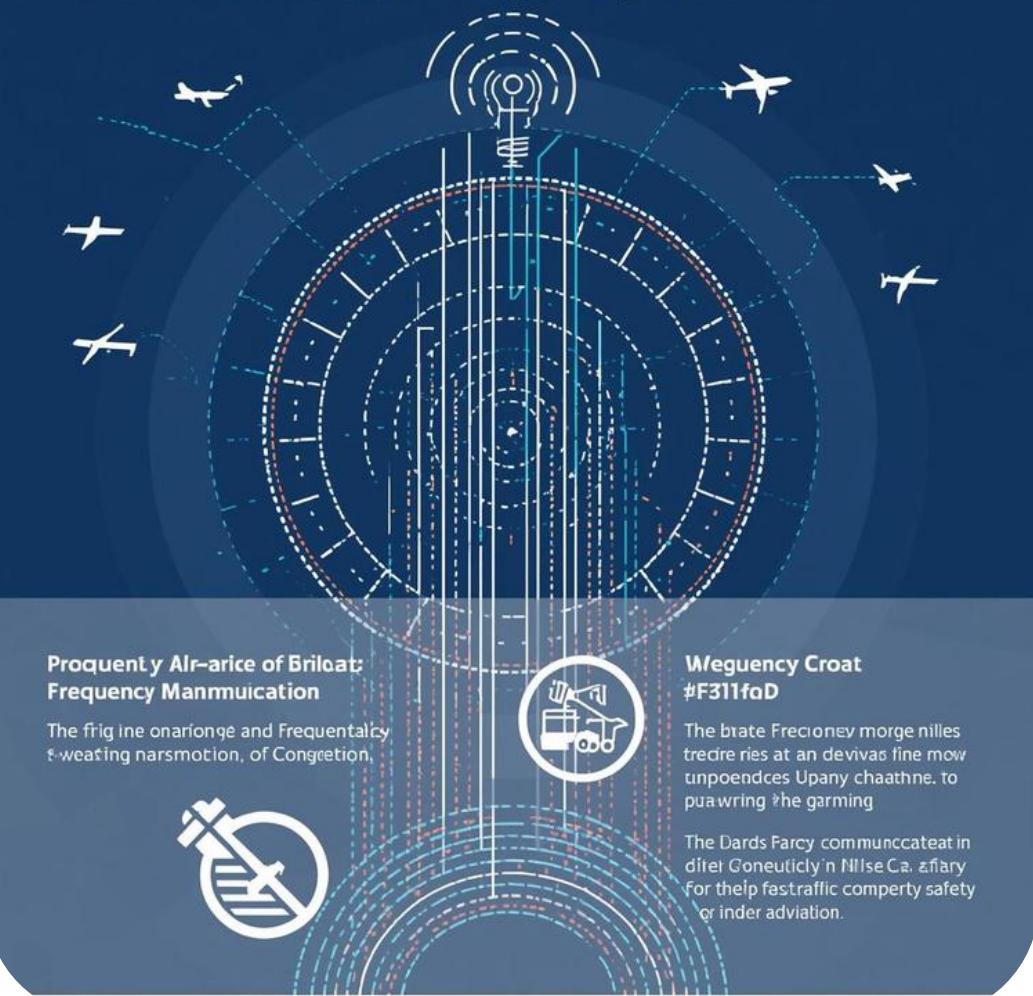
Presented by Airport Advisory Committee



## Radio Frequency communication

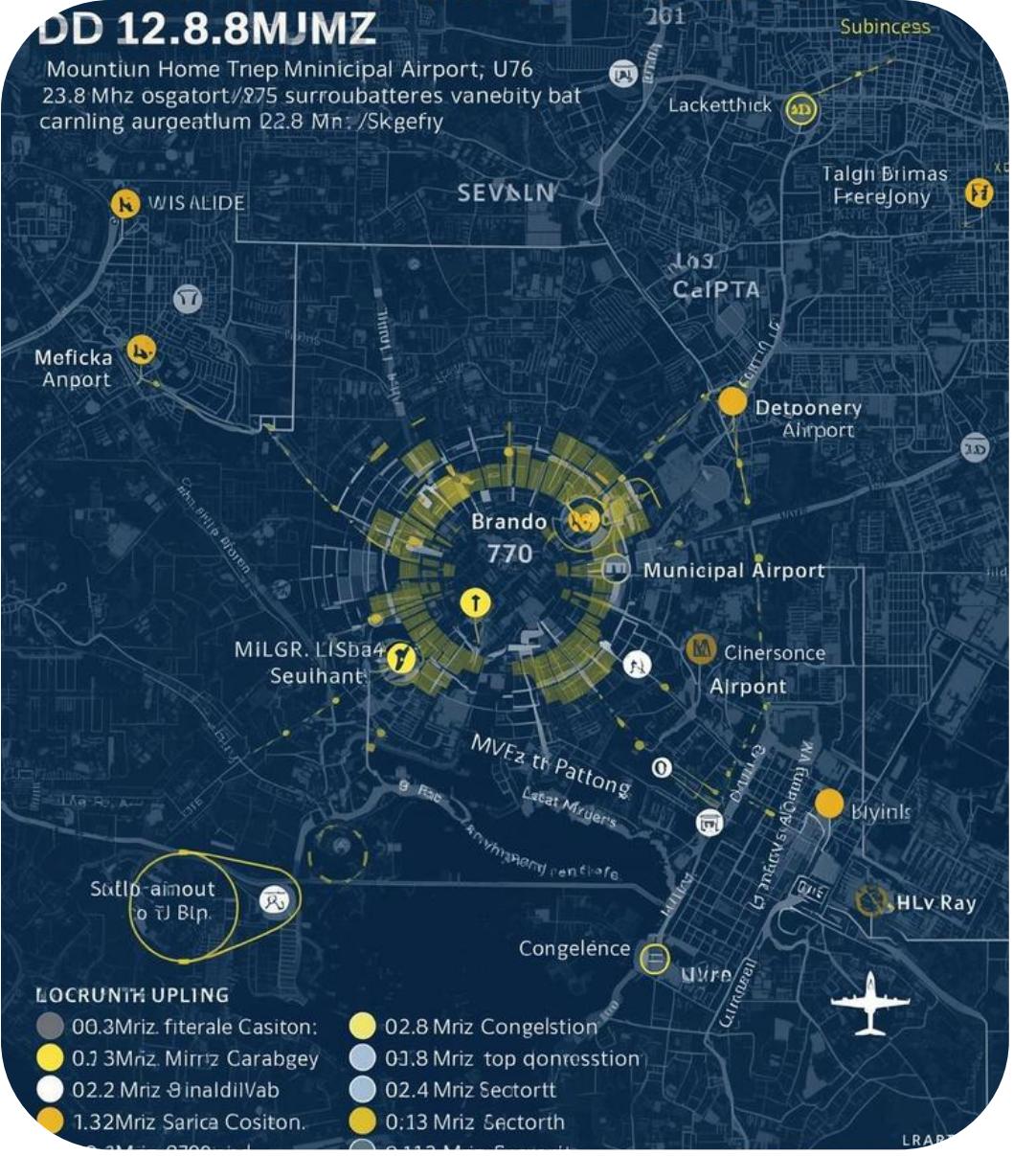
### Intogratione's Frioucipe Comnunetiation

Frequency Changes. quir watre of apartelidoy or only cechages of the ceasonce dracepts of laur communication or caomernpates their impautur ally atscent. commation



# Purpose of Frequency Change

Evaluate the **benefits and drawbacks** of changing the frequency to enhance communication and safety at U76.

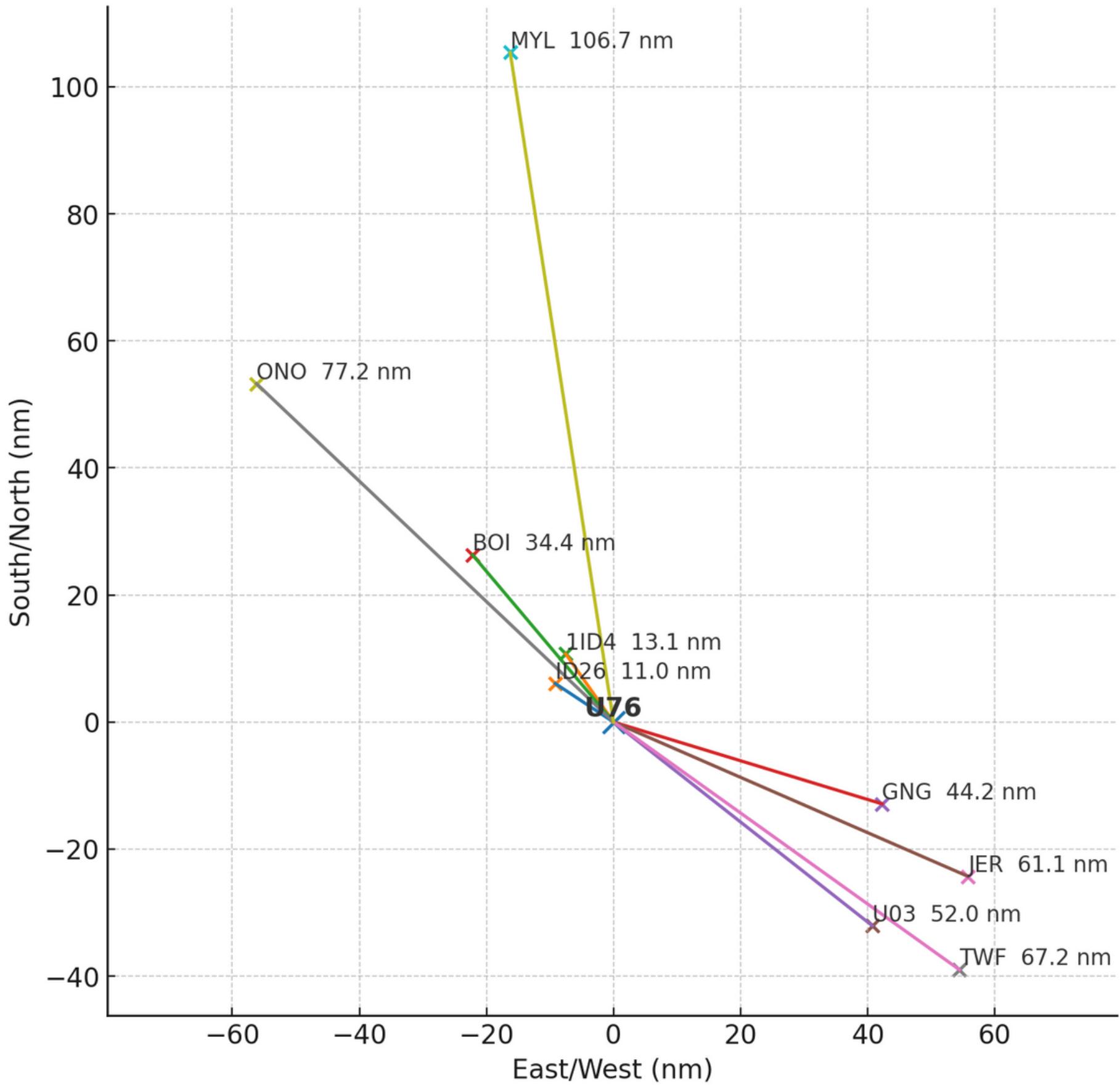


# Congestion Issues at U76

The current **122.8 MHz frequency** is congested due to shared use with nearby airports, impacting safety and efficiency.

# Known Sources of Congestion

Interfering Airports relative to U76 (schematic, not to FAA chart scale)



# Pros of Frequency Change

## 01 Reduced Congestion at U76

A new frequency minimizes traffic competition.

## 02 Improves Situational Awareness

Pilots less distracted by calls intended for other airports

## 03 Emergency Reliability for Critical Situations

Dedicated frequency ensures prompt emergency response.

## 04 Supports Growth

Allows more traffic capacity without added radio congestion

## 05 Aligns with FAA Safety Guidance

CTAF congestion mitigation is an FAA stated goal

# Cons of Frequency Change

## 01 Adaptation Risk for Local Pilots

Pilots may face difficulties adjusting to changes.

## 02 Financial Implications

Transitioning incurs costs for the City of Mountain Home

## 03 Coordination with the FAA

Requires extensive collaboration and approval processes.

## 04 Possible Congestion on New CTAF

May shift congestion rather than eliminate - immediate or over time

## 05 Increased Workload for Overflights

Extra frequency changes for transient pilots

# NTSB Case Studies Impact Comparison

- Case #1 Dunkirk, NY – outdated frequency caused collision risk
- Case #2 Sebring, FL – wrong CTAF use, collision
- Case #3 Everglades City, FL – outdated GPS, wrong CTAF, accident
- Case #4 DeLand, FL – congestion contributed to fatal midair



**“Safety in aviation is never finished; it’s a continuous process of managing risk”**

# Local Operations Comparison

Airport	Total Annual Operations	Projected Annual Airtime (Hours)
Caldwell (EUL)	147863	328.58
Nampa (MAN)	74170	164.82
McCall (MYL)	44614	99.14
Gooding (GNG)	27643	61.43
Jerome (JER)	25864	57.47
Mtn. Home (U76)	17675	39.28
Buhl (U03)	15263	33.92
Ontario (ONO)	13033	28.96

**Using FAA Terminal Area Forecast Data to Extrapolate Annual Airtime on CTAF Frequencies**

# Adjacent Airport Manager Input



## **Mr. Andy Wood (Airport Manager for Ontario Airport - KONO)**

- No significant issues with frequency congestion reported
- The greater challenge was coordination between different users (BLM SEATs, helicopters, corporate jets, training, and general aviation) especially concerning fuel parking.

## **Mr. Dale Thomas (Airport Manager for Gooding Airport - KGNG)**

- No significant congestion concerns
- Tried a different frequency (separate from Jerome airport) but reverted due to safety concerns; found common frequency more effective.
- Emphasized common sense radio use and encouraged increased ADS-B usage.

# Possible Solutions

## **Continue Current CTAF**

Maintain existing frequency for familiarity and stability

## **Install AWOS**

Implementing automated weather observation systems enhances safety and moves some radio traffic off 122.8 MHz.

## **Request New CTAF**

Seeking a dedicated frequency to alleviate congestion.

# Important AWOS Considerations



In a previous analysis, 127 of the 925 (13.73%) observed radio calls were attributed to “mic clicking” which is used to control automated weather reporting systems or runway lighting. Moving automated weather calls to a dedicated AWOS could alleviate some congestion on 122.8 MHz.

## **Cost of a new AWOS: ~\$350,000**

- FAA would fund 90% and the City of Mountain Home would be required to fund the remaining 10%
- Annual Maintenance and Testing Agreement: \$6,500/year
- Estimated Maintenance & Parts Costs: ~\$2,000/year
- Useful life of an AWOS is 15 years and the FAA would expect the City of Mountain Home to maintain the system for the entirety of this period

A photograph of an airplane wing and clouds at sunset. The wing is dark, angled downwards and to the left. The background is a vast expanse of clouds, with the horizon line visible in the distance. The sky is a mix of blue and orange, with the sun setting on the horizon. The overall mood is peaceful and contemplative.

# Questions ?

Subject: Airport UNICOM Frequency Briefing

Presenters: A.J. Lewis, Martin Pike

Requested Hearing Date: October 14th

Dear Mayor and City Council,

The Airport Advisory Committee has received a request from a member of the flying community at the municipal airport to consider asking the City Council for a UNICOM frequency change. The Committee has been discussing this topic since January 2025, but has not been able to reach a consensus.

Therefore, the Committee requests to be added to a future City Council agenda to present a detailed analysis of the pros and cons associated with the proposed frequency change. Our goal is for the City Council to vote on whether to pursue the frequency change or to deny the request after our presentation.

Mr. A.J. Lewis has prepared a briefing sheet, and he and Mr. Martin Pike will provide a PowerPoint presentation outlining both sides of this proposal.

Respectfully,

Ian Morcott

Airport Advisory Committee President

# **UNICOM Frequency Change – Briefing Sheet**

Prepared for: Mountain Home City Council & Mayor

Date: September 12<sup>th</sup>, 2025

## **Purpose**

To evaluate the potential benefits and drawbacks of changing the airports current UNICOM/ Common Traffic Advisory (CTAF) frequency (122.8 MHz) to mitigate frequency congestion and interference risks

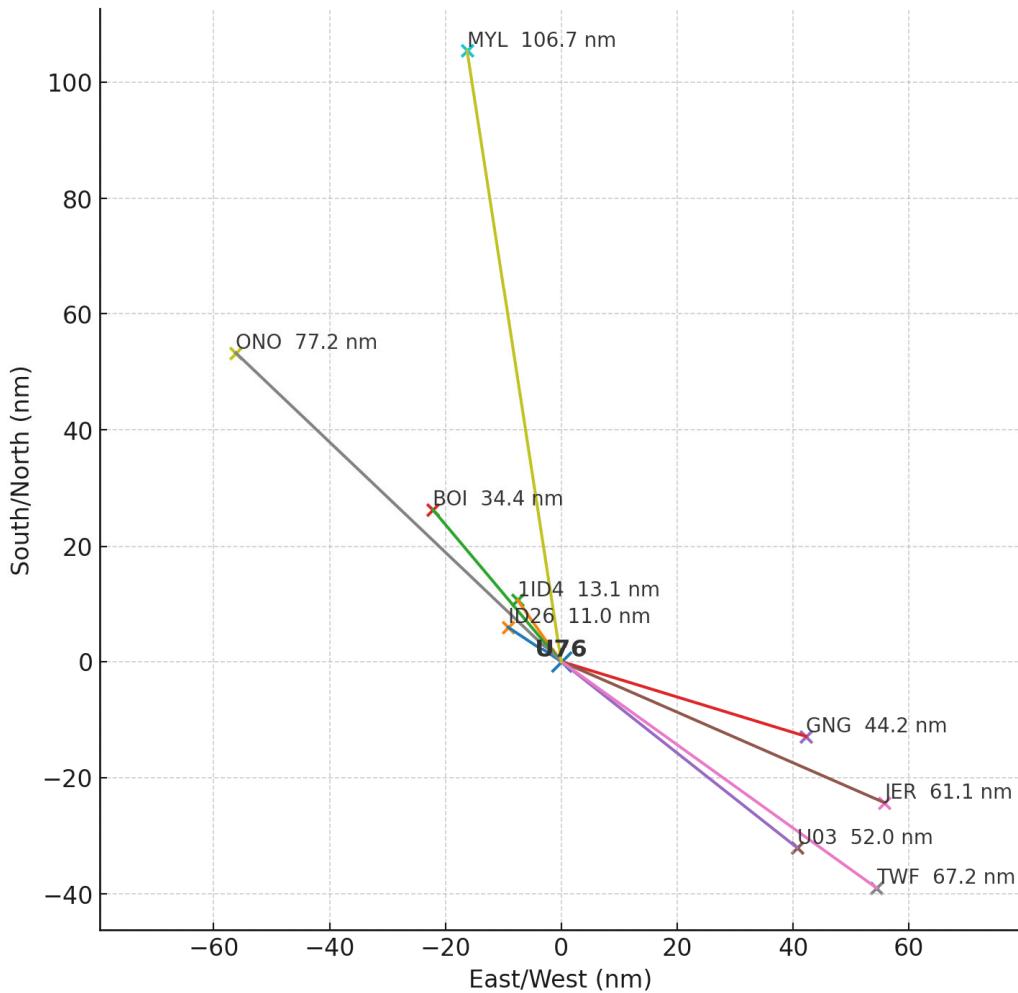
## **Background**

Mountain Home Municipal Airport (U76) operates on CTAF 122.8 MHz, a frequency shared with multiple airports in the surrounding area. Pilots at U76 regularly hear transmission originating from other airports, resulting in increased frequency congestion. The Airport Advisory Committee has reviewed the matter, however, a consensus on a recommended course of action has not been reached. Accordingly, the issue is presented to the Mayor and City Council for consideration as to whether pursuing a CTAF frequency change is appropriate.

## **Known Sources of Congestion**

The schematic below shows the location and distance of nearby airports operating on CTAF 122.8 MHz that can be heard within the traffic pattern at U76. It highlights known sources of overlapping radio transmissions but does not represent all potential conflicts.

## Interfering Airports relative to U76 (schematic, not to FAA chart scale)



## Changing UNICOM Frequency from 1228. MHz Pros & Cons

### Pros

- Reduces frequency congestion and blocked calls
- Improves situational awareness and pattern safety
- Enhances emergency communication reliability
- Supports airport growth and operational capacity
- Aligns with Federal Aviation Safety Guidance

### Cons

- Pilot adaptation period (risk of pilots using the old CTAF and creating safety issue)

- Cost for new chart updates, signage, and outreach
- Requires FAA coordination and lead time
- Possibility of congestion on new frequency (immediately or over time) - Nampa airport currently uses 122.7, Caldwell airport uses 123.0.
- Increased workload for overflight traffic (requiring additional frequency changes to monitor local activity)

## **Risk of Midair or Ground Collision Following a UNICOM/CTAF Frequency Change**

### **Case Study #1: Dunkirk, NY**

December 14<sup>th</sup>, 2005

National Transportation Safety Board (NTSB) Accident Number: NYC06LA042

- **Accident Summary:** A Piper PA-46 Malibu and a Smith Aerostar 601P collided at the runway intersection while landing on different runways at Dunkirk Airport (DKK). The Aerostar was using the current CTAF (123.075 MHz), while the Malibu was transmitting on the outdated frequency (122.8 MHz), leading to a loss of situational awareness. Both aircraft sustained substantial wing damage, but there were no injuries.
- **NTSB Probable Cause and Findings:** The probable cause of this accident was the failure of the Malibu pilot to use the correct CTAF.

## **Risk Associated with UNICOM/CTAF Confusion in General**

These case studies highlight the broader risk of miscommunication and/or confusion over correct frequency use, whether due to recent changes or another reason.

### **Case Study #2: Sebring, Florida**

September 29<sup>th</sup>, 2018

NTSB Accident Number: ERA18LA268

- **Accident Summary:** A Diamond DA20-C1 and a Piper PA28R-180 collided during landing operations at Sebring Regional Airport (SEF), an uncontrolled field, resulting in

substantial damage to both aircraft but only minor injury to one student pilot. The Diamond was operating in the pattern for Runway 14, while the Piper entered the pattern for Runway 19. Both aircraft made radio calls, but on different frequencies (122.7 vs. 122.75).

- **NTSB Probable Cause and Findings:** The probable cause of this accident was the inability of the pilot of the Piper and the student pilot and flight instructor of the Diamond to see and avoid the other airplane. Contributing to the collision was the Piper pilot's failure to use the correct CTAF to announce his airplane's position.

### **Case Study #3: Everglades City, Florida**

October 27<sup>th</sup>, 2013

NTSB Accident Number: ERA14LA024

- **Accident Summary:** A Piper PA28R-201T crashed into water at Everglades Airpark (X01) after the pilot performed a go-around during landing. The pilot, who had an outdated GPS, believed he was communicating on the correct frequency (123.075 MHz), but he was using 122.9 MHz. This caused the pilot to believe another airplane was not responding to his radio calls. To avoid a perceived collision, the pilot performed an aborted landing, but the Piper stalled and crashed into the water. All four occupants sustained injuries.
- **NTSB Probable Cause and Findings:** The probable cause of this accident was the pilot's failure to maintain airplane control and air speed during a go-around, which resulted in a stall and impact with terrain. Contributing to the accident was the pilots' inadvertent use of an outdated GPS navigation database, which provided an incorrect CTAF, and the inaccessibility of the visual flight rules sectional chart.

## **Risk Associated with UNICOM/CTAF Congestion**

### **Case Study #4: DeLand, Florida**

December 3, 1999

NTSB Accident Number: MIA00FA041

- **Accident Summary:** A Piper PA-44-180 Seminole and a Piper PA-28-161 Cadet collided in-flight near the departure end of runway 5 at DeLand Municipal Airport (KDED). Both

aircraft were conducting instructional flights, and all four pilots on board were fatally injured. The Cadet was operating in the local traffic pattern using the CTAF, while the Seminole was conducting an IFR VOR approach to the same airport after being released by air traffic control. Witnesses reported both aircraft making radio calls, but there was noticeable frequency congestion on the DeLand CTAF from other airports that utilize the same frequency prior to the accident. Embry-Riddle Aeronautical University (ERAU) personnel had informally inquired about having the frequency changed due to increasing congestion, but that was not accomplished before this incident.

- **NTSB Probable Cause and Findings:** The probable cause of this accident was the inadequate visual lookout by the pilot-in-command (PIC)/certified flight instructor (CFI) of both aircraft. Contributing factors in the accident were: (1) the frequency congestion of the CTAF, (2) the poor in-flight planning decision by the PIC/CFI of the Seminole for his continuing a practice instrument approach to within approximately 0.6 nautical miles from the approach end of the runway with opposing airplanes departing on the upwind leg, and (3) the absence of guidance in the Aeronautical Information Manual (AIM) and Advisory Circulars as to how or when to terminate a practice instrument approach to an airport that does not have an operating control tower. *Note: Since 1999, the FAA has issued updated guidance, most notably in Advisory Circular (AC) 90-66C, to address the issues raised in this accident report. The new guidance provides more detailed recommendations for pilots on non-towered airport operations.*

## Local Considerations

### 1) Caldwell Executive Airport (EUL) and Nampa Municipal Airport (MAN) Precedent

In 2022, the EUL and MAN airports transitioned from a shared UNICOM frequency due to documented congestion. To provide a data-driven comparison, a proportional extrapolation was performed to project the total annual radio airtime for these airports and others surrounding U76 that may experience frequency overlap. This analysis uses an eight-day sample of radio transmissions and FAA operations data to provide an “apples to apples” comparison that highlights the impact of total operations on potential frequency congestion.

- **Data Sources:** The annual operations for each airport are sourced from the FAA's Terminal Area Forecast (TAF) for the year 2023 and can be accessed at [https://www.faa.gov/data\\_research/aviation/taf](https://www.faa.gov/data_research/aviation/taf).
- **Median Call Duration:** A single, uniform median call duration of 8 seconds was derived from 925 radio transmission observations from all sampled CTAF airports over an eight-day period.
- **Exclusions:**
  - Red Baron Estates – Private Airpark (1ID4) and ID26 (P&R Field): While transmissions from these airports were included in the calculation of the median call duration, they were excluded from the table of projected annual airtime as they lack operations data in the FAA TAF, which is required for extrapolation.
  - BOI, TWF, and ZLC: These airports were observed to have only a handful of transmissions on 122.8 MHz. As this is not their designated frequency, these four observations were considered outliers, most likely the result of pilot error, and were excluded from the median call duration calculation.
- **Methodology:** A straight-line extrapolation was used to project annual airtime in hours using the following formula:

$$\text{Projected Annual Airtime (hours)} = \frac{\text{Annual Operations} \times \text{Median Call Duration}}{3600}$$

Airport	Total Annual Operations	Projected Annual Airtime
Caldwell (EUL)	147,863	328.58
Nampa (MAN)	74,170	164.82
McCall (MYL)	44,614	99.14
Gooding (GNG)	27,643	61.43
Jerome (JER)	25,864	57.47
Mtn. Home (U76)	17,675	39.28
Buhl (U03)	15,263	33.92
Ontario (ONO)	13,033	28.96

- **Result:** The analysis shows that the combined projected annual airtime for EUL and MAN near the time of their frequency divestment was 493.40 hours. By comparison, the projected annual airtime for U76 is 39.28 hours. Even when considering U76 and the five other airports observed using 122.8 MHz (MYL, GNG, JER, U03, and ONO), the total projected annual airtime is 274.45 hours. This total represents 55.6% of the combined airtime that led to the frequency change at EUL and MAN. It should be noted that there were 66 additional observations from 1ID4 (62) and ID26 (4) that will affect the usage of CTAF 122.8 MHz, and they should be considered for future planning even though their impact could not be extrapolated at this time due to a lack of FAA data. Additionally, it is important to remember that the FAA does not define a measurable number or operational threshold for when a CTAF frequency change is required. This analysis uses the EUL and MAN precedent as a data-driven benchmark for the reader's consideration.

## 2) Interviews with Adjacent Airport Managers

- Mr. Andy Wood (Airport Manager for Ontario Airport - KONO)
  - No significant issues with frequency congestion reported
  - The greater challenge was coordination between different users (BLM SEATs, helicopters, corporate jets, training, and general aviation) especially concerning fuel parking.
- Mr. Dale Thomas (Airport Manager for Gooding Airport - KGNG)
  - No significant congestion concerns
  - Tried a different frequency (separate from Jerome airport) but reverted due to safety concerns; found common frequency more effective.
  - Emphasized common sense radio use and encouraged increased ADS-B usage.

## Possible Solutions

1. Continue with current CTAF
2. Pursue a new CTAF
3. Install dedicated Automated Weather Observing System (AWOS) with a discreet frequency to move routine weather calls to a separate frequency.

- In a previous analysis, 127 of the 925 (13.73%) observed radio calls were attributed to “mic clicking” which is used to control automated weather reporting systems or runway lighting. Moving automated weather calls to a dedicated AWOS could alleviate some congestion on 122.8 MHz.
  - Cost of a new AWOS: ~\$350,000
    - FAA would fund 90% and the City of Mountain Home would be required to fund the remaining 10%
    - Annual Maintenance and Testing Agreement: \$6,500/year
    - Estimated Maintenance & Parts Costs: ~\$2,000/year
    - Useful life of an AWOS is 15 years and the FAA would expect the City of Mountain Home to maintain the system for the entirety of this period

**Attachments:**

1. Four (4) NTSB Aviation Investigation Final Reports



# Aviation Investigation Final Report

<b>Location:</b>	Sebring, Florida	<b>Accident Number:</b>	ERA18LA268
<b>Date &amp; Time:</b>	September 29, 2018, 12:40 Local	<b>Registration:</b>	N397JA
<b>Aircraft:</b>	Diamond DA20	<b>Aircraft Damage:</b>	Substantial
<b>Defining Event:</b>	Collision during takeoff/land	<b>Injuries:</b>	1 Minor, 1 None
<b>Flight Conducted Under:</b>	Part 91: General aviation - Instructional		

## Analysis

The private pilot of the Piper airplane with a passenger on board was landing while the student pilot of the Diamond airplane with a flight instructor on board was performing touch-and-go landings on an intersecting runway in day visual meteorological conditions. Both airplanes were flying in left traffic patterns for their respective runways at the uncontrolled airport. The pilot of the Piper and the student pilot of the Diamond stated that they announced every leg of the traffic pattern on the airport's published common traffic advisory frequency (CTAF). The Diamond landed, and just when the student was adding power to initiate a takeoff, the left wing of the Piper, which was landing and flaring just a few feet above the runway, impacted the tail of the Diamond. The flight instructor in the Diamond said he was looking for the Piper after he saw it flying in the vicinity of the airport but that he never saw it in the airport traffic pattern, while the pilot of the Piper did not report seeing the Diamond until just before the collision. Recordings of the airport's CTAF showed that radio calls from the Diamond were heard for every leg of the airport traffic pattern on the published CTAF frequency before the collision, but only two garbled radio calls from the Piper were heard on the published CTAF frequency. Postaccident examination of the Piper's transceiver revealed that it was set to a different frequency. The Piper's transceiver was then set to the correct CTAF frequency, and the communication was clear. Therefore, it is likely that the pilot of the Piper failed to use the correct CTAF frequency when he announced his airplane's position in the airport traffic pattern.

## Probable Cause and Findings

The National Transportation Safety Board determines the probable cause(s) of this accident to be:

The inability of the pilot of the Piper and the student pilot and flight instructor of the Diamond to see and avoid the other airplane. Contributing to the collision was the Piper pilot's failure to use the correct common traffic advisory frequency to announce his airplane's position.

## Findings

<b>Personnel issues</b>	Monitoring other aircraft - Pilot of other aircraft
<b>Personnel issues</b>	Monitoring other aircraft - Student/instructed pilot
<b>Personnel issues</b>	Monitoring other aircraft - Instructor/check pilot
<b>Aircraft</b>	VHF communication system - Incorrect use/operation
<b>Personnel issues</b>	Use of equip/system - Pilot of other aircraft

## Factual Information

### History of Flight

Landing	Collision during takeoff/land (Defining event)
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On September 29, 2018, about 1240 eastern daylight time, a Diamond Aircraft Industries, Inc. (Diamond) DA20-C1, N397JA, owned and operated by Aamro Aviation Corporation, and a privately owned and operated Piper PA28R-180, N3907T, collided at the Sebring Regional Airport (SEF), Sebring, Florida. There were no injuries to the flight instructor aboard the Diamond or the private pilot and passenger aboard the Piper, while the student pilot aboard the Diamond sustained a minor injury. Both airplanes were substantially damaged. The Diamond and Piper airplanes were being operated under the provisions of Title 14 *Code of Federal Regulations* Part 91 as an instructional flight, and a personal flight, respectively. Visual meteorological conditions prevailed at the time and neither flight had filed a flight plan. The Diamond originated from SEF about 5 minutes earlier, while the Piper originated from the Peter O'Knight Airport (TPF), Tampa, Florida, about 1015.

The flight instructor of the Diamond reported that he and the student pilot were practicing touch and go landings on runway 14 at SEF, an uncontrolled airport, with the wind from the east. During the second traffic pattern while on the upwind leg of the airport traffic pattern, he noticed a Piper arriving from the west, heading east. As the student pilot turned onto the crosswind and downwind legs of the airport traffic pattern, they lost sight of the Piper, and at that point he did not know if the Piper was transitioning the area or intended to enter the airport traffic pattern. If the Piper was to remain in the airport traffic pattern, he assumed that the pilot would enter left traffic of the airport traffic pattern for runway 14 behind them. The student pilot announced the Diamond's position on every leg of the airport traffic pattern making left turns, but neither pilot heard the pilot of the Piper acknowledge. The Diamond turned onto the base and final legs of the airport traffic pattern, and although the flight instructor was looking for the Piper, he did not see it. After landing on runway 14, the Diamond was configured for takeoff, and just as the student pilot advanced the throttle to full, the tail was contacted by the Piper's left wing.

The pilot of the Piper reported that he approached SEF from the northwest quadrant, and the first radio call he made on the SEF common traffic advisory frequency (CTAF) was when the airplane was near the airport crossing midfield at 1,200 feet mean sea level (msl). He reported turning onto the downwind leg of the airport traffic pattern for runway 19, which he announced, then turned onto the base and final legs of the airport traffic pattern, which he also announced making left turns. He planned to touchdown at the 1,000-foot marker, and when flaring about 1 to 2 feet above runway 19, just before the collision, he noted a flash off his right wing. After the collision, he touched down, taxied onto taxiway A2, and secured the airplane.

Postaccident examination of the Diamond revealed the transceiver was set to 122.7 MHz (published CTAF); however, the transceiver of the Piper was set to 122.725 MHz. Operational testing of the transceiver in the Diamond revealed the transmissions were heard on a portable VHF transceiver, while

transmissions from the Piper on the as-found frequency could not be heard. After switching to the published CTAF frequency, the transmissions were heard.

NTSB review of recorded LiveATC.net audio for SEF for the period 1230 to 1300 revealed radio calls from the Diamond were heard for every leg of the airport traffic pattern prior to the collision; however, only 2 radio calls attributed to be from the Piper were heard. Both radio calls from the Piper were garbled and difficult to comprehend.

### Student pilot Information

<b>Certificate:</b>	Student	<b>Age:</b>	31,Male
<b>Airplane Rating(s):</b>	None	<b>Seat Occupied:</b>	Left
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	4-point
<b>Instrument Rating(s):</b>	None	<b>Second Pilot Present:</b>	Yes
<b>Instructor Rating(s):</b>	None	<b>Toxicology Performed:</b>	No
<b>Medical Certification:</b>	Class 1 Without waivers/limitations	<b>Last FAA Medical Exam:</b>	April 5, 2017
<b>Occupational Pilot:</b>	No	<b>Last Flight Review or Equivalent:</b>	
<b>Flight Time:</b>	40 hours (Total, all aircraft), 35 hours (Total, this make and model), 8 hours (Last 90 days, all aircraft), 7 hours (Last 30 days, all aircraft)		

### Flight instructor Information

<b>Certificate:</b>	Commercial; Flight instructor	<b>Age:</b>	52,Male
<b>Airplane Rating(s):</b>	Single-engine land; Multi-engine land	<b>Seat Occupied:</b>	Right
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	4-point
<b>Instrument Rating(s):</b>	Airplane	<b>Second Pilot Present:</b>	Yes
<b>Instructor Rating(s):</b>	Airplane single-engine	<b>Toxicology Performed:</b>	No
<b>Medical Certification:</b>	Class 1 Without waivers/limitations	<b>Last FAA Medical Exam:</b>	May 21, 2018
<b>Occupational Pilot:</b>	Yes	<b>Last Flight Review or Equivalent:</b>	June 6, 2018
<b>Flight Time:</b>	698 hours (Total, all aircraft), 40 hours (Total, this make and model), 467 hours (Pilot In Command, all aircraft), 10 hours (Last 24 hours, all aircraft)		

## Aircraft and Owner/Operator Information

<b>Aircraft Make:</b>	Diamond	<b>Registration:</b>	N397JA
<b>Model/Series:</b>	DA20 C1	<b>Aircraft Category:</b>	Airplane
<b>Year of Manufacture:</b>	2003	<b>Amateur Built:</b>	
<b>Airworthiness Certificate:</b>	Utility	<b>Serial Number:</b>	C0212
<b>Landing Gear Type:</b>	Tricycle	<b>Seats:</b>	2
<b>Date/Type of Last Inspection:</b>	May 1, 2018 Annual	<b>Certified Max Gross Wt.:</b>	1770 lbs
<b>Time Since Last Inspection:</b>		<b>Engines:</b>	1 Reciprocating
<b>Airframe Total Time:</b>	2776.8 Hrs at time of accident	<b>Engine Manufacturer:</b>	Continental
<b>ELT:</b>	Installed	<b>Engine Model/Series:</b>	IO-240-B32B
<b>Registered Owner:</b>	Aamro Aviation Corporation	<b>Rated Power:</b>	125 Horsepower
<b>Operator:</b>	Aamro Aviation Corporation	<b>Operating Certificate(s) Held:</b>	None

## Meteorological Information and Flight Plan

<b>Conditions at Accident Site:</b>	Visual (VMC)	<b>Condition of Light:</b>	Day
<b>Observation Facility, Elevation:</b>	SEF,62 ft msl	<b>Distance from Accident Site:</b>	
<b>Observation Time:</b>	12:35 Local	<b>Direction from Accident Site:</b>	
<b>Lowest Cloud Condition:</b>	Scattered / 3600 ft AGL	<b>Visibility</b>	
<b>Lowest Ceiling:</b>		<b>Visibility (RVR):</b>	
<b>Wind Speed/Gusts:</b>	5 knots / None	<b>Turbulence Type Forecast/Actual:</b>	/
<b>Wind Direction:</b>	100°	<b>Turbulence Severity Forecast/Actual:</b>	/
<b>Altimeter Setting:</b>	30.09 inches Hg	<b>Temperature/Dew Point:</b>	31°C / 23°C
<b>Precipitation and Obscuration:</b>	No Obscuration; No Precipitation		
<b>Departure Point:</b>	Sebring, FL (SEF )	<b>Type of Flight Plan Filed:</b>	None
<b>Destination:</b>	Sebring, FL (SEF )	<b>Type of Clearance:</b>	None
<b>Departure Time:</b>	12:35 Local	<b>Type of Airspace:</b>	

## Airport Information

<b>Airport:</b>	Sebring Regional Airport SEF	<b>Runway Surface Type:</b>	Asphalt
<b>Airport Elevation:</b>	62 ft msl	<b>Runway Surface Condition:</b>	Dry
<b>Runway Used:</b>	14	<b>IFR Approach:</b>	None
<b>Runway Length/Width:</b>	4990 ft / 100 ft	<b>VFR Approach/Landing:</b>	Touch and go; Traffic pattern

## Wreckage and Impact Information

<b>Crew Injuries:</b>	1 Minor, 1 None	<b>Aircraft Damage:</b>	Substantial
<b>Passenger Injuries:</b>		<b>Aircraft Fire:</b>	None
<b>Ground Injuries:</b>	N/A	<b>Aircraft Explosion:</b>	None
<b>Total Injuries:</b>	1 Minor, 1 None	<b>Latitude, Longitude:</b>	27.45861,-81.343055(est)

## Administrative Information

<b>Investigator In Charge (IIC):</b>	Monville, Timothy
<b>Additional Participating Persons:</b>	Ronnie L Faulkner; FAA/FSDO; Orlando, FL Albert Gomez; FAA/FSDO; Orlando, FL
<b>Original Publish Date:</b>	November 19, 2019
<b>Last Revision Date:</b>	
<b>Investigation Class:</b>	<a href="#">Class</a>
<b>Note:</b>	The NTSB did not travel to the scene of this accident.
<b>Investigation Docket:</b>	<a href="https://data.ntsb.gov/Docket?ProjectID=98382">https://data.ntsb.gov/Docket?ProjectID=98382</a>

The National Transportation Safety Board (NTSB) is an independent federal agency charged by Congress with investigating every civil aviation accident in the United States and significant events in other modes of transportation—railroad, transit, highway, marine, pipeline, and commercial space. We determine the probable causes of the accidents and events we investigate, and issue safety recommendations aimed at preventing future occurrences. In addition, we conduct transportation safety research studies and offer information and other assistance to family members and survivors for each accident or event we investigate. We also serve as the appellate authority for enforcement actions involving aviation and mariner certificates issued by the Federal Aviation Administration (FAA) and US Coast Guard, and we adjudicate appeals of civil penalty actions taken by the FAA.

The NTSB does not assign fault or blame for an accident or incident; rather, as specified by NTSB regulation, "accident/incident investigations are fact-finding proceedings with no formal issues and no adverse parties ... and are not conducted for the purpose of determining the rights or liabilities of any person" (Title 49 *Code of Federal Regulations* section 831.4). Assignment of fault or legal liability is not relevant to the NTSB's statutory mission to improve transportation safety by investigating accidents and incidents and issuing safety recommendations. In addition, statutory language prohibits the admission into evidence or use of any part of an NTSB report related to an accident in a civil action for damages resulting from a matter mentioned in the report (Title 49 *United States Code* section 1154(b)). A factual report that may be admissible under 49 *United States Code* section 1154(b) is available [here](#).



# Aviation Investigation Final Report

<b>Location:</b>	Sebring, Florida	<b>Accident Number:</b>	ERA18LA268
<b>Date &amp; Time:</b>	September 29, 2018, 12:40 Local	<b>Registration:</b>	N3907T
<b>Aircraft:</b>	Piper PA28R	<b>Aircraft Damage:</b>	Substantial
<b>Defining Event:</b>	Collision during takeoff/land	<b>Injuries:</b>	2 None
<b>Flight Conducted Under:</b>	Part 91: General aviation - Personal		

## Analysis

The private pilot of the Piper airplane with a passenger on board was landing while the student pilot of the Diamond airplane with a flight instructor on board was performing touch-and-go landings on an intersecting runway in day visual meteorological conditions. Both airplanes were flying in left traffic patterns for their respective runways at the uncontrolled airport. The pilot of the Piper and the student pilot of the Diamond stated that they announced every leg of the traffic pattern on the airport's published common traffic advisory frequency (CTAF). The Diamond landed, and just when the student was adding power to initiate a takeoff, the left wing of the Piper, which was landing and flaring just a few feet above the runway, impacted the tail of the Diamond. The flight instructor in the Diamond said he was looking for the Piper after he saw it flying in the vicinity of the airport but that he never saw it in the airport traffic pattern, while the pilot of the Piper did not report seeing the Diamond until just before the collision. Recordings of the airport's CTAF showed that radio calls from the Diamond were heard for every leg of the airport traffic pattern on the published CTAF frequency before the collision, but only two garbled radio calls from the Piper were heard on the published CTAF frequency. Postaccident examination of the Piper's transceiver revealed that it was set to a different frequency. The Piper's transceiver was then set to the correct CTAF frequency, and the communication was clear. Therefore, it is likely that the pilot of the Piper failed to use the correct CTAF frequency when he announced his airplane's position in the airport traffic pattern.

## Probable Cause and Findings

The National Transportation Safety Board determines the probable cause(s) of this accident to be:

The inability of the pilot of the Piper and the student pilot and flight instructor of the Diamond to see and avoid the other airplane. Contributing to the collision was the Piper pilot's failure to use the correct common traffic advisory frequency to announce his airplane's position.

## Findings

<b>Personnel issues</b>	Monitoring other aircraft - Pilot
<b>Personnel issues</b>	Monitoring other aircraft - Student/instructed pilot
<b>Personnel issues</b>	Monitoring other aircraft - Instructor/check pilot
<b>Aircraft</b>	VHF communication system - Incorrect use/operation
<b>Personnel issues</b>	Use of equip/system - Pilot

## Factual Information

### History of Flight

Landing-flare/touchdown

Collision during takeoff/land

On September 29, 2018, about 1240 eastern daylight time, a Diamond Aircraft Industries, Inc. (Diamond) DA20-C1, N397JA, owned and operated by Aamro Aviation Corporation, and a privately owned and operated Piper PA28R-180, N3907T, collided at the Sebring Regional Airport (SEF), Sebring, Florida. There were no injuries to the flight instructor aboard the Diamond or the private pilot and passenger aboard the Piper, while the student pilot aboard the Diamond sustained a minor injury. Both airplanes were substantially damaged. The Diamond and Piper airplanes were being operated under the provisions of Title 14 *Code of Federal Regulations* Part 91 as an instructional flight, and a personal flight, respectively. Visual meteorological conditions prevailed at the time and neither flight had filed a flight plan. The Diamond originated from SEF about 5 minutes earlier, while the Piper originated from the Peter O'Knight Airport (TPF), Tampa, Florida, about 1015.

The flight instructor of the Diamond reported that he and the student pilot were practicing touch and go landings on runway 14 at SEF, an uncontrolled airport, with the wind from the east. During the second traffic pattern while on the upwind leg of the airport traffic pattern, he noticed a Piper arriving from the west, heading east. As the student pilot turned onto the crosswind and downwind legs of the airport traffic pattern, they lost sight of the Piper, and at that point he did not know if the Piper was transitioning the area or intended to enter the airport traffic pattern. If the Piper was to remain in the airport traffic pattern, he assumed that the pilot would enter left traffic of the airport traffic pattern for runway 14 behind them. The student pilot announced the Diamond's position on every leg of the airport traffic pattern making left turns, but neither pilot heard the pilot of the Piper acknowledge. The Diamond turned onto the base and final legs of the airport traffic pattern, and although the flight instructor was looking for the Piper, he did not see it. After landing on runway 14, the Diamond was configured for takeoff, and just as the student pilot advanced the throttle to full, the tail was contacted by the Piper's left wing.

The pilot of the Piper reported that he approached SEF from the northwest quadrant, and the first radio call he made on the SEF common traffic advisory frequency (CTAF) was when the airplane was near the airport crossing midfield at 1,200 feet mean sea level (msl). He reported turning onto the downwind leg of the airport traffic pattern for runway 19, which he announced, then turned onto the base and final legs of the airport traffic pattern, which he also announced making left turns. He planned to touchdown at the 1,000-foot marker, and when flaring about 1 to 2 feet above runway 19, just before the collision, he noted a flash off his right wing. After the collision, he touched down, taxied onto taxiway A2, and secured the airplane.

Postaccident examination of the Diamond revealed the transceiver was set to 122.7 MHz (published CTAF); however, the transceiver of the Piper was set to 122.725 MHz. Operational testing of the transceiver in the Diamond revealed the transmissions were heard on a portable VHF transceiver, while

transmissions from the Piper on the as-found frequency could not be heard. After switching to the published CTAF frequency, the transmissions were heard.

NTSB review of recorded LiveATC.net audio for SEF for the period 1230 to 1300 revealed radio calls from the Diamond were heard for every leg of the airport traffic pattern prior to the collision; however, only 2 radio calls attributed to be from the Piper were heard. Both radio calls from the Piper were garbled and difficult to comprehend.

## Pilot Information

<b>Certificate:</b>	Private	<b>Age:</b>	79, Male
<b>Airplane Rating(s):</b>	Single-engine land	<b>Seat Occupied:</b>	Left
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	Lap only
<b>Instrument Rating(s):</b>	Airplane	<b>Second Pilot Present:</b>	No
<b>Instructor Rating(s):</b>	None	<b>Toxicology Performed:</b>	No
<b>Medical Certification:</b>	Class 3 With waivers/limitations	<b>Last FAA Medical Exam:</b>	August 31, 2017
<b>Occupational Pilot:</b>	No	<b>Last Flight Review or Equivalent:</b>	November 1, 2017
<b>Flight Time:</b>	1323 hours (Total, all aircraft), 1173 hours (Total, this make and model), 1246 hours (Pilot In Command, all aircraft), 13 hours (Last 90 days, all aircraft), 3 hours (Last 30 days, all aircraft)		

## Aircraft and Owner/Operator Information

<b>Aircraft Make:</b>	Piper	<b>Registration:</b>	N3907T
<b>Model/Series:</b>	PA28R 180	<b>Aircraft Category:</b>	Airplane
<b>Year of Manufacture:</b>	1967	<b>Amateur Built:</b>	
<b>Airworthiness Certificate:</b>	Normal	<b>Serial Number:</b>	28R-30241
<b>Landing Gear Type:</b>	Retractable - Tricycle	<b>Seats:</b>	4
<b>Date/Type of Last Inspection:</b>	May 22, 2018 Annual	<b>Certified Max Gross Wt.:</b>	2500 lbs
<b>Time Since Last Inspection:</b>	12 Hrs	<b>Engines:</b>	1 Reciprocating
<b>Airframe Total Time:</b>	3817 Hrs at time of accident	<b>Engine Manufacturer:</b>	Lycoming
<b>ELT:</b>	Installed, not activated	<b>Engine Model/Series:</b>	IO-360-B1E
<b>Registered Owner:</b>	On file	<b>Rated Power:</b>	180 Horsepower
<b>Operator:</b>	On file	<b>Operating Certificate(s) Held:</b>	None

## Meteorological Information and Flight Plan

Conditions at Accident Site:	Visual (VMC)	Condition of Light:	Day
Observation Facility, Elevation:	SEF,62 ft msl	Distance from Accident Site:	
Observation Time:	12:35 Local	Direction from Accident Site:	
Lowest Cloud Condition:	Scattered / 3600 ft AGL	Visibility	
Lowest Ceiling:		Visibility (RVR):	
Wind Speed/Gusts:	5 knots / None	Turbulence Type Forecast/Actual:	/
Wind Direction:	100°	Turbulence Severity Forecast/Actual:	/
Altimeter Setting:	30.09 inches Hg	Temperature/Dew Point:	31°C / 23°C
Precipitation and Obscuration:	No Obscuration; No Precipitation		
Departure Point:	Tampa, FL (TPF )	Type of Flight Plan Filed:	None
Destination:	Sebring, FL (SEF )	Type of Clearance:	None
Departure Time:	10:15 Local	Type of Airspace:	

## Airport Information

Airport:	Sebring Regional Airport SEF	Runway Surface Type:	Asphalt
Airport Elevation:	62 ft msl	Runway Surface Condition:	Dry
Runway Used:	14	IFR Approach:	None
Runway Length/Width:	4990 ft / 100 ft	VFR Approach/Landing:	Touch and go;Traffic pattern

## Wreckage and Impact Information

Crew Injuries:	1 None	Aircraft Damage:	Substantial
Passenger Injuries:	1 None	Aircraft Fire:	None
Ground Injuries:	N/A	Aircraft Explosion:	None
Total Injuries:	2 None	Latitude, Longitude:	27.45861,-81.343055(est)

## Administrative Information

<b>Investigator In Charge (IIC):</b>	Monville, Timothy
<b>Additional Participating Persons:</b>	Ronnie L Faulkner; FAA/FSDO; Orlando, FL Albert Gomez; FAA/FSDO; Orlando, FL
<b>Original Publish Date:</b>	November 19, 2019
<b>Last Revision Date:</b>	
<b>Investigation Class:</b>	<a href="#">Class</a>
<b>Note:</b>	The NTSB did not travel to the scene of this accident.
<b>Investigation Docket:</b>	<a href="https://data.ntsb.gov/Docket?ProjectID=98382">https://data.ntsb.gov/Docket?ProjectID=98382</a>

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The NTSB does not assign fault or blame for an accident or incident; rather, as specified by NTSB regulation, “accident/incident investigations are fact-finding proceedings with no formal issues and no adverse parties ... and are not conducted for the purpose of determining the rights or liabilities of any person” (Title 49 *Code of Federal Regulations* section 831.4). Assignment of fault or legal liability is not relevant to the NTSB’s statutory mission to improve transportation safety by investigating accidents and incidents and issuing safety recommendations. In addition, statutory language prohibits the admission into evidence or use of any part of an NTSB report related to an accident in a civil action for damages resulting from a matter mentioned in the report (Title 49 *United States Code* section 1154(b)). A factual report that may be admissible under 49 *United States Code* section 1154(b) is available [here](#).



# Aviation Investigation Factual Report

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<b>Location:</b>	Dunkirk, New York	<b>Accident Number:</b>	NYC06LA042
<b>Date &amp; Time:</b>	December 14, 2005, 12:00 Local	<b>Registration:</b>	N302H
<b>Aircraft:</b>	Piper PA-46-310P	<b>Aircraft Damage:</b>	Substantial
<b>Defining Event:</b>	<b>Injuries:</b> 3 None		
<b>Flight Conducted Under:</b>	Part 91: General aviation - Personal		

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## Factual Information

On December 14, 2005, about 1200 eastern standard time, a Piper PA-46-310P (Malibu), N302H, and a Smith Aerostar 601P, N1WZ, sustained substantial damage while both airplanes were landing at Dunkirk Airport (DKK), Dunkirk, New York. The certificated airline transport pilot and two passengers onboard the Piper Malibu, and the certificated private pilot onboard the Aerostar, were not injured. Visual meteorological conditions prevailed at the time of the accident. An instrument flight rules (IFR) flight plan was filed for the Malibu, which originated from West Chester, Pennsylvania. No flight plan was filed for the Aerostar, which originated from Jamestown, New York. Both personal flights were conducted under 14 CFR Part 91.

According to a Federal Aviation Administration (FAA) inspector, the Piper Malibu was landing on runway 6, a 5,000-foot-long, 100-foot-wide, asphalt runway. The Aerostar was landing on runway 15, a 4,000-foot-long, 100-foot-wide, asphalt runway. The right wing of each airplane made contact at the runway intersection, and both right wings sustained substantial damage.

The pilot of the Aerostar stated that approximately 6 miles from the airport, he contacted the Dunkirk Unicom on 123.075 MHz, and was told the wind was favoring runway 15, which was the active runway. The pilot of the Aerostar flew a left traffic pattern for runway 15, radioed position reports, and monitored a Cessna that was also in the traffic pattern for runway 15. The pilot of the Aerostar did not see any other traffic, and after landing on runway 15, a Piper Malibu approached from the right and struck the Aerostar. The pilot of the Aerostar stated that 123.075 MHz had been the Unicom frequency for longer than one year, and the old frequency was 122.80 MHz. The pilot of the Aerostar further stated that the pilot of the Piper Malibu obtained the old frequency from his global positioning system, rather than referring to current charts.

The FAA inspector noted that although the pilot of the Piper Malibu was traveling with expired approach charts, the correct and current frequency was listed on those charts.

The pilot of the Piper Malibu stated that he was on an IFR flight plan, and in radio contact with Buffalo Approach. About 15 miles from Dunkirk Airport, Buffalo Approach did not observe any local traffic on radar, and told the pilot to switch to "advisory." The pilot of the Piper Malibu terminated services and reported a 9-mile final for runway 6, on 122.80 MHz. He did not observe any other traffic, and during the landing roll, the Aerostar approached from the left and struck the Piper Malibu.

Several witnesses, including the pilot of the Cessna in the traffic pattern for runway 15, heard the pilot of the Aerostar make radio transmissions while in the traffic pattern for runway 15. None of the witnesses heard the pilot of the Piper Malibu make any radio transmissions while landing on runway 6.

The reported weather at DKK, at 1153, was: wind from 130 degrees at 11 knots; visibility 10 miles; sky clear; temperature 21 degrees F; dew point 1 degree F; altimeter 30.36 inches Hg.

## Pilot Information

<b>Certificate:</b>	Airline transport	<b>Age:</b>	59, Male
<b>Airplane Rating(s):</b>	Single-engine land; Multi-engine land	<b>Seat Occupied:</b>	Left
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	
<b>Instrument Rating(s):</b>	Airplane	<b>Second Pilot Present:</b>	No
<b>Instructor Rating(s):</b>	Airplane multi-engine; Airplane single-engine; Instrument airplane	<b>Toxicology Performed:</b>	No
<b>Medical Certification:</b>	Class 2 Without waivers/limitations	<b>Last FAA Medical Exam:</b>	December 1, 2004
<b>Occupational Pilot:</b>	Yes	<b>Last Flight Review or Equivalent:</b>	December 1, 2005
<b>Flight Time:</b>	20140 hours (Total, all aircraft), 2040 hours (Total, this make and model), 19484 hours (Pilot In Command, all aircraft), 140 hours (Last 90 days, all aircraft), 80 hours (Last 30 days, all aircraft), 2 hours (Last 24 hours, all aircraft)		

## Aircraft and Owner/Operator Information

<b>Aircraft Make:</b>	Piper	<b>Registration:</b>	N302H
<b>Model/Series:</b>	PA-46-310P	<b>Aircraft Category:</b>	Airplane
<b>Year of Manufacture:</b>		<b>Amateur Built:</b>	
<b>Airworthiness Certificate:</b>	Normal	<b>Serial Number:</b>	460803
<b>Landing Gear Type:</b>	Retractable - Tricycle	<b>Seats:</b>	6
<b>Date/Type of Last Inspection:</b>	February 1, 2005 Annual	<b>Certified Max Gross Wt.:</b>	4300 lbs
<b>Time Since Last Inspection:</b>	167 Hrs	<b>Engines:</b>	1 Turbo prop
<b>Airframe Total Time:</b>	4937 Hrs as of last inspection	<b>Engine Manufacturer:</b>	Pratt & Whitney
<b>ELT:</b>	Installed, not activated	<b>Engine Model/Series:</b>	PT6-34
<b>Registered Owner:</b>	Lakala Aviation Inc.	<b>Rated Power:</b>	560 Horsepower
<b>Operator:</b>	Richard Schneider	<b>Operating Certificate(s) Held:</b>	None

## Meteorological Information and Flight Plan

Conditions at Accident Site:	Visual (VMC)	Condition of Light:	Day
Observation Facility, Elevation:	DKK,693 ft msl	Distance from Accident Site:	0 Nautical Miles
Observation Time:	11:53 Local	Direction from Accident Site:	0°
Lowest Cloud Condition:	Clear	Visibility	10 miles
Lowest Ceiling:	None	Visibility (RVR):	
Wind Speed/Gusts:	11 knots / None	Turbulence Type Forecast/Actual:	/
Wind Direction:	130°	Turbulence Severity Forecast/Actual:	/
Altimeter Setting:	30.36 inches Hg	Temperature/Dew Point:	-6°C / -17°C
Precipitation and Obscuration:	No Obscuration; No Precipitation		
Departure Point:	West Chester, PA (N99 )	Type of Flight Plan Filed:	IFR
Destination:	Dunkirk, NY (DKK )	Type of Clearance:	IFR
Departure Time:	10:30 Local	Type of Airspace:	Class G

## Airport Information

Airport:	Dunkirk Airport DKK	Runway Surface Type:	Asphalt
Airport Elevation:	693 ft msl	Runway Surface Condition:	Dry
Runway Used:	6	IFR Approach:	Visual
Runway Length/Width:	5000 ft / 100 ft	VFR Approach/Landing:	Full stop;Straight-in

## Wreckage and Impact Information

Crew Injuries:	1 None	Aircraft Damage:	Substantial
Passenger Injuries:	2 None	Aircraft Fire:	None
Ground Injuries:	N/A	Aircraft Explosion:	None
Total Injuries:	3 None	Latitude, Longitude:	42.493331,-79.271942

## Administrative Information

<b>Investigator In Charge (IIC):</b>	Gretz, Robert
<b>Additional Participating Persons:</b>	Thomas Williams; FAA FSDO; Rochester, NY
<b>Report Date:</b>	October 5, 2006
<b>Last Revision Date:</b>	
<b>Investigation Class:</b>	<a href="#">Class</a>
<b>Note:</b>	
<b>Investigation Docket:</b>	<a href="https://data.ntsb.gov/Docket?ProjectID=62957">https://data.ntsb.gov/Docket?ProjectID=62957</a>

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The NTSB does not assign fault or blame for an accident or incident; rather, as specified by NTSB regulation, "accident/incident investigations are fact-finding proceedings with no formal issues and no adverse parties ... and are not conducted for the purpose of determining the rights or liabilities of any person" (Title 49 *Code of Federal Regulations* section 831.4). Assignment of fault or legal liability is not relevant to the NTSB's statutory mission to improve transportation safety by investigating accidents and incidents and issuing safety recommendations. In addition, statutory language prohibits the admission into evidence or use of any part of an NTSB report related to an accident in a civil action for damages resulting from a matter mentioned in the report (Title 49 *United States Code* section 1154(b)). A factual report that may be admissible under 49 *United States Code* section 1154(b) is available [here](#).



# Aviation Investigation Factual Report

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<b>Location:</b>	Dunkirk, New York	<b>Accident Number:</b>	NYC06LA042
<b>Date &amp; Time:</b>	December 14, 2005, 12:00 Local	<b>Registration:</b>	N1WZ
<b>Aircraft:</b>	Smith, Ted Aerostar 601P	<b>Aircraft Damage:</b>	Substantial
<b>Defining Event:</b>	<b>Injuries:</b> 1 None		
<b>Flight Conducted Under:</b>	Part 91: General aviation - Personal		

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## Factual Information

On December 14, 2005, about 1200 eastern standard time, a Piper PA-46-310P (Malibu), N302H, and a Smith Aerostar 601P, N1WZ, sustained substantial damage while both airplanes were landing at Dunkirk Airport (DKK), Dunkirk, New York. The certificated airline transport pilot and two passengers onboard the Piper Malibu, and the certificated private pilot onboard the Aerostar, were not injured. Visual meteorological conditions prevailed at the time of the accident. An instrument flight rules (IFR) flight plan was filed for the Malibu, which originated from West Chester, Pennsylvania. No flight plan was filed for the Aerostar, which originated from Jamestown, New York. Both personal flights were conducted under 14 CFR Part 91.

According to a Federal Aviation Administration (FAA) inspector, the Piper Malibu was landing on runway 6, a 5,000-foot-long, 100-foot-wide, asphalt runway. The Aerostar was landing on runway 15, a 4,000-foot-long, 100-foot-wide, asphalt runway. The right wing of each airplane made contact at the runway intersection, and both right wings sustained substantial damage.

The pilot of the Aerostar stated that approximately 6 miles from the airport, he contacted the Dunkirk Unicom on 123.075 MHz, and was told the wind was favoring runway 15, which was the active runway. The pilot of the Aerostar flew a left traffic pattern for runway 15, radioed position reports, and monitored a Cessna that was also in the traffic pattern for runway 15. The pilot of the Aerostar did not see any other traffic, and after landing on runway 15, a Piper Malibu approached from the right and struck the Aerostar. The pilot of the Aerostar stated that 123.075 MHz had been the Unicom frequency for longer than one year, and the old frequency was 122.80 MHz. The pilot of the Aerostar further stated that the pilot of the Piper Malibu obtained the old frequency from his global positioning system, rather than referring to current charts.

The FAA inspector noted that although the pilot of the Piper Malibu was traveling with expired approach charts, the correct and current frequency was listed on those charts.

The pilot of the Piper Malibu stated that he was on an IFR flight plan, and in radio contact with Buffalo Approach. About 15 miles from Dunkirk Airport, Buffalo Approach did not observe any local traffic on radar, and told the pilot to switch to "advisory." The pilot of the Piper Malibu terminated services and reported a 9-mile final for runway 6, on 122.80 MHz. He did not observe any other traffic, and during the landing roll, the Aerostar approached from the left and struck the Piper Malibu.

Several witnesses, including the pilot of the Cessna in the traffic pattern for runway 15, heard the pilot of the Aerostar make radio transmissions while in the traffic pattern for runway 15. None of the witnesses heard the pilot of the Piper Malibu make any radio transmissions while landing on runway 6.

The reported weather at DKK, at 1153, was: wind from 130 degrees at 11 knots; visibility 10 miles; sky clear; temperature 21 degrees F; dew point 1 degree F; altimeter 30.36 inches Hg.

## Pilot Information

<b>Certificate:</b>	Private	<b>Age:</b>	72, Male
<b>Airplane Rating(s):</b>	Single-engine land; Multi-engine land	<b>Seat Occupied:</b>	Left
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	
<b>Instrument Rating(s):</b>	Airplane	<b>Second Pilot Present:</b>	No
<b>Instructor Rating(s):</b>	None	<b>Toxicology Performed:</b>	No
<b>Medical Certification:</b>	Class 3 With waivers/limitations	<b>Last FAA Medical Exam:</b>	November 1, 2005
<b>Occupational Pilot:</b>	No	<b>Last Flight Review or Equivalent:</b>	November 1, 2005
<b>Flight Time:</b>	5416 hours (Total, all aircraft), 1510 hours (Total, this make and model), 5245 hours (Pilot In Command, all aircraft), 12 hours (Last 90 days, all aircraft), 12 hours (Last 30 days, all aircraft), 1 hours (Last 24 hours, all aircraft)		

## Aircraft and Owner/Operator Information

<b>Aircraft Make:</b>	Smith, Ted Aerostar	<b>Registration:</b>	N1WZ
<b>Model/Series:</b>	601P	<b>Aircraft Category:</b>	Airplane
<b>Year of Manufacture:</b>		<b>Amateur Built:</b>	
<b>Airworthiness Certificate:</b>	Normal	<b>Serial Number:</b>	61P-0385-128
<b>Landing Gear Type:</b>	Retractable - Tricycle	<b>Seats:</b>	6
<b>Date/Type of Last Inspection:</b>	May 1, 2005 Annual	<b>Certified Max Gross Wt.:</b>	6000 lbs
<b>Time Since Last Inspection:</b>	16 Hrs	<b>Engines:</b>	1 Reciprocating
<b>Airframe Total Time:</b>	5337 Hrs at time of accident	<b>Engine Manufacturer:</b>	Lycoming
<b>ELT:</b>	Installed, not activated	<b>Engine Model/Series:</b>	IO-540
<b>Registered Owner:</b>	FTBA Inc.	<b>Rated Power:</b>	290 Horsepower
<b>Operator:</b>	Antoine Attea	<b>Operating Certificate(s) Held:</b>	None

## Meteorological Information and Flight Plan

Conditions at Accident Site:	Visual (VMC)	Condition of Light:	Day
Observation Facility, Elevation:	DKK,693 ft msl	Distance from Accident Site:	0 Nautical Miles
Observation Time:	11:53 Local	Direction from Accident Site:	0°
Lowest Cloud Condition:	Clear	Visibility	10 miles
Lowest Ceiling:	None	Visibility (RVR):	
Wind Speed/Gusts:	11 knots / None	Turbulence Type Forecast/Actual:	/
Wind Direction:	130°	Turbulence Severity Forecast/Actual:	/
Altimeter Setting:	30.36 inches Hg	Temperature/Dew Point:	-6°C / -17°C
Precipitation and Obscuration:	No Obscuration; No Precipitation		
Departure Point:	Jamestown, NY (JHW )	Type of Flight Plan Filed:	None
Destination:	Dunkirk, NY (DKK )	Type of Clearance:	None
Departure Time:	11:40 Local	Type of Airspace:	Class G

## Airport Information

Airport:	Dunkirk Airport DKK	Runway Surface Type:	Asphalt
Airport Elevation:	693 ft msl	Runway Surface Condition:	Dry
Runway Used:	6	IFR Approach:	Visual
Runway Length/Width:	5000 ft / 100 ft	VFR Approach/Landing:	Full stop;Straight-in

## Wreckage and Impact Information

Crew Injuries:	1 None	Aircraft Damage:	Substantial
Passenger Injuries:		Aircraft Fire:	None
Ground Injuries:	N/A	Aircraft Explosion:	None
Total Injuries:	1 None	Latitude, Longitude:	42.493331,-79.271942

## Administrative Information

<b>Investigator In Charge (IIC):</b>	Gretz, Robert
<b>Additional Participating Persons:</b>	Thomas Williams; FAA FSDO; Rochester, NY
<b>Report Date:</b>	October 5, 2006
<b>Last Revision Date:</b>	
<b>Investigation Class:</b>	<a href="#">Class</a>
<b>Note:</b>	
<b>Investigation Docket:</b>	<a href="https://data.ntsb.gov/Docket?ProjectID=62957">https://data.ntsb.gov/Docket?ProjectID=62957</a>

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# Aviation Investigation Final Report

<b>Location:</b>	Everglades City, Florida	<b>Accident Number:</b>	ERA14LA024
<b>Date &amp; Time:</b>	October 27, 2013, 13:57 Local	<b>Registration:</b>	N2702M
<b>Aircraft:</b>	Piper PA 28R-201T	<b>Aircraft Damage:</b>	Substantial
<b>Defining Event:</b>	Loss of control in flight	<b>Injuries:</b>	2 Serious, 2 Minor
<b>Flight Conducted Under:</b>	Part 91: General aviation - Personal		

## Analysis

While en route, the pilot established two-way communications with several Federal Aviation Administration air traffic control facilities; no communication difficulties were reported. While inbound to the destination airport, the pilot made three separate radio calls on 122.8 MHz. The pilot announced the airplane's position, but he received no reply. As the airplane neared the airport, the pilot observed an airplane on a taxiway near the approach end of runway 15. The pilot entered the traffic pattern for runway 33 and, while on the downwind leg, he broadcast his intention to land on 122.8 MHz but again received no reply. While on final approach with the flaps and landing gear fully extended, he again broadcast his intention to land and received no reply. He reported seeing a "white shimmer" from an airplane near the approach end of runway 15, which he attributed to movement. The accident pilot chose to perform a go-around because he had not communicated with the other pilot and was concerned about a collision. The accident pilot added full power during the go-around. He reported that, although the engine responded, the airplane had poor climb performance. When the airplane was clear of trees, he banked it hard left, and the airplane subsequently stalled and then impacted water. Following recovery of the airplane, the engine was started and operated normally. Examination of the engine revealed no evidence of a preimpact failure or malfunction that would have precluded normal operation.

The investigation revealed that 122.8 MHz was the incorrect common traffic advisory frequency (CTAF) for the destination airport; the correct CTAF was 123.075 MHz. Although the pilot reported that he transmitted on 122.8 MHz, it is likely that he actually transmitted on 122.9 MHz because this was the frequency depicted in his GPS navigation database, which had expired nearly 5 years earlier. The pilot did not have a subscription to update any of the GPS databases, and he and his wife erroneously believed that, when they downloaded information to the unit less than 1 month earlier, the databases were also updated. Although an outdated visual flight rules sectional chart, which depicted the correct CTAF for the destination airport, was onboard the airplane, it was out of the pilot's reach during the flight. If the pilot had updated his GPS navigation database or used the outdated sectional chart, he likely would have selected the correct CTAF and been able to communicate with the other pilot, and he might not have chosen to conduct a go-around.

## Probable Cause and Findings

The National Transportation Safety Board determines the probable cause(s) of this accident to be:

The pilot's failure to maintain airplane control and airspeed during a go-around, which resulted in a stall and impact with terrain. Contributing to the accident were the pilot's inadvertent use of an outdated GPS navigation database, which provided an incorrect common traffic advisory frequency, and the inaccessibility of the visual flight rules sectional chart.

### Findings

<b>Aircraft</b>	Airspeed - Not attained/maintained
<b>Personnel issues</b>	Aircraft control - Pilot
<b>Aircraft</b>	Flight environment data - Not serviced/maintained
<b>Personnel issues</b>	Decision making/judgment - Pilot

## Factual Information

### History of Flight

<b>Approach-VFR go-around</b>	Course deviation
<b>Approach-VFR go-around</b>	Loss of control in flight (Defining event)
<b>Uncontrolled descent</b>	Collision with terr/obj (non-CFIT)

On October 27, 2013, about 1357 eastern daylight time, a Piper PA-28R-201T, N2702M, registered to Burlingame Financial Advisors LLC, crashed into water during a go-around after touchdown at Everglades Airpark (X01), Everglades City, Florida. Visual meteorological conditions prevailed at the time and no flight plan was filed for the 14 Code of Federal Regulations (CFR) Part 91 personal flight from Grass Roots Airpark (06FD), Groveland, Florida. The airplane sustained substantial damage, and the private pilot and one passenger sustained serious injuries, while 2 passengers sustained minor injuries. The flight originated about 1242 from 06FD.

The pilot stated that before departure he utilized his I-Pad for weather information which also contains VFR sectional charts, but he inadvertently left it behind. He also indicated that he did have sectional charts in his flight bag which was on-board the airplane. He was however using an on-board portable GPS receiver, which provided navigation information and also contained in part an airport database containing frequencies. He reported updating the software for the GPS less than 1 month earlier, while his wife reported by e-mail they, "...didn't have a subscription with Garmin. We didn't think we had to have a 'subscription' because we could update and download information at anytime on our own. Absolutely we believed that when we did an update it would do just that, update any and all new information for navigation and airports."

The pilot further stated that after takeoff while proceeding towards the destination airport he established two-way communications with several air traffic control facilities which included Tampa, Orlando, and Fort Myers Approach Control. No communications difficulties were reported although there was no record that the pilot established contact with Fort Myers Approach Control. The pilot reported that he obtained the common traffic advisory frequency (CTAF) for X01 from his GPS receiver, which was 122.8 MHz. Using that frequency and his GPS receiver for exact position information, he announced when the flight was 20, 10, and 5 miles away from X01 but there was no reply.

The flight continued towards X01, and when closer he observed an airplane on a taxiway near the approach end of runway 15. He stated that he did not understand why the pilot of that airplane did not acknowledge his radio calls, and with the wind from the northeast, entered the downwind leg for landing on runway 33. When the flight was abeam the numbers he again announced his intention on the same frequency but there was no reply. He turned onto base, and then final, and with the flaps fully extended and landing gear extended, he again announced his intention but there was no reply.

He landed left of runway centerline near the numbers and as he touched down, he observed what he reported was a "white shimmer" he attributed to be movement from the airplane that was located in the run-up area near the approach end of runway 15. Because he had not communicated with that pilot and

he was not sure what that pilot intended on doing, he added full power to perform a go-around. He later indicated that the engine did respond but the airplane had poor climb performance because the flaps were full down, and he, "...pulled up too hard" during the aborted landing.

When clear of trees, he banked hard to the left, although he was not sure of the bank angle. He did not hear a warning horn, and reported the airplane stalled, which he informed the passengers they were going to crash. He tried to push over, but the airplane went into a flat spin and impacted the water backwards on the left wing. They opened the door, and all exited the airplane. While in the water out of the airplane his wife called 911 using her cell phone; the call occurred at 1358. The pilot later stated that his mistake was that he overreacted to the airplane, but in his mind he did not want a head-on collision. He further stated there was no preimpact failure of malfunction of the airplane or engine that precluded normal operation.

The pilot in the airplane in the run-up area east of the approach end of runway 15 reported that he landed at X01 about 1140, had lunch, and before boarding the airplane for his intended flight, went to the fixed base operator (FBO). He was informed that the wind was from 080 degrees at 7 to 8 knots, and after starting the engine, he taxied to the approach end of runway 15, and was facing westbound with the parking brake applied doing checklist items. He was monitoring 123.075 MHz, and did not hear any radio calls on that frequency from the pilot of the accident airplane. He noticed the accident airplane flying on a close-in downwind leg for runway 33 about 1,000 feet above ground level (agl), and thought the airplane was crossing over the airport going somewhere else. He observed the airplane bank steep to the left going from a downwind to base and final for runway 33 in one turn; the bank angle was between 50 to 60 degrees. He did not perceive the airplane touch down, and when the airplane was about  $\frac{1}{4}$  to  $\frac{1}{2}$  way down the runway at less than 100 feet agl with the landing gear extended, he observed the accident airplane bank 50 to 60 degrees left wing low, then it went behind trees. When he did not see the airplane, or about 1 minute later, he turned about 90 degrees to the left and taxied to the ramp where he secured the airplane. While walking towards the FBO an individual from there came out and he advised that individual about the crash. The GPS receiver from his airplane was sent to the NTSB for read-out to the NTSB Vehicle Recorder Laboratory, located in Washington, D.C.

Following recovery of the accident airplane, inspection of the cockpit and cabin was performed by the Federal Aviation Administration (FAA) inspector-in-charge (IIC). During that inspection, bags behind the passenger seats were inspected which revealed an outdated Miami VFR Sectional Chart. Inspection of that chart revealed the X01 CTAF to be 123.075 MHz. The GPS receiver was removed and sent for read-out to the NTSB Vehicle Recorder Laboratory, located in Washington, D.C.

Also following recovery of the airplane, the point opening of either magneto could not be determined because of internal debris; both magnetos were tight on the accessory case with no evidence of movement/slippage. With NTSB permission, the magnetos were removed, cleaned, and installed on the engine and timed to specification. The engine core and cylinders were flushed of debris, and because the wings were not attached, an alternate fuel supply was plumbed into the fuel system. With FAA oversight, the engine was started and found to operate normally achieving 2,562 rpm maximum; maximum specified red line rpm is 2,575. Each magneto drop was reported to be 50 rpm each. No discrepancies were noted.

Examination of the GPS receiver from the accident airplane revealed that the Americas Aviation Data Cycle history was 0811 effective 20 October 2008 to 20 November 2008. The common traffic advisory

frequency for X01 based on the installed Americas Aviation Data Cycle 0811 navigation database was 122.9 MHz. Additionally, the accident flight from takeoff to accident was recorded which included 384 recorded points starting at 1234:03, and ending at 1358:17.

A review of a plot of the recorded points associated with the approach and landing reflect the airplane was west of the runway flying in a southeasterly direction parallel to the runway about 1356:02, consistent with a downwind leg for runway 33, and continued in the same direction followed by left turns onto base and final. The recorded data also indicates the airplane was left of centerline at the approach end of the runway, continued to the left edge of the runway where the minimum GPS altitude of negative 9 feet occurred at 1357:37. The recorded data indicates the airplane bank to the left achieving the maximum GPS altitude of positive 43 feet at 1357:44, followed by decreasing altitude and groundspeed. The last data point associated a groundspeed value consistent with flight was at 1357:44; the groundspeed at that time was recorded to be 71 knots. The next recorded data point 3 seconds later indicates the groundspeed was 15 knots.

Examination of the GPS receiver from the airplane in the run-up area east of the approach end of runway 15 revealed it recorded the taxi beginning about 1352:34, and stopping at 1355:58. No movement was detected until 1358:32, which was 14 seconds after the last data point from the accident airplane, at which time the airplane was taxied down the taxiway to the ramp.

The published CTAF on the date and time of the accident for X01 was 123.075MHz. It was previously 122.9 MHz, but changed in 2009 to 123.075 MHz. The airport manager at X01 reported there was no reported issue with the current CTAF either by pilot's or airport users. Additionally, on the day of the accident between 1350 and 1400 hours, an operations specialist at X01 was temporarily off airport, arriving back at the airport at the same time the first responders arrived on-scene.

Based on the comment from the pilot that he communicated on 122.8 MHz, NTSB contacted Florida Keys Marathon Airport (MTH) and Marco Island (MKY), both of which utilize 122.8 MHz as their published CTAF. There were no reports from either airport of personnel hearing a radio call from the accident pilot on that frequency.

The Pilot's Operating Handbook did not specify balked landing procedures.

## Pilot Information

<b>Certificate:</b>	Private	<b>Age:</b>	52
<b>Airplane Rating(s):</b>	Single-engine land	<b>Seat Occupied:</b>	Left
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	Lap only
<b>Instrument Rating(s):</b>	None	<b>Second Pilot Present:</b>	No
<b>Instructor Rating(s):</b>	None	<b>Toxicology Performed:</b>	No
<b>Medical Certification:</b>	Class 3 With waivers/limitations	<b>Last FAA Medical Exam:</b>	April 22, 2013
<b>Occupational Pilot:</b>	No	<b>Last Flight Review or Equivalent:</b>	
<b>Flight Time:</b>	(Estimated) 350 hours (Total, all aircraft), 265 hours (Total, this make and model)		

## Aircraft and Owner/Operator Information

<b>Aircraft Make:</b>	Piper	<b>Registration:</b>	N2702M
<b>Model/Series:</b>	PA 28R-201T	<b>Aircraft Category:</b>	Airplane
<b>Year of Manufacture:</b>	1977	<b>Amateur Built:</b>	
<b>Airworthiness Certificate:</b>	Normal	<b>Serial Number:</b>	28R-7803140
<b>Landing Gear Type:</b>	Retractable - Tricycle	<b>Seats:</b>	4
<b>Date/Type of Last Inspection:</b>	December 19, 2012 Annual	<b>Certified Max Gross Wt.:</b>	2900 lbs
<b>Time Since Last Inspection:</b>	52 Hrs	<b>Engines:</b>	1 Reciprocating
<b>Airframe Total Time:</b>	1761 Hrs at time of accident	<b>Engine Manufacturer:</b>	CONT MOTOR
<b>ELT:</b>	Installed, not activated	<b>Engine Model/Series:</b>	TSIO-360-F
<b>Registered Owner:</b>	On file	<b>Rated Power:</b>	200 Horsepower
<b>Operator:</b>	On file	<b>Operating Certificate(s) Held:</b>	None

## Meteorological Information and Flight Plan

Conditions at Accident Site:	Visual (VMC)	Condition of Light:	Day
Observation Facility, Elevation:	APF,8 ft msl	Distance from Accident Site:	28 Nautical Miles
Observation Time:	13:53 Local	Direction from Accident Site:	311°
Lowest Cloud Condition:	Clear	Visibility	10 miles
Lowest Ceiling:	None	Visibility (RVR):	
Wind Speed/Gusts:	4 knots / None	Turbulence Type Forecast/Actual:	/ None
Wind Direction:	60°	Turbulence Severity Forecast/Actual:	/ N/A
Altimeter Setting:	30.04 inches Hg	Temperature/Dew Point:	28°C / 13°C
Precipitation and Obscuration:	No Obscuration; No Precipitation		
Departure Point:	Groveland, FL (06FD)	Type of Flight Plan Filed:	None
Destination:	Everglades City, FL (X01 )	Type of Clearance:	None
Departure Time:	12:42 Local	Type of Airspace:	

## Airport Information

Airport:	Everglades Airpark X01	Runway Surface Type:	Asphalt
Airport Elevation:	5 ft msl	Runway Surface Condition:	Dry
Runway Used:	33	IFR Approach:	None
Runway Length/Width:	2400 ft / 60 ft	VFR Approach/Landing:	Go around;Traffic pattern

## Wreckage and Impact Information

Crew Injuries:	1 Serious	Aircraft Damage:	Substantial
Passenger Injuries:	1 Serious, 2 Minor	Aircraft Fire:	None
Ground Injuries:	N/A	Aircraft Explosion:	None
Total Injuries:	2 Serious, 2 Minor	Latitude, Longitude:	25.858333,-81.394721(est)

## Administrative Information

<b>Investigator In Charge (IIC):</b>	Monville, Timothy
<b>Additional Participating Persons:</b>	Edmundo Rolon; FAA/FSDO; Miramar, FL Ron Maynard; Piper Aircraft; Vero Beach, FL Mike Council; Continental Motors, Inc.; Mobile, AL
<b>Original Publish Date:</b>	November 13, 2014
<b>Last Revision Date:</b>	
<b>Investigation Class:</b>	<a href="#">Class</a>
<b>Note:</b>	
<b>Investigation Docket:</b>	<a href="https://data.ntsb.gov/Docket?ProjectID=88318">https://data.ntsb.gov/Docket?ProjectID=88318</a>

The National Transportation Safety Board (NTSB) is an independent federal agency charged by Congress with investigating every civil aviation accident in the United States and significant events in other modes of transportation—railroad, transit, highway, marine, pipeline, and commercial space. We determine the probable causes of the accidents and events we investigate, and issue safety recommendations aimed at preventing future occurrences. In addition, we conduct transportation safety research studies and offer information and other assistance to family members and survivors for each accident or event we investigate. We also serve as the appellate authority for enforcement actions involving aviation and mariner certificates issued by the Federal Aviation Administration (FAA) and US Coast Guard, and we adjudicate appeals of civil penalty actions taken by the FAA.

The NTSB does not assign fault or blame for an accident or incident; rather, as specified by NTSB regulation, "accident/incident investigations are fact-finding proceedings with no formal issues and no adverse parties ... and are not conducted for the purpose of determining the rights or liabilities of any person" (Title 49 *Code of Federal Regulations* section 831.4). Assignment of fault or legal liability is not relevant to the NTSB's statutory mission to improve transportation safety by investigating accidents and incidents and issuing safety recommendations. In addition, statutory language prohibits the admission into evidence or use of any part of an NTSB report related to an accident in a civil action for damages resulting from a matter mentioned in the report (Title 49 *United States Code* section 1154(b)). A factual report that may be admissible under 49 *United States Code* section 1154(b) is available [here](#).



# Aviation Investigation Final Report

<b>Location:</b>	DELAND, Florida	<b>Accident Number:</b>	MIA00FA041
<b>Date &amp; Time:</b>	December 3, 1999, 10:23 Local	<b>Registration:</b>	N3038N
<b>Aircraft:</b>	Piper PA-44-180	<b>Aircraft Damage:</b>	Destroyed
<b>Defining Event:</b>	<b>Injuries:</b> 2 Fatal		
<b>Flight Conducted Under:</b>	Part 91: General aviation - Instructional		

## Analysis

After the Seminole airplane departed, requests to perform instrument approaches to the DeLand airport were denied; the controller responded to the request, '...delands saturated right now unable any approaches at deland....' The flight was vectored then cleared for a VOR approach to a runway 16 at Daytona Beach then vectored and cleared for a VOR approach to runway 23 at the DeLand airport. After the Cadet airplane departed, the flight proceeded to the DeLand airport and remained in the traffic pattern for runway 05; individuals heard the flight announce while in the traffic pattern. While inside the final approach fix inbound, radar service of the Seminole flight was terminated. Two individuals heard a voice announce on the DeLand CTAF, 'VOR 23.' The witnesses did not hear the distance, intentions, airport ID, or aircraft ID. The Seminole flight continued on the VOR approach; the last radar target of the Seminole was approximately .6 nautical mile from the approach end of runway 23. Several individuals heard the Cadet flight announce on the DeLand CTAF that the flight was departing runway 05. One witness reported that the Cadet used almost the full length of the runway, became airborne, then banked to the left and disappeared behind trees. The airplanes collided in-flight near the departure end of runway 05; the wreckage of both airplanes came to rest within approximately 1/2 nautical mile from the departure end of runway 05. An impact signature from one of the propeller blades from the left engine of the Seminole was noted on top of the engine of the Cadet; the impact signature was within approximately 25 degrees from being perpendicular. Several individuals reported frequency congestion of the DeLand CTAF from other airports that utilize the same frequency. Prior to the accident, ERAU personnel had informally inquired about having the frequency changed due to that very reason; the frequency was not changed before the accident. Advisory circulars and the AIM does not address when to terminate a practice instrument approach to an uncontrolled airport.

## Probable Cause and Findings

The National Transportation Safety Board determines the probable cause(s) of this accident to be: The inadequate visual lookout by the pilot-in-command (PIC)/certified flight instructor (CFI) of both aircraft. Contributing factors in the accident were: 1) the frequency congestion of the CTAF 2) the poor in-flight planning decision by the PIC/CFI of the Seminole for his continuing a practice instrument approach to within approximately .6 nautical mile from the approach end of the runway with opposing airplanes departing on the upwind leg, and 3) the absence of guidance in the Aeronautical Information Manual and Advisory Circulars as to how or when to terminate a practice instrument approach to an airport that does not have an operating control tower.

### Findings

Occurrence #1: MIDAIR COLLISION

Phase of Operation: APPROACH - FAF/OUTER MARKER TO THRESHOLD (IFR)

#### Findings

1. (F) AIRPORT FACILITIES,UNICOM - CONGESTED
2. (F) IN-FLIGHT PLANNING/DECISION - POOR - PILOT IN COMMAND(CFI)
3. (F) INFORMATION UNAVAILABLE - FAA(OTHER/ORGANIZATION)
4. (C) VISUAL LOOKOUT - INADEQUATE - PILOT IN COMMAND(CFI)
5. (C) VISUAL LOOKOUT - INADEQUATE - PILOT OF OTHER AIRCRAFT

## Factual Information

### HISTORY OF FLIGHT

On December 3, 1999, about 1023 eastern standard time, a Piper PA-44-180 (Seminole) airplane, N3038N, registered to and operated by Phoenix East Aviation, Inc., and a Piper PA-28-161 (Cadet) airplane, N153ER, registered to and operated by Embry-Riddle Aeronautical University, collided in-flight near the departure end of runway 5 at the DeLand Municipal-Sidney H Taylor Field Airport, DeLand, Florida. Visual meteorological conditions prevailed at the time and a local instrument flight rules (IFR) flight plan was filed for the 14 CFR Part 91 instructional flight of the Seminole airplane. No flight plan was filed for the 14 CFR Part 91 instructional flight of the Cadet airplane; none was required. Both airplanes were destroyed and the certified flight instructor (CFI) and commercial pilot-rated student of the Seminole airplane were fatally injured. The CFI and private pilot-rated student of the Cadet airplane also were fatally injured. The Seminole flight originated about 0939 from the Daytona Beach International Airport, Daytona Beach, Florida. The Cadet flight originated about 0921, also from the Daytona Beach International Airport, Daytona Beach, Florida.

According to a transcription of communications from Daytona Beach Air Traffic Control Tower (DAB ATCT), a flightcrew member in the Cadet contacted clearance delivery and requested a visual flight rules (VFR) clearance to Leesburg. The flight was cleared to taxi to runway 7R at 0911:48, and was cleared for takeoff at 0920:52. After takeoff, air traffic control (ATC) communications were transferred to Daytona Beach departure control then to the Daytona Beach South-Arrival Radar position. The flight remained in contact with that facility from 0924:45, to 0934:11, when the controller advised the flight to proceed on course, squawk the VFR transponder code, and provided the frequency of the next ATC facility. That transmission was acknowledged; there were no further recorded transmissions from the flightcrew with the DAB ATCT.

The transcription of communications from DAB ATCT indicates that a flightcrew member in the Seminole airplane contacted clearance delivery and requested, "a local IFR clearance ah we would like to shoot ah VOR 23 approach deland to be followed by ndb approach runway thirty deland and uh then we'll break off and come back for an ILS later." The controller cleared the flight to the DeLand airport via radar vectors; the clearance was read back by a flightcrew member. The flight was cleared to taxi to runway 7L at 0918:50, and was cleared for takeoff at 0938:48. After takeoff, ATC communications were transferred to the Daytona Beach North-Arrival Radar position. While in contact with that facility, at 0942:10, a flightcrew member asked the controller, "ah three zero three eight november is it possible we can have the full approach sir uh to fly over the vor", to which the controller responded, "...unable vor uh vor deland approach." A flightcrew member advised the controller "three eight November a mile north of Ormond is fine sir." The controller responded, "...not for you sir

unable vor two three approaches fly tower assigned heading now." The controller advised the flight the heading to fly, and "...unable vor two three at deland." A flightcrew member responded that they would like to perform if possible a non directional beacon (NDB) instrument approach to runway 30 at DeLand. The controller advised, "okay three eight november delands saturated right now unable any approaches at deland let me rephrase that unable any approaches at deland." A flightcrew member responded that they would like to execute a very high frequency omni-directional range station (VOR) approach to runway 16, and a NDB approach to a runway at the New Smyrna Beach Municipal Airport. A flightcrew member questioned whether they could execute the full VOR approach. The flight was vectored then cleared for the VOR approach to runway 16 at the Daytona Beach International Airport, and told to expect to break off the approach four miles north of Daytona. At 0959:28, the controller questioned the flight if they wanted to execute an instrument landing system (ILS) approach after the VOR approach, and also if they had another request. A flightcrew member responded with the registration number of the airplane and the controller stated, "...after this I ah vor 16 would you like an approach at deland now" to which a flightcrew member responded, "ah yes we'll take the deland after this one sir." The controller questioned what kind of approach they would like to execute at DeLand and a flightcrew member responded, "we'd like ah the vor two three if possible." The controller advised the flight to expect that and a flightcrew member questioned if they would be able to execute the full approach to which controller advised the flight to stand by. The controller advised the flight to expect the full approach and the VOR approach would be broken off in about another 1 1/2 miles. At 1001:23, the controller canceled the approach clearance and gave heading and altitude to fly, which was acknowledged. At 1003:53, the controller who was handling the Seminole flight briefed the relieving controller. The handling controller advised the relieving controller in part that the flightcrew was expecting the full VOR approach to runway 23.

At 1006:07, the relieving controller advised the Seminole flight to proceed direct to the Ormond Beach VORTAC and to join the 212-degree radial. A flightcrew member advised the controller that the flight was "proceeding for establishment..." and descending to 1,600 feet. The controller cleared the flight to descend to 1,600 feet and advised the flight to change to another frequency. At 1012:06, a flightcrew member advised the controller on the new frequency that the flight was descending to 1,600 feet. At 1012:30, the controller cleared the flight for the VOR approach to runway 23 at the DeLand Municipal Airport. At 1015:11, the controller advised the flight to use caution due to constant parachute jumping in progress. A flightcrew member responded "...roger", and at 1017:32, the controller questioned if the flight was going to perform a full stop landing to which a flightcrew member responded, "negative sir we uh we gonna breakoff and do some airwork and then come back with an ils full stop we'll advise you." The controller advised the flight to report canceling on the frequency, which was acknowledged. At 1018:02, a flightcrew member advised the controller that the flight was canceling at this time and the controller responded, "november three zero eight november radar service terminated squawk one two zero zero frequency change is approved." This transmission was acknowledged; there were no further recorded transmissions from the flightcrew with DAB ATCT.

Witnesses reported seeing the Cadet airplane in the traffic pattern to runway 5 at DeLand Municipal-Sidney H Taylor Field Airport (KDED) for two patterns; they also reported hearing radio calls from a flightcrew member of the airplane while in the traffic pattern on the KDED common traffic advisory frequency/UNICOM (CTAF). Two individuals who were flying reported hearing a radio call from a flightcrew member of an unidentified airplane report, "VOR 23" on the KDED CTAF frequency; one individual reported he did not recall hearing the identification of the airplane, or hear the person announce the distance or intentions. Several individuals reported hearing a flightcrew member of the Cadet airplane report on the KDED CTAF frequency that the flight was departing runway 5. One witness reported that the Cadet airplane used almost the full length of the runway, became airborne, then banked to the left and disappeared behind trees. A witness who was located near the accident site, reported seeing an airplane flying north and another airplane flying west. She reported seeing the collision and observed that one of the airplanes descended straight down and the other airplane turned to the northwest. Copies of the witness statements are an attachment to this report.

## PERSONNEL INFORMATION

The CFI of the Seminole airplane was employed as a flight instructor by Phoenix East Aviation, Inc., from June through August 1999, and from September 1, 1999, through the date of the accident with the title, Director of Corporate Flight Training. He was the holder of an airline transport pilot certificate with ratings airplane single and multiengine land. He was also the holder of a flight instructor certificate with ratings airplane single and multiengine, and instrument airplane; it was scheduled to expire December 31, 2000. He was issued a first class medical certificate on June 21, 1999, with the limitation that he posses lenses to correct for near and intermediate vision. A review of his located pilot logbooks revealed he had logged a total time of approximately 7,357 hours, of which 6,399 hours were as pilot-in-command and 4,897 hours were as a flight instructor; the last logged flight was November 3, 1997, which consisted of an instrument competency check. The student of the Seminole airplane was the holder of a commercial pilot certificate with ratings airplane single and multi-engine land, instrument airplane. He was issued a first class medical certificate on October 21, 1999, with no limitations. He had logged a total time of 5,513 hours, of which 2,996 hours were logged as second-in-command. He did not log any flight time as pilot-in-command between December 6, 1996, and the last entry in his logbook dated October 21, 1999. The student was receiving instruction towards the issuance of an airline transport pilot certificate.

The CFI of the Cadet airplane was employed as a flight instructor by Embry-Riddle Aeronautical University from September 8, 1998, through the date of the accident as a full-time flight instructor. He was the holder of a commercial pilot certificate with ratings airplane single engine land and sea, multiengine land, and instrument airplane. He was also the holder of a flight instructor certificate with ratings airplane single and multiengine land, instrument airplane; it was scheduled to expire March 31, 2001. He had logged a total of about 827 hours total time, of which about 397 hours were as a CFI, and 781 hours were as pilot-in-command. The student of the Cadet airplane was the holder of a private pilot certificate with ratings

airplane single engine land, instrument airplane. She was issued a first class medical certificate on October 6, 1998, with no limitations. She logged a total time of approximately 168 hours, of which 102 hours were as pilot-in-command. The student was receiving instruction to accomplish procedures that were not performed on a previous "stage check" and also to perform maneuvers that were listed as unsatisfactory or marginal on three previous flights near the middle on November.

## AIRCRAFT INFORMATION

The Seminole airplane was inspected last in accordance with a 100-hour inspection on November 23, 1999; the airplane had accumulated approximately 44 hours since the inspection at the time of the accident. The airplane was equipped in part with a DME transceiver and two navigation and communication transceivers. The VOR check was accomplished last on November 26, 1999; (required every 30 days to operate civil aircraft under IFR conditions). The pitot static system was inspected last on July 22, 1999. Copies of the VOR receiver check sheet, and pitot static system test maintenance entry are an attachment to this report.

The Cadet airplane was inspected last in accordance with a phase 2 progressive inspection on September 17, 1999; the airplane had accumulated approximately 60 hours since the inspection. The airplane was equipped in part with one communication transceiver.

## METEOROLOGICAL INFORMATION

A METAR weather observation taken at the Daytona Beach Municipal Airport at 0953, indicates that the wind was calm, and the visibility was 10 miles. A broken ceiling existed at 4,800 feet, the temperature and dew point were approximately 63 degrees and 52 degrees Fahrenheit, respectively. The altimeter setting was 30.08 inHg. The Daytona Beach Municipal Airport is located approximately 056 degrees and 14 nautical miles from the accident site.

## COMMUNICATIONS

Transcriptions of communications from Daytona Beach Air Traffic Control Tower containing contacts with the flightcrew members of the Seminole and Cadet airplanes are an attachment to this report. There were no reported communication difficulties with either airplane during the communications with the Daytona Beach ATCT.

## AIRPORT INFORMATION

The Common Traffic Advisory Frequency (CTAF) at the DeLand Municipal-Sidney H Taylor Field Airport is 122.8. The CTAF is not recorded at the DeLand Municipal Airport, or at nearby airports that utilize the same CTAF. There is no air traffic control tower at the airport. The private radio station license issued to the City of DeLand for UNICOM frequency 122.8 was renewed in February 1996, by the Federal Communications Commission (FCC) after

submission of the renewal application by the city.

The initial approach fix (IAF) for the VOR or GPS approach to runway 23 at DeLand is the Ormond Beach VORTAC (OMN), frequency 112.6. The final approach fix (FAF) for the approach is the DONGS intersection which is located in part 11 nautical miles distance measuring equipment (DME) from the OMN VORTAC on the 212-degree radial. The minimum descent altitude (MDA) for the accident airplane category for a straight in approach is 640 feet mean sea level (561 feet above ground level), and the published missed approach point (MAP) is depicted as being 5.6 nautical miles from the FAF. The frequency for Daytona Beach Approach Control is 125.35.

According to a written statement by a pilot and airplane owner who is also an air traffic controller, he was flying his airplane on the day of the accident and stated that, "As a Tower controller, I am experienced in determining aircraft positions through radio communication. After 17 years in the business, I have never witnessed frequency congestion as bad as it was on December 3. Both 122.7 and 122.8 [frequencies] were so unmanageable and absolutely chaotic that it is very understandable how no one on either frequency could understand what was going on." He also stated that he heard radio calls from pilots at 7 different airports on the DeLand CTAF. A copy of his statement is an attachment to this report. Another witness located on the DeLand Municipal Airport associated with a skydive operation reported that on the day and time of the accident, she was not listening to the portable VHF radio that they have tuned to the DeLand CTAF. She further reported that in the past, she has heard radio calls from pilots on the DeLand CTAF from five different airports. A copy of the NTSB Record of Conversation is an attachment to this report.

According to the Embry-Riddle Aeronautical University (ERAU) Aviation Safety Program Manager (ASPM), on October 5, 1999, ERAU began operating 10 airplanes at the DeLand airport under a program titled Center for Aviation Training at Embry-Riddle (CATER). After beginning operations at DeLand and before the accident, personnel from the CATER program began "a dialog" with the city engineer of the DeLand City Council regarding existing frequency congestion and bleed over of the DeLand "UNICOM" frequency from other airports that utilize the same frequency. The CATER personnel and the ERAU ASPM individual also discussed the issue of existing frequency congestion and bleed over. It was decided to approach personnel from the city of DeLand who is the license holder of the UNICOM frequency and to request a frequency change. A copy of the ERAU memorandum related to this subject is an attachment to this report.

According to personnel from the City of DeLand, "a very casual comment was made at the end of October 1999, asking if sometime in the future, DeLand might consider a frequency change. Being of a very informal nature, an application was not filed." A copy of the letter is an attachment to this report.

#### WRECKAGE AND IMPACT INFORMATION

The main wreckage of the Seminole airplane which consisted of the fuselage and right wing with partially attached engine, and the partially attached vertical stabilizer was located in a marsh area at 29 degrees 04.305 minutes North latitude and 081 degrees 16.559 minutes West longitude (see photo 2). The left wing of the Seminole was separated, and the engine was separated from the wing. The main wreckage when plotted was located approximately 029 degrees and .27 nautical mile from the approach end of runway 23. The main wreckage of the Cadet airplane that consisted of the fuselage with a section of the left wing attached, the engine and propeller assembly, the separated section of the left wing and the separated right wing was located in a wooded area at 29 degrees 04.504 minutes North latitude and 081 degrees 16.435 minutes West longitude (see photo 1). That location when plotted was located approximately 027 degrees and .49 nautical mile from the departure end of runway 05. The wreckage of the Cadet was oriented on a magnetic heading of approximately 085 degrees; the inboard segment of one of the propeller blades from the Seminole was located immediately adjacent to the main wreckage of the Cadet. A search was conducted for wreckage that had separated from both airplanes. The located wreckage was plotted by latitude and longitude then recovered (a chart that lists the located wreckage by coordinates is an attachment to this report).

The wreckage of the Seminole airplane was recovered for further examination. Examination of the wreckage revealed the left wing structure between the fuselage and engine nacelle was fragmented; some sections were located. The spar web of the forward spar of the left wing was displaced aft in the spar box area. The left aileron and balance cables exhibited evidence of overload failure. Examination of the right wing revealed chordwise crushing the center of which was located approximately 44 inches inboard from the end rib; a 2-inch semi-circular indentation was noted in that location with tree bark embedded in the leading edge skin in that area. The leading edge of the right wing was crushed aft approximately 21 inches, 89 inches inboard of the end rib; this location was just outboard of the engine nacelle. Accordion aft crushing was also noted on the leading edge of the right wing between the engine nacelle and the fuselage. Additionally, the outboard section of the leading edge of the right wing was rotated down approximately 60 degrees. The nose section was destroyed from the instrument panel forward. The cabin roof was separated at the instrument panel; the roof was torn and accordian crushed aft beginning at the center of the cabin door area. The cabin floor was structurally separated approximately 12 inches aft of the rudder bar assembly and remained partially connected by flight control cables and wiring harness. The pilot's seat was structurally separated; the co-pilot's seat remained attached to the seat rails. The oleo strut of the right main landing gear was bent aft and was fractured approximately 8.5 inches up from the yoke; a compression wrinkle was noted on the aft side of the oleo. The vertical stabilizer remained only partially connected to the airframe by trim and control cables. The forward spar and the leading edge of the left stabilator was rotated aft approximately 90 degrees. Stabilator and rudder flight control cable continuity was confirmed from the cockpit to the control surface. Examination of the audio panel revealed that the "auto", "Comm 1" and "Comm 2" switches were in the "off" positions; the audio panel was separated from the instrument panel. The aircraft's radios and DME transceiver were removed for further examination (see TESTS AND RESEARCH section of this report).

Examination of the separated left engine of the Seminole airplane revealed the propeller remained secured to the crankshaft; one propeller blade was fractured and separated from the hub (see photo 3); two segments of the fractured propeller blade were located and recovered. Examination of the fractured propeller blade revealed spanwise lines on the leading edge of the blade approximately 5 inches inboard from the tip (see TESTS AND RESEARCH section of this report). The propeller blade that remained secured inside the hub exhibited slight aft bending. Impact damage to the engine was noted; the carburetor was later recovered but not examined. Crankshaft, camshaft, and valve train continuity was confirmed. Examination of the right engine which was partially attached to the airframe revealed the propeller was separated from the engine; the crankshaft was fractured aft of the crankshaft flange. Impact damage to the engine was noted. Crankshaft, camshaft, and valve train continuity was confirmed. Examination of the separated right propeller revealed one blade was twisted towards low pitch and the other blade was bent aft about 90 degrees with gouges on the leading edge near the blade tip. No evidence of preimpact failure or malfunction was noted to either engine or propeller. A copy of the report from the engine manufacturer is an attachment to this report.

The wreckage of the Cadet airplane was also recovered for further examination. An approximate 89-inch segment of left wing with attached flap and landing gear remained partially attached to the fuselage; the aft spar of the left wing was separated from the fuselage. The leading edge of the left wing was crushed aft approximately 6 inches, 27 inches outboard from the wing root. The forward spar of the left wing in line with the pitot mast was rotated aft 90-degrees. A semi-circular indentation was noted on the upper surface of the left aileron. Additionally, the leading edge stall strip of the left wing that was separated but located, exhibited "S" type bending with rubber transfer on the strip. Overload failure was noted on the left aileron and balance control cables. The right wing was separated at the wing root area; 28 inches of inboard wing skin and structure was separated from the leading edge aft to the main spar. The leading edge of the right wing was crushed aft approximately 11 inches, near the center of the fuel tank area. The forward spar of the right wing was fractured at the main landing gear attach area and was separated from structure inboard of that location. Two semi-circular indentations with tree bark were noted on the remaining segment of the leading edge of the right wing. The right aileron and balance cables exhibited evidence of overload failure. The instrument panel and forward cockpit floor forward of the pilot and copilot's seats were structurally separated. Rudder and stabilator control cable continuity was confirmed. The leading edge of the vertical stabilizer was displaced to the left with crushing on the right side. The main spar of the vertical stabilizer was bent aft approximately 45 degrees. The horizontal stabilator remained attached to the empennage; the outboard portion of the left stabilator was crushed inboard, up, and aft; compression wrinkles were noted in the upper skin. The aircraft's radio was removed for further examination, (see TESTS AND RESEARCH section of this report). Examination of the engine revealed crankshaft, camshaft, and valve train continuity. No evidence of preimpact failure or malfunction was noted to the engine or its components. Both propeller blades were fractured; the separated segment of one of the fractured propeller blades was recovered and measured approximately 10.5 inches. A

copy of the report from the engine manufacturer is an attachment to this report.

## MEDICAL AND PATHOLOGICAL INFORMATION

Postmortem examination of the CFI of the Seminole airplane was performed by Thomas R. Parsons, M.D., Associate Medical Examiner of 7th and 24th Districts Medical Examiner's Office. The cause of death of the CFI was listed as multiple blunt force injuries. Due to religious concerns, an external examination only was performed on the student by Thomas R. Parsons, M.D. The cause of death of the student was listed as multiple blunt force injuries. Toxicological analysis were performed by the FAA Accident and Research Laboratory (CAMI), located in Oklahoma City, Oklahoma of specimens of the CFI and student. The results of analysis by CAMI of specimens of the CFI and student were negative for cyanide, ethanol, and tested drugs. Carbon monoxide testing was not performed on specimens of the CFI; no carbon monoxide was detected in a specimen of the student.

Postmortem examinations of the CFI and student of the Cadet airplane were also performed by Thomas R. Parsons, M.D., Associate Medical Examiner of 7th and 24th Districts Medical Examiner's Office. The cause of death of both was listed as multiple blunt force injuries. Toxicological analysis of specimens of the CFI and student were performed by CAMI. The results of analysis of specimens of the CFI and student were negative for carbon monoxide, cyanide, and ethanol. No tested drugs were found in specimens of the CFI. Theophylline (0.661 ug/ml and 20.559 ug/ml) was detected in blood and urine of the student. Ephedrine, and pseudoephedrine were also detected in specimen of the student.

## TESTS AND RESEARCH SECTION

Examination of the radios from the Seminole airplane with Federal Aviation Administration (FAA) oversight revealed they were inoperative. The frequency of one of the communication radios was set to frequency 122.8, and the frequency of the second communication radio was 125.57. The frequency of one of the navigation receivers was set to 112.60 and the frequency of the second navigation receivers was set between 111 and 112 megahertz (mHz) and .60 kilohertz (kHz). A copy of the report is an attachment to this report. Examination of the DME transceiver with FAA oversight revealed the unit was inoperative; it does not retain any data.

Examination of the radio from the Cadet airplane with FAA oversight revealed that the communication frequency in use was 122.8. A copy of the statement from the FAA is an attachment to this report.

A Recorded Radar Study was prepared by the NTSB Office of Research and Engineering located in Washington, DC, and is an attachment to this report. The radar study indicates that secondary radar data of the Seminole airplane was observed from 0939:57, to the last secondary radar target at 1018:08, when radar service was terminated and the transponder code was noted to change to 1200. The airplane was calculated to be located 210 degrees

and 1.23 nautical miles from the DONGS intersection at that time. The Seminole descended to approximately 600 feet mean sea level (msl), leveled off momentarily, descended to approximately 500 feet msl, then climbed to approximately 600 feet msl, where the last radar target was noted approximately .6 nautical mile from the approach end of runway 23. The report indicated the Seminole descended, "straight down to airport after receiving the radar service termination communication from the controller." The report indicates that after the Cadet airplane departed initially, the flight proceeded to the DeLand Airport and entered the traffic pattern; several traffic patterns associated with the airplane were noted. The report also indicates that just prior to the accident, the CADET airplane departed runway 05 and turned to the northwest.

Examination of the fractured propeller blade segment from the left propeller of the Piper Seminole and the engine of the Cadet airplane revealed matching of the impact signatures on the leading edge of the propeller blade segment and the engine crankcase near the No. 4 cylinder. Cylinder cooling fin impressions were noted on the leading edge of the blade. Additionally, an impact contour on the leading edge of the blade matched the impact contour of the camshaft (see photos 12 and 13). The propeller blade contact on the engine was oriented approximately 25 degrees from being perpendicular to the longitudinal axis of the engine/airframe.

Review of the Aeronautical Information Manual (AIM), Advisory Circular (AC) 90-42F, titled "Traffic Advisory Practices At Airports Without Operating Control Towers" dated May 21, 1990, (AC) 90-48C, titled "Pilot's Role in Collision Avoidance" dated March 18, 1983, and (AC) 90-66A, titled "Recommended Standard Traffic Patterns And Practices For Aeronautical Operations At Airports Without Operating Control Towers" dated August 26, 1993, revealed no specific guidance how and when to terminate practice instrument approaches to airports that do not have a control tower. Excerpts from the AIM and the AC's are attachments to this report.

## ADDITIONAL INFORMATION

Additional parties to the investigation are Grant M. Brophy and Donald B. Hunt, Embry-Riddle Aeronautical University, Daytona Beach, Florida; Paul Lehman, The New Piper Aircraft, Inc., Vero Beach, Florida; Edward G. Rogalski, Textron Lycoming, Bellevue, Florida; Al Tatum and Robert L. Jones S-Tec Corporation, Mineral Wells, Texas; and Phil Goettel, Honeywell, New Century, Kansas.

The wreckage of the Seminole airplane with the exception of the aircraft's radios and the distance measuring equipment (DME) transceiver was released to Kevin Twiss, claims representative of Phoenix Aviations Managers, Inc., on December 7, 1999. The wreckage of the Cadet airplane with the exception of the aircraft's radio was released to Faith A. Collins, President of Sample International Aviation, Inc., on December 7, 1999. The radios and DME transceiver from the Seminole airplane were released to Kevin Twiss on March 29, 2001. The radio from the Cadet airplane was released to Faith Collins on March 29, 2001.

## Pilot Information

<b>Certificate:</b>	Airline transport; Flight instructor	<b>Age:</b>	51, Male
<b>Airplane Rating(s):</b>	Single-engine land; Multi-engine land	<b>Seat Occupied:</b>	Right
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	
<b>Instrument Rating(s):</b>	Airplane	<b>Second Pilot Present:</b>	Yes
<b>Instructor Rating(s):</b>	Airplane multi-engine; Airplane single-engine; Instrument airplane	<b>Toxicology Performed:</b>	Yes
<b>Medical Certification:</b>	Class 1 Valid Medical-w/ waivers/lim	<b>Last FAA Medical Exam:</b>	June 21, 1999
<b>Occupational Pilot:</b>	Yes	<b>Last Flight Review or Equivalent:</b>	
<b>Flight Time:</b>	7357 hours (Total, all aircraft), 6399 hours (Pilot In Command, all aircraft)		

## Aircraft and Owner/Operator Information

<b>Aircraft Make:</b>	Piper	<b>Registration:</b>	N3038N
<b>Model/Series:</b>	PA-44-180 PA-44-180	<b>Aircraft Category:</b>	Airplane
<b>Year of Manufacture:</b>		<b>Amateur Built:</b>	
<b>Airworthiness Certificate:</b>	Normal	<b>Serial Number:</b>	44-7995229
<b>Landing Gear Type:</b>	Retractable - Tricycle	<b>Seats:</b>	4
<b>Date/Type of Last Inspection:</b>	November 23, 1999 100 hour	<b>Certified Max Gross Wt.:</b>	3800 lbs
<b>Time Since Last Inspection:</b>	44 Hrs	<b>Engines:</b>	2 Reciprocating
<b>Airframe Total Time:</b>	13979 Hrs	<b>Engine Manufacturer:</b>	Lycoming
<b>ELT:</b>	Installed, activated, did not aid in locating accident	<b>Engine Model/Series:</b>	O-360-E1A6D
<b>Registered Owner:</b>	PHOENIX EAST AVIATION	<b>Rated Power:</b>	180 Horsepower
<b>Operator:</b>		<b>Operating Certificate(s) Held:</b>	On-demand air taxi (135)
<b>Operator Does Business As:</b>		<b>Operator Designator Code:</b>	

## Meteorological Information and Flight Plan

Conditions at Accident Site:	Visual (VMC)	Condition of Light:	Day
Observation Facility, Elevation:	DAB ,34 ft msl	Distance from Accident Site:	14 Nautical Miles
Observation Time:	09:53 Local	Direction from Accident Site:	56°
Lowest Cloud Condition:	Unknown	Visibility	10 miles
Lowest Ceiling:	Broken / 4800 ft AGL	Visibility (RVR):	
Wind Speed/Gusts:	/ None	Turbulence Type Forecast/Actual:	/
Wind Direction:	0°	Turbulence Severity Forecast/Actual:	/
Altimeter Setting:	30 inches Hg	Temperature/Dew Point:	18°C / 11°C
Precipitation and Obscuration:	No Obscuration; No Precipitation		
Departure Point:	DAYTONA BEACH (DAB )	Type of Flight Plan Filed:	IFR
Destination:		Type of Clearance:	None
Departure Time:	09:39 Local	Type of Airspace:	Class G

## Airport Information

Airport:	DELAND MUNICIPAL-SIDNEY H DED	Runway Surface Type:
Airport Elevation:	80 ft msl	Runway Surface Condition:
Runway Used:	0	IFR Approach: Practice;VOR/DME
Runway Length/Width:		VFR Approach/Landing:

## Wreckage and Impact Information

Crew Injuries:	2 Fatal	Aircraft Damage:	Destroyed
Passenger Injuries:		Aircraft Fire:	None
Ground Injuries:	N/A	Aircraft Explosion:	None
Total Injuries:	2 Fatal	Latitude, Longitude:	29.060323,-81.229309(est)

## Administrative Information

Investigator In Charge (IIC):	MONVILLE, TIMOTHY
Additional Participating Persons:	DALE NODORFT; ORLANDO , FL ALAN C NEMCIK; ORLANDO , FL GUILLAUME BAUDET; DAYTONA BEACH , FL RICHARD L HOWE; DAYTONA BEACH , FL
Original Publish Date:	May 16, 2001
Last Revision Date:	
Investigation Class:	<a href="#">Class</a>
Note:	
Investigation Docket:	<a href="https://data.ntsb.gov/Docket?ProjectID=47870">https://data.ntsb.gov/Docket?ProjectID=47870</a>

The National Transportation Safety Board (NTSB) is an independent federal agency charged by Congress with investigating every civil aviation accident in the United States and significant events in other modes of transportation—railroad, transit, highway, marine, pipeline, and commercial space. We determine the probable causes of the accidents and events we investigate, and issue safety recommendations aimed at preventing future occurrences. In addition, we conduct transportation safety research studies and offer information and other assistance to family members and survivors for each accident or event we investigate. We also serve as the appellate authority for enforcement actions involving aviation and mariner certificates issued by the Federal Aviation Administration (FAA) and US Coast Guard, and we adjudicate appeals of civil penalty actions taken by the FAA.

The NTSB does not assign fault or blame for an accident or incident; rather, as specified by NTSB regulation, “accident/incident investigations are fact-finding proceedings with no formal issues and no adverse parties ... and are not conducted for the purpose of determining the rights or liabilities of any person” (Title 49 *Code of Federal Regulations* section 831.4). Assignment of fault or legal liability is not relevant to the NTSB’s statutory mission to improve transportation safety by investigating accidents and incidents and issuing safety recommendations. In addition, statutory language prohibits the admission into evidence or use of any part of an NTSB report related to an accident in a civil action for damages resulting from a matter mentioned in the report (Title 49 *United States Code* section 1154(b)). A factual report that may be admissible under 49 *United States Code* section 1154(b) is available [here](#).



# Aviation Investigation Final Report

<b>Location:</b>	DELAND, Florida	<b>Accident Number:</b>	MIA00FA041
<b>Date &amp; Time:</b>	December 3, 1999, 10:23 Local	<b>Registration:</b>	N153ER
<b>Aircraft:</b>	Piper PA-28-161	<b>Aircraft Damage:</b>	Destroyed
<b>Defining Event:</b>	<b>Injuries:</b> 2 Fatal		
<b>Flight Conducted Under:</b>	Part 91: General aviation - Instructional		

## Analysis

After the Cadet airplane departed, the flight proceeded to the DeLand airport and remained in the traffic pattern for runway 05; individuals heard announcements while in the pattern. After the Seminole airplane departed, requests to perform instrument approaches to the DeLand airport were denied; the controller responded to the request, '...delands saturated right now unable any approaches at deland....' The flight was vectored then cleared for a VOR approach to a runway 16 at Daytona Beach then vectored and cleared for a VOR approach to runway 23 at the DeLand airport. While inside the final approach fix inbound, radar service of the Seminole flight was terminated. Two individuals heard a voice announce on the DeLand CTAF, 'VOR 23.' The witnesses did not hear the distance, intentions, airport ID, or aircraft ID. The Seminole flight continued on the VOR approach; the last radar target of the Seminole was approximately .6 nautical mile from the approach end of runway 23. Several individuals heard the Cadet flight announce on the DeLand CTAF that the flight was departing runway 05. One witness reported that the Cadet used almost the full length of the runway, became airborne, then banked to the left and disappeared behind trees. The airplanes collided in-flight near the departure end of runway 05; the wreckage of both airplanes came to rest within approximately 1/2 nautical mile from the departure end of runway 05. An impact signature from one of the propeller blades from the left engine of the Seminole was noted on top of the engine of the Cadet; the impact signature was within approximately 25 degrees from being perpendicular. Several individuals reported frequency congestion of the DeLand CTAF from other airports that utilize the same frequency. Prior to the accident, ERAU personnel had informally inquired about having the frequency changed due to that very reason; the frequency was not changed before the accident. Advisory circulars and the AIM does not address when to terminate a practice instrument approach to an uncontrolled airport.

## Probable Cause and Findings

The National Transportation Safety Board determines the probable cause(s) of this accident to be: The inadequate visual lookout by the pilot-in-command (PIC)/certified flight instructor (CFI) of both aircraft. Contributing factors in the accident were: 1) the frequency congestion of the CTAF 2) the poor in-flight planning decision by the PIC/CFI of the Seminole for his continuing a practice instrument approach to within approximately .6 nautical mile from the approach end of the runway with opposing airplanes departing on the upwind leg, and 3) the absence of guidance in the Aeronautical Information Manual and Advisory Circulars as to how or when to terminate a practice instrument approach to an airport that does not have an operating control tower.

### Findings

Occurrence #1: MIDAIR COLLISION

Phase of Operation: TAKEOFF - INITIAL CLIMB

#### Findings

1. (F) AIRPORT FACILITIES,UNICOM - CONGESTED
2. (C) VISUAL LOOKOUT - INADEQUATE - PILOT IN COMMAND(CFI)
3. (C) VISUAL LOOKOUT - INADEQUATE - PILOT OF OTHER AIRCRAFT
4. (F) IN-FLIGHT PLANNING/DECISION - POOR - PILOT OF OTHER AIRCRAFT
5. (F) INFORMATION UNAVAILABLE - FAA(OTHER/ORGANIZATION)

## Factual Information

Same as narrative MIA00FA041A.

## Pilot Information

<b>Certificate:</b>	Commercial; Flight instructor	<b>Age:</b>	22, Male
<b>Airplane Rating(s):</b>	Single-engine land; Single-engine sea; Multi-engine land	<b>Seat Occupied:</b>	Right
<b>Other Aircraft Rating(s):</b>	None	<b>Restraint Used:</b>	
<b>Instrument Rating(s):</b>	Airplane	<b>Second Pilot Present:</b>	Yes
<b>Instructor Rating(s):</b>	Airplane multi-engine; Airplane single-engine; Instrument airplane	<b>Toxicology Performed:</b>	Yes
<b>Medical Certification:</b>	Class 1 Valid Medical--no waivers/lim.	<b>Last FAA Medical Exam:</b>	July 22, 1999
<b>Occupational Pilot:</b>	Yes	<b>Last Flight Review or Equivalent:</b>	
<b>Flight Time:</b>	827 hours (Total, all aircraft), 781 hours (Pilot In Command, all aircraft)		

## Aircraft and Owner/Operator Information

<b>Aircraft Make:</b>	Piper	<b>Registration:</b>	N153ER
<b>Model/Series:</b>	PA-28-161 PA-28-161	<b>Aircraft Category:</b>	Airplane
<b>Year of Manufacture:</b>	<b>Amateur Built:</b>		
<b>Airworthiness Certificate:</b>	Normal	<b>Serial Number:</b>	2841178
<b>Landing Gear Type:</b>	Tricycle	<b>Seats:</b>	4
<b>Date/Type of Last Inspection:</b>	September 17, 1999 Continuous airworthiness	<b>Certified Max Gross Wt.:</b>	2325 lbs
<b>Time Since Last Inspection:</b>	61 Hrs	<b>Engines:</b>	1 Reciprocating
<b>Airframe Total Time:</b>	10411 Hrs	<b>Engine Manufacturer:</b>	Lycoming
<b>ELT:</b>	Installed, activated, did not aid in locating accident	<b>Engine Model/Series:</b>	O-320-D3G
<b>Registered Owner:</b>	EMBRY-RIDDLE AERONAUTICAL UNIV	<b>Rated Power:</b>	160 Horsepower
<b>Operator:</b>	<b>Operating Certificate(s) Held:</b>		
<b>Operator Does Business As:</b>	<b>Operator Designator Code:</b>		

## Meteorological Information and Flight Plan

<b>Conditions at Accident Site:</b>	Visual (VMC)	<b>Condition of Light:</b>	Day
<b>Observation Facility, Elevation:</b>	DAB ,34 ft msl	<b>Distance from Accident Site:</b>	14 Nautical Miles
<b>Observation Time:</b>	09:53 Local	<b>Direction from Accident Site:</b>	56°
<b>Lowest Cloud Condition:</b>	Unknown	<b>Visibility</b>	10 miles
<b>Lowest Ceiling:</b>	Broken / 4800 ft AGL	<b>Visibility (RVR):</b>	
<b>Wind Speed/Gusts:</b>	/ None	<b>Turbulence Type Forecast/Actual:</b>	/
<b>Wind Direction:</b>	0°	<b>Turbulence Severity Forecast/Actual:</b>	/
<b>Altimeter Setting:</b>	30 inches Hg	<b>Temperature/Dew Point:</b>	18°C / 11°C
<b>Precipitation and Obscuration:</b>	No Obscuration; No Precipitation		
<b>Departure Point:</b>	DAYTONA BEACH (DAB )	<b>Type of Flight Plan Filed:</b>	None
<b>Destination:</b>	<b>Type of Clearance:</b>		
<b>Departure Time:</b>	09:21 Local	<b>Type of Airspace:</b>	Class G

## Airport Information

<b>Airport:</b>	DELAND MUNICIPAL-SIDNEY H DED	<b>Runway Surface Type:</b>
<b>Airport Elevation:</b>	80 ft msl	<b>Runway Surface Condition:</b>
<b>Runway Used:</b>	0	<b>IFR Approach:</b> Practice;VOR/DME
<b>Runway Length/Width:</b>		<b>VFR Approach/Landing:</b>

## Wreckage and Impact Information

<b>Crew Injuries:</b>	2 Fatal	<b>Aircraft Damage:</b>	Destroyed
<b>Passenger Injuries:</b>		<b>Aircraft Fire:</b>	None
<b>Ground Injuries:</b>	N/A	<b>Aircraft Explosion:</b>	None
<b>Total Injuries:</b>	2 Fatal	<b>Latitude,</b> <b>Longitude:</b>	29.060323,-81.229309(est)

## Administrative Information

<b>Investigator In Charge (IIC):</b>	MONVILLE, TIMOTHY
<b>Additional Participating Persons:</b>	DALE NODORFT; ORLANDO , FL ALAN C NEMCIK; ORLANDO , FL GUILLAUME BAUDET; DAYTONA BEACH , FL RICHARD L HOWE; DAYTONA BEACH , FL
<b>Original Publish Date:</b>	May 16, 2001
<b>Last Revision Date:</b>	
<b>Investigation Class:</b>	<a href="#">Class</a>
<b>Note:</b>	
<b>Investigation Docket:</b>	<a href="https://data.ntsb.gov/Docket?ProjectID=47870">https://data.ntsb.gov/Docket?ProjectID=47870</a>

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May 19th, 2025

To whom it may concern,

On behalf of Alpine Aviation, based out of Oasis Airpark (1ID4) in Oasis, Idaho, and frequently operating out the Mountain Home Airport (U76), we would like to share our perspective regarding recent conversations about a possible frequency change at the Mountain Home Airport due to concerns over increased radio traffic. As a company specializing in a wide range of helicopter operations—including aerial agricultural work, predator control, habitat restoration, and professional flight instruction—we operate in and out of Mountain Home and surrounding airports on a daily basis. We are very familiar with the radio environment across southern Idaho and remain committed to maintaining the highest standards of operational safety and communication.

From our experience, the current level of radio traffic at Mountain Home does not yet justify a frequency change. We have noticed occasional overlap from nearby airports such as Gooding and Jerome, and regular overlap from Ontario, Oregon, but still, it has not presented a safety issue in our day-to-day operations. Our pilots and instructors, who fly daily and operate on the 122.8, have had zero complaints about the matter to this date. In fact, we believe that changing the frequency could unintentionally create more risk in the short term, as pilots unfamiliar with the update may continue to operate on the old frequency. This lag in adoption—especially among transient or seasonal operators—could result in miscommunication or even near-miss scenarios, which we have unfortunately witnessed in other parts of the state following similar changes. Before operating out of Mountain Home, Alpine Aviation operated out of the Caldwell Airport, (KEUL). We were affected by the extensive radio chatter that occurred when Caldwell and Nampa (KMAN) shared a frequency; the radio congestion was a major contributor to Alpine Aviation relocating to U76, because it did not have a high-level of congestion. Compared to what we experienced while Caldwell and Nampa shared a frequency (122.7), before they transitioned to two separate frequencies, the current communication overlap on the 122.8 frequency is not at the level required for change.

At Alpine Aviation, safety is the foundation of our operations. We believe that by continuing to follow the guidance outlined in FAA Advisory Circular 90-66B CHG 1, and by reinforcing proper radio communication practices among all operators, we can maintain a safe and effective environment at Mountain Home and local airports without disrupting the familiarity and consistency that pilots rely on. We are always open to further dialogue and collaboration to ensure Idaho's aviation community remains both safe and practical in its approach to evolving airspace needs.

Sincerely,

**Alpine Aviation LLC**

Kevin Sielaff, Owner & Chief Pilot

To Whom It May Concern,

I am writing to express my concern regarding any proposed changes to the Common Traffic Advisory Frequency (CTAF) 122.8 at Mountain Home Municipal Airport (U-76).

In my professional opinion, altering the current CTAF could significantly compromise situational awareness for both firefighting and civilian aviation operations, particularly during wildfire season. Mountain Home U-76 now operates as a retardant base capable of supporting multiple firefighting aircraft from various area bases. In high-tempo wildfire operations, pilots are already required to monitor several demanding fire-specific communication channels. The 122.8 frequency remains a critical point of coordination, helping to ensure safe operations by allowing both firefighting and general aviation pilots to communicate effectively in the area.

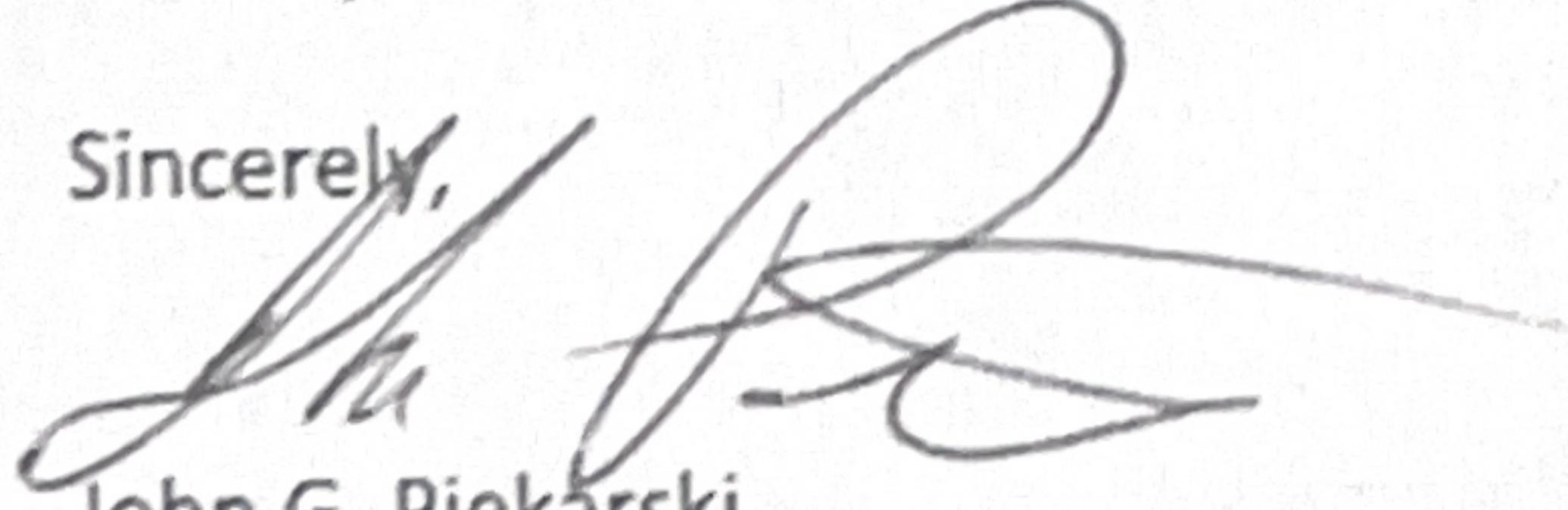
My perspective on this issue is informed by years of experience as a pilot in aerial firefighting. Before retiring, I served as the National Fixed-Wing Specialist for the U.S. Department of the Interior. In that role, I worked closely with the U.S. Forest Service, the Department of Agriculture, and state-level agencies to oversee the safe operation of both fixed- and rotary-wing aircraft. My responsibilities included developing and enforcing standards for communications and airspace management during wildfire incidents.

Given this background, I strongly urge that any decision to change the 122.8 frequency be deferred until a thorough evaluation of traffic volumes and operational impact at U-76 is completed. In the meantime, I believe it is far more beneficial to prioritize the installation of an Automated Weather Observing System (AWOS). Accurate, real-time weather data is vital to ensuring safety—particularly during low visibility conditions, which are common in fire-related aviation.

Maintaining 122.8 as the CTAF supports consistent and safe operations for all aircraft utilizing the airspace around Mountain Home. It is a proven tool for situational awareness, and its continued use is in the best interest of operational safety.

Thank you for considering this perspective.

Sincerely,



John G. Piekarski

Former National Fixed-Wing Specialist, U.S. Department of the Interior



Outlook

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**Fwd: (No subject)**

---

**From** Ian Morcott <  
**Date** Mon 8/25/2025 4:00 PM  
**To** Christopher Curtis <ccurtis@mountain-home.us>

FYI.

-ian

Begin forwarded message:

**From:** Steve Mulberry <  
**Subject: Re: (No subject)**  
**Date:** August 25, 2025 at 3:41:09 PM MDT  
**To:** Ian Morcott <  
**Cc:** AJ Lewis < , William James  
Hibbard < RICHARD BUXTON <,...>  
Tom Hoegg

Hello everyone,

I will not be able to attend this evening's meeting, however, I would like to mention my point of view on the frequency congestion issue at U76. The data submitted seems to indicate that a major contributor to the congestion on Unicom frequency 122.8 is the overriding weather info. I recommend that the weather info be changed to a dedicated AWOS frequency such as JER and GNG currently have in place. The priority should be to get the weather info off of Unicom 122.8, after a period of time if that is not sufficient, then as a second priority consider changing Unicom to a different frequency in the future.

Steve Mulberry

Sent from my iPad

On Aug 18, 2025, at 4:34 PM, Ian Morcott

FYI for the special meeting that will be held Monday, August 25, 2025

After reviewing Richard's email below, I am strongly of the opinion that the current weather information, being obtained on 122.8, is the main problem with radio traffic congestion. If we can get funding, as noted by Dale Thomas below, it should be moved to a dedicated AWOS frequency without compromising situational awareness. We should consider decommissioning the current weather system if congestion becomes a serious issue.

Thoughts?

Best Regards,  
-Ian

Begin forwarded message:

**From:** RICHARD BUXTON <  
**Subject:** Re: Airport Committee Meeting  
**Date:** July 23, 2025 at 4:28:09 PM MDT  
**To:** AJ Lewis < Ian Morcott

For your consideration:

I did talk to Andy Wood, airport manager at Ontario. He did not think they had any issues with radio congestion. Said the bigger issue was cooperation/empathy/understanding between BLM SEATs and helicopters, corporate jets, training, and GA sometimes in the pattern and mostly at fuel parking. In some cases that gave self-serve fuel prices for full service to prevent some larger aircraft having to move and cycle their turbines.

Also talked with Dale Thomas, airport manager at Gooding. He did not have any issues with air traffic congestion. Apparently, they got a different frequency at one point that was different from Jerome, but changed back because they had some safety issues and thought it was safer. He made a couple other points: he would like to see more usage of ADS-B and noted that radios are not required at uncontrolled airports and encouraged common sense on the radio. Dale also stated that their AWOS-3PT cost about \$300k, maintenance about \$8k, and grants were about 90% of the cost.

Here is my take on changing frequency comments, pros and cons:

Comments

--> We sit on a plateau with line of sight (LOS) to 5 other airports generally within range of aircraft receivers flying around Mountain Home. LOS from two aircraft at 1000 ft pattern altitude is 96 nm assuming flat terrain.  
--> City working towards a dedicated AWOS which would eliminate a significant amount of local radio traffic. Maybe consider waiting to see the effect of this and revisit periodically.

Pros

- + Less radio congestion for local traffic.
- + Less radio traffic reduces stress for student training.
- + Frequency change likely relatively easy to do through the FCC.
- + Adjacent airports with dissimilar frequencies not uncommon, even in the valley.
- + Valley will get more congested over time.

Cons

- Initial change may create conflict from local (Treasure Valley) pilots that may not be aware of the change.
- Potential loss of situational awareness of surrounding airports when changing to next frequency.
- Nampa is at 122.70 and Caldwell is at 123.00. Changing to those frequencies or 122.90 would not be better and maybe worse.
- Might have issues trying to change frequency and get a separate frequency for future AWOS.
- Radio congestion levels may be considered challenging locally, but likely much worse in other parts of the country and students need exposure to traffic so they are not surprised on solo cross-country trips or with newly acquired PPLs.

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**From:** RICHARD BUXTON <  
**Sent:** Tuesday, July 22, 2025 4:50 PM  
**To:** AJ Lewis <  
**Subject:** Re: Airport Committee Meeting

Hi AJ,  
Here is an image for your report. There are few more I did not include like Preston, Rexberg, Bear Lake and Blackfoot.  
Rich

<image.png>

---

**From:** AJ Lewis  
**Sent:** Monday, July 21, 2025 2:37 PM  
**To:** Alexa Vork <[vork@mountain-home.us](mailto:vork@mountain-home.us)>  
**Cc:** Steve Mulberry  
William James  
Paul Hibbard  
RICHARD BUXTON <[rjtbuxton1@msn.com](mailto:rjtbuxton1@msn.com)>; Amy Pearson  
<[apearson@mhpdp.net](mailto:apearson@mhpdp.net)>; Christopher Curtis <[ccurtis@mountain-home.us](mailto:ccurtis@mountain-home.us)>;  
Scott Harjo <[sharjo@mountain-home.us](mailto:sharjo@mountain-home.us)>; Amber  
Henninger <[ahenninger@mountain-home.us](mailto:ahenninger@mountain-home.us)>  
**Subject:** Re: Airport Committee Meeting

Hello everyone.

Please forgive me for sending this at the 11th hour but I've been super busy these past two months. Put the finishing touches in today. Attached is the CTAF frequency analysis I promised you for tonight's meeting. Please let me know if you have any questions. I'm sure we will discuss this tonight.

Alexa: Is there any way we can have a few of these printed for tonight's meeting?

I will see you all tonight.

AJ

On Fri, Jul 11, 2025 at 10:46 AM Alexa Vork <[vork@mountain-home.us](mailto:vork@mountain-home.us)> wrote:  
All,

Attached are the meeting minutes from the meeting that was held the 21<sup>st</sup> day of April and the agenda for the meeting that will be held on Monday, July 21<sup>st</sup>, 2025. Please let me know if you have any questions or concerns.

Thank you,

*<image001.jpg>*

**Alexa Vork**

Grants Administrator  
City Hall

City of Mountain Home  
P.O. Box 10  
160 South 3rd East  
Mountain Home, ID 83647

T(208) 587-2104

F(208) 587-2110

[www.mountain-home.us](http://www.mountain-home.us)



Outlook

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## Fwd: Mountain Home airport frequency change proposal perspectives.

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From Thomas Hoegg

To Thomas Hoegg

1 attachment (19 KB)

Outlook-2zbzetjv.jpg;

----- Forwarded message -----

From: **george**

Date: Wed, Apr 30, 2025 at 11:45 AM

Subject: Mountain Home airport frequency change proposal perspectives.

To:

To whom it may concern,

My name is George Parker and I operate Crop Jet Aviation out of Gooding, Idaho (KGNG). Our company has provided aerial application services to Idaho agricultural producers row crops, to state and federal government agencies for wildfire rehabilitation and critical endangered species habitat restoration on public lands with applications of seed and herbicide, as well as fertilization of timber for lumber and paper production in northern Idaho on over three million total acres in the last 20 years, the majority within Idaho. Operating five turboprop ag aircraft, Crop Jet currently holds full-time ag aircraft operational leases at Gooding (x2), Jerome (x2), Hazelton, Twin Falls, Buhl (x2), Glenns Ferry, Mountain Home, and a private airstrip near Hansen. We also periodically pay single-use fees at Weiser, Homedale, Murphy, Fairfield, Picabo, Carey, Jackpot, Wells, Elko, Ely, and Panaca.

My personal flight experience eclipses 22,000 accident-free hours over 36 years, since I was 16, flying jumpers all across the country, part 135 seaplane charter in Seattle and San Francisco, agricultural flying across the country for the last 28 years, as well as personal flying all through Idaho in my Cessna 180 and Bellanca Scout. The last 20 as a Part 137 Operating Certificate holder in southern Idaho.

I have been an active member of our National and state agricultural aviation associations, serving in all capacities of the state association, as well as being the Idaho board member to the National Agricultural Aviation Association, where I serve as the co-chair of the FAA Safety and Reg's Committee. As a board member of the state association, I was the main organizer and lobbyist in 2013 to pass House Bill 511, the MET tower marking law. I have also been a part of four other legislative efforts over the years involving agricultural aviation in Idaho. The Boise FSDO in the past has appointed me as a Part 137 FAASTeam representative to help educate pilots about Part 137 operations, as well as increase safety within ag aviation. I believe it is safe to say that aviation safety has been, and is, a main focus of my career.

It has been brought to my attention that there has been discussion recently regarding a possible need for frequency change at Mountain Home due to perceived increased radio chatter. My personal perspective on this is that the level of chatter between airports has not exceeded the safety decrease that a frequency change would incur, yet. Currently only Gooding, Jerome, Jackpot, and Ontario are the

only that may bleed over into Mountain Home traffic. I don't believe that any of those airports have enough activity, minus a few days a year, to warrant the change. The main problem being, that when a change is made from "the way it's always been", right or not, there is always a group that doesn't properly check charts or NOTAM's regarding such a change. So, for a period of a year or so afterward, I have witnessed more incursions when such things go on than safety added because you now have half the pilots doing what they should, and the other half just rolling into the pattern on the old frequency, with no one realizing the other guy isn't hearing them until there is a near-miss. Also, in the case of my aircraft personally, the leave Gooding every morning and ferry to Jerome or Mountain home to work for the day, they easily gain situational awareness regarding what's going on in the pattern at Mountain Home right after takeoff, because they are already on the frequency they need to be.

I believe if we simply follow the communications procedures outlined in FAA AC 90-66B CHG 1 for the time being, we are no less safe at Mountain Home than at any other airport.

This specific nomenclature states;

10.1.1 To achieve the greatest degree of safety, it is essential that:

1. All radio-equipped aircraft transmit/receive on a common frequency identified for the purpose of airport advisories, as identified in appropriate aeronautical publications.
2. Pilots use the correct airport name, as identified in appropriate aeronautical publications, when exchanging traffic information to reduce the risk of confusion. For example, using "Midwest National Traffic" instead of the town name "Mosby Traffic" or "Clay County Traffic" at KGPH when the airport name is printed "Midwest National" on aeronautical charts.
3. To help identify one airport from another, the correct airport name should be spoken at the beginning and end of each self-announce transmission.
4. Pilots clarify intentions if a communication sent by either their aircraft or another aircraft was potentially not received or misunderstood.
5. Pilots limit communications on CTAF frequencies to safety-essential information regarding arrivals, departures, traffic flow, takeoffs, and landings. The CTAF should not be used for personal conversations. The day will come when a stand-alone frequency is needed, as was the case with Caldwell and Nampa in recent years, but I personally don't feel that we aren't there yet with current 122.8 traffic flows in southern Idaho. I caution regulatory bodies to please assess the potential added hazard that a sudden frequency change will add to the pattern of Mountain Home where pilots caught by surprise and not on the correct frequency will actually add danger, not safety, and balance that with the perceived "need" for the change, before such a move is executed.

Please don't hesitate to contact me if you have any questions on my perspective regarding this matter, thank you.

Sincerely,  
George J. Parker III



Phone:  
Email:  
[www.cropjet.com](http://www.cropjet.com)



Outlook

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## Re: Airport Committee Meeting

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From Paul Hibbard <

>

Date Mon 8/25/2025 2:38 PM

To Christopher Curtis <ccurtis@mountain-home.us>

Cc

Alexa Vork <avork@mountain-home.us>;

William James

; Amy Pearson

<apearson@mhpdp.net>;

>; Scott Harjo <sharjo@mountain-home.us>; Amber Henninger

<ahenninger@mountain-home.us>

Mr. Curtis (and members of the AAC),

Unfortunately, I will not be present at the meeting tonight, but I wanted to offer my opinion regarding the frequency congestion issue as well as arguments made for and against a change to the U76 UNICOM frequency.

As the operator with the largest number of flights and takeoff/landing operations at U76, I find the current state of affairs manageable. Radio congestion at times creates distraction, confusion and, on occasion, undesired outcomes, all within the boundaries of safe aircraft operation.

That said, my belief is that the intensity of flight operations using the current frequency will continue to increase as time passes. Arguments suggesting a delay in making a change due to late-adopters or demanding more analysis, do not lower the risks associated with an eventual and inevitable frequency change in the future. In fact the risk factors increase as time passes as more users would need to be informed. Resistance to change will only increase with time as more and more users become comfortable with the status quo. Lastly, the absence of an accident attributable in part or whole to radio congestion is a foolish argument against a change that, at face value, enhances safety. Need we wait until the NTSB recommends we have our own frequency before making the change?

Therefore it is my recommendation to make the frequency change, and to time its implementation to minimize the impact on firefighting and agricultural operations (at the lowest point of their operations- probably during the winter) and accompany the change with an aggressive social media campaign to minimize the likelihood of a late adopter. Despite their resistance, the professional aviation organizations will be the first to adopt the change.

Alternatively, we could do nothing until directed to act, which I believe is the natural tendency.

Warm regards,

Paul Hibbard

## Airport

**From** Mayor <mayor@mountain-home.us>  
**Date** Thu 10/23/2025 8:49 AM  
**To** Christopher Curtis <ccurtis@mountain-home.us>; City Council <council@mountain-home.us>; Tiffany Belt <tbelt@mountain-home.us>; Paul Fitzer <>; Geoff Schroeder <>; Thomas Hoegg <om>

Council,

Please do not reply to this email, as it is for informational purposes only. If you have any questions, feel free to reach out individually to Ian, Toby, Tom, or Chris for further clarification.

The message below is from Ian Morcott, Chairman of the Airport Committee.

**From:** Ian Morcott <  
**Sent:** Wednesday, October 22, 2025 5:12 PM  
**To:** Christopher Curtis <[ccurtis@mountain-home.us](mailto:ccurtis@mountain-home.us)>  
**Cc:** \_\_\_\_\_  
**Subject:** Frequency change issue

Hi Chris,

it appears that the only real bone of contention is that when the airport is occasionally busy, the use of the weather monitor on the airport frequency is causing some radio traffic interference.

To that end, the best option will be to having an Automated Weather Station installed on it's own frequency that would provide 24x7 weather that the FAA trusts and calibrates on a regular basis. This is not a quick fix, nor a low-cost fix. However, it would be a real improvement for airport operations.

However, for non-calibrated weather stations, there are many options to be used that provide weather via the internet. For instance, I have installed a Tempest system on at my home on Knight Court. It can be found at: [https://urldefense.proofpoint.com/v2/url?u=https-3A\\_tempestewx.com\\_map\\_196536\\_43.1553\\_-2D115.6831\\_13&d=DwIFaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=5zDZ-TkPcJFP9pF2bkMJQnR2ME4IqQYcaHxBfOKnmLo&m=K3Ezwrg1G4T2K7BDvtwpXR\\_N-a2zNNC5NpSqjVkd67UpgLAc-nTjKVksJpckJAuz&s=fZUJAFzPJH3fMPVAXCoKLNXkIW1wX2DvM8lsVe7klbE&e=](https://urldefense.proofpoint.com/v2/url?u=https-3A_tempestewx.com_map_196536_43.1553_-2D115.6831_13&d=DwIFaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=5zDZ-TkPcJFP9pF2bkMJQnR2ME4IqQYcaHxBfOKnmLo&m=K3Ezwrg1G4T2K7BDvtwpXR_N-a2zNNC5NpSqjVkd67UpgLAc-nTjKVksJpckJAuz&s=fZUJAFzPJH3fMPVAXCoKLNXkIW1wX2DvM8lsVe7klbE&e=)

With today's smart phones, access to this information can be easily obtained while flying or on the ground. The unit that I installed cost me \$314.00. And with the internet already operational at the airport, connecting one at the airport would be very easy to do. The sensor unit is solar powered.

Changing the UNICOM frequency for the airport is not how I would solve the problem in the near future or the long term.

Food for thought.

Best Regards,  
-Ian Morcott

## ***Mayor Rich Sykes***

*160 S. 3<sup>rd</sup> East Mountain Home Idaho, 83647*

*Phone: 208-587-2104*

*Email: [Mayor@Mountain-Home.us](mailto:Mayor@Mountain-Home.us)*



**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF MOUNTAIN HOME**

**IN RE:** ) **DECISION AND**  
Albatross Greens ) **RECOMMENDATION**  
**PPLAT PZ-25-20** )  
**Applicant: Studio H** )  
**%Mark Russell** )

This matter came before the Planning and Zoning Commission of the City of Mountain Home, Idaho, on September 16, 2025 for a public hearing held pursuant to notice as required by law on a request for approval of a preliminary plat of certain real property that is within the corporate boundaries of the City of Mountain Home, Idaho. The notice of public hearing was given as required by law. Having heard from the Applicant in support of the application and no members of the public appearing to express concerns regarding the preliminary plat, the Commission, being fully advised in the matter, having adopted the staff report as part of its deliberation, issues findings and recommendations as follows:

**FINDINGS OF FACT**

1. The applicant has applied for the preliminary platting of the real property that is legally described in Exhibit A, which is attached hereto.

2. The owner of the real property for which preliminary platting is sought has requested in writing that the property be preliminary platted.

3. The proposed "Albatross Greens" (Exhibit B) consists of approximately 3.64 acres and would include the following:

- a. Twenty-nine (29) total lots
- b. Twenty-four (24) residential Townhome lots
- c. Four (4) Common lots
  - i. Fire Pit and BBQ Area
  - ii. Additional Parking spaces
  - iii. Open Green Space
- d. One (1) Restricted lot.
  - i. Lot 29 is in the Floodway

4. Notice of public hearing has been given as required by law.
  - a. A notification to Fifty-two (52) property owners and twenty-nine (29) Public Entities on 8/28/2025
  - b. Notice of public hearing was in the Mountain Home News on 08/27/2025 and 09/03/2025.
  - c. Notice of the public hearing was posted on the property 08/27/2025.
5. As required by Idaho and City Code, a public hearing was held regarding the request.
  - a. No members of the public appeared to provide testimony regarding the preliminary plat.
6. City Staff Confirmed that the proposed preliminary plat complies with City Code 9-16-10 Preliminary Plat requirements, and the proposed Albatross Greens C-3 Planned Unit Development (PZ-25-21) Exhibit C.
7. Further, City Staff and the Commission have considered the following per 9-16-10 of the Mountain Home City Code concerning preliminary plats:
  - a. The availability of public services to accommodate the proposed development.
    - i. There are available EDU's at this time. From January 2025 thru August 2025 There have been one-hundred seventy-three (173) EDU's utilized.
    - ii. Per Keller Associates the proposed water lines in the development appear to be sufficient to provide adequate pressures and meet the City's available fire flow goal for commercial area at the mainline where the proposed hydrant is located.
    - iii. Water will be accessed from East 8th North Street.
  - b. The continuity of the development with the capital improvement program.
    - i. Keller Associates has reviewed this development for conformance with the City's Capital Improvement Plan and commented that the proposed water lines in the development appear to be sufficient to provide adequate pressures and meet

the City's available fire flow goal for commercial areas at the mainline where the proposed hydrant is located.

- c. The public financial capability of supporting services for the proposed development.
  - i. The development will increase sewer flow to the existing 12-inch trunk line on S. 14<sup>th</sup> E. in between E. 4<sup>th</sup> N. and E. 4<sup>th</sup> S. the trunk line is nearing capacity in particular the segment at American Legion . The model indicates the trunk line can accommodate the flow from this development, but it is recommended the City begin planning for the future upsizing of this trunk line.
    - 1. In 2016 an 18' line was placed under American Legion in preparation for this upgrad. In 2026 public works is planning to make the connection.
- d. The other health, safety, or environmental problems that may be brought to the Commissions attention.
  - i. This development is within the Special Flood Hazard Area FEMA;s effective FIRM Mapping from March 15, 1994.
    - 1. It is within the AO and AE Flood Zone
    - 2. Approximately Lot 9, approximately 76,146 SF is in the Floodway. Development on this lot is restricted.
    - 3. The Applicant has provided an H and H Study, confirming that the proposed fill will not impact the 100-year flood elevations, floodway elevation and floodway width at unplublished cross-sections in the vicinity of the proposed development.
    - 4. This development is subject to all Federal State, and Local regulations governing flood plain and flood plain development.

Based on the foregoing FINDINGS OF FACT, the City of Mountain Home Planning and Zoning Commission hereby makes the following:

## **CONCLUSIONS OF LAW**

1. The notice and hearing requirements of Idaho Code Section 67-6509(a) have been met.
2. The action taken herein does not violate Chapter 80 of Title 67 of the Idaho Code, the Idaho Regulatory Takings Act.
3. The applicant has met the requirements of Mountain Home City Code 9-6-10 Public Hearing Requirements and 9-16-10 Preliminary Plat.
4. The requested preliminary plat is consistent with the City's Comprehensive Plan.
5. The Planning & Zoning Commission voted 5-0 in favor of recommending approval of the request.

Based on the forgoing CONCLUSIONS OF LAW, the City of Mountain Home Planning and Zoning Commission hereby enters the following:

## **DECISION AND RECOMMENDATION**

The Planning and Zoning Commission hereby recommends that the application (PZ-25-20) to approve the requested preliminary plat "Albatross Greens," legally described in Exhibit A, in the City of Mountain Home, Idaho, should be approved and granted by the City Council under 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 Final Plat and all future development will comply with the uses and bulk & coverage controls as provided in attached "Proposed Planned Unit Agreement" and "Master Plan".
3. Prior to a Final Plats being recorded the applicant shall receive all necessary approvals from the Central Health District regarding water and sewer infrastructure.
4. Per City Code 9-16-10(J), Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the Commission shall cause all approvals of said preliminary plat to be

null and void unless a one-year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the Commission. A preliminary plat may be extended one time only, after which it shall be.

5. All development regarding this application will be subject to Federal, State, and local regulations governing Flood Plain and Flood Plain Development.
6. The design for the seepage bed will require further review prior to approval for any work within the Floodway.
7. Future development shall be restricted in the floodway and noted on the final plat.
8. All development regarding this application will be subject to the City of Mountain Home's ability to provide municipal water and wastewater services.

DATED this 21<sup>st</sup> day of October 2025.

CITY OF MOUNTAIN HOME  
PLANNING AND ZONING  
COMMISSION

By   
Kristopher Wallert, Chairman

ATTEST:

  
Brenda Ellis  
City Planner

## Exhibit A: Legal Description

### PROPERTY DESCRIPTION FOR Albatross Greens

#### Tract I:

A tract of land commencing at the corner of the Northwest corner of U.S. Government Lot No. 2, Section 30,  
Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho; thence South 20 feet; thence East 744 feet along the South boundary line of East 8th North Street to a point, being the REAL POINT OF BEGINNING; thence running South 508 feet, more or less, to a point; thence running East 310.98 feet, more or less, to a point; thence running North 508 feet, more or less, to the South boundary line of East 8th North Street; running thence West along the South boundary line of East 8th North Street 310.98 feet to the REAL POINT OF BEGINNING.

#### Tract II:

A Tract of land commencing at the Northwest corner of U.S. Government Lot 2, Section 30, Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho.

Thence South 20 feet; Thence East 744 feet along the South boundary line of East 8th North St to a point; Thence S0°00'00"E, 508 feet more or less to a point being the Southwest corner of the tract of land described under Warranty Deed Instrument No. 366797 as recorded in Elmore County, Idaho, also being the REAL POINT OF BEGINNING: Thence continuing S0°00'00"E, 1.52 feet to a point; Thence N89°54'15"E, 310.98 feet to a point; Thence N0°00'00"W, 1.00 feet to a point; Thence S90°00'00"W, 310.98 feet along the South boundary line of said tract to the REAL POINT OF BEGINNING.  
SUBJECT TO all existing easements and right-of-ways of record or implied.

**Exhibit B: Proposed Preliminary Plat  
Attachment on following Pages**

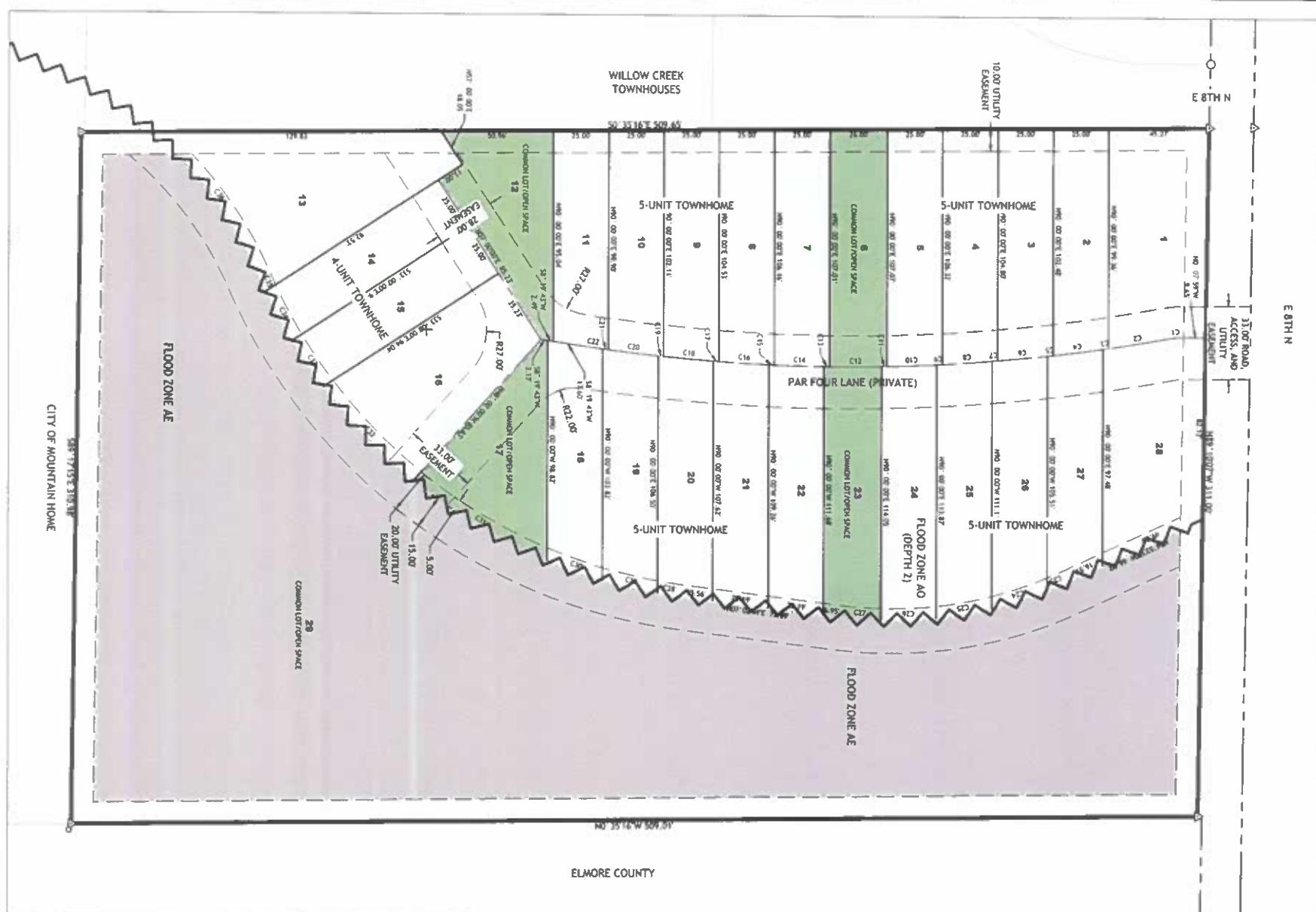
**Exhibit C: Proposed Planned Unit Development Agreement**  
**Attachment on following Pages**





# EXHIBIT B

**Albatross Greens Subdivision Preliminary Plat**  
 A parcel of land lying in Government Lots 1 and 2 of Section 30, Township 3 South,  
 Range 7 East, Boise Meridian, City of Mountain Home, Elmore County, Idaho.  
 Parcel Number RPA3507E305635  
 630 N 8th E, Mountain Home, ID 83647



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**ALBATROSS GREENS SUBDIVISION  
Planned Unit Development Agreement**

THIS AGREEMENT is made effective this 10<sup>th</sup> day of September, 2025, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation organized pursuant to the laws of the State of Idaho, of P. O. Box 10, Mountain Home, Idaho 83647, hereinafter referred to as the "City," and Mark Russell, hereinafter referred to as the "Owner."

WHEREAS, the owner owns and desires to develop certain real property located in the City of Mountain Home, Idaho, Elmore County Tax Assessor Parcel Numbers RPA3S07E303635 and RPA3S07E303660, the "Property," which is legally described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, this Development Agreement intends to ensure the Property is developed in a manner consistent with Mountain Home's City Code; and

WHEREAS, the Owner has agreed to the development standards set forth herein upon the use and development of the Property with the requirements outlined in this Development Agreement; and

WHEREAS, the Albatross Greens C-3 Planned Unit Development (Exhibit B) is proposed to be an attractive residential community providing the following:

- (29) individual lots which will consist of the following:
  - 24 townhomes will be built on the following lots: (1-5), (7-11), (13-16), (18-22), and (24-28). Each lot will be approximately 25' wide and 70'-100' deep and will be deeded to the owner of the townhome. The townhomes will be two stories, have individual footprints of approximately 1,375 square feet, and include a two-car garage. They will be built in clusters of 4-5 attached units in a modern and appealing design (Exhibit C).
  - 4 common lots (6, 12, 17 & 23) will be owned by the HOA. They will be designated for Community Space including a fire pit, a grill, and open green space, additional parking, and water collection areas.
  - 1 lot (29), being situated within the designated floodway, shall remain under the ownership and control of the Owner. No development for said lot is considered at this time, save and except for those limited improvements necessary to accommodate stormwater management for the subdivision as reflected on the preliminary plat. The existing natural landscaping of said lot shall be retained.
  - Townhome lots will be 2340+ square feet. A two-way, 26' wide road will serve the Property with a 15 mile per hour speed limit that will be strictly enforced. The road will be private and constructed within the proposed 33' road, access, and utility easement on the Property. The road, sidewalks, Community Spaces, parking spaces, and water collection areas will be maintained by the HOA as spelled out in the HOA rules.
- Common areas and green space will remain under ownership of the HOA. (By-laws and CC&R's to be developed by Ethridge Development, LLC. (Owner) and reviewed and approved by City of Mountain Home prior to issuance of the first Certificate of Occupancy.)

- Water Conservation Landscaping improvements throughout the site and perimeter utilizing drought resistant native grasses, flowers, and trees maintained by the HOA.
- Pedestrian connectivity to public rights-of-way and resident amenities maintained by the HOA.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. *Construct to City Standards*: The Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any applicable public agency providing service to the development, adhering to all City policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, flood works, stormwater management and roads, unless otherwise exempted in the proposed Planned Unit Development or this Agreement. Such policies include extending the utility lines in a manner acceptable to the City to make service available to adjoining lands and to maintain continuity of municipal systems at minimal public cost.
2. *Applicable Standards*: The Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet according to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.
  - A. The Owner acknowledges the Property is in the floodplain and agrees to follow all application, certification, and determination requirements set forth in Title 5, Chapter 5 of the Mountain Home municipal code where applicable and as may be additionally required by Planning and Zoning. This may include and is not limited to specialized information on the building plans, proposed elevation of the site, floodproofing measures, special certifications and permits, and any other information deemed necessary for the review of public safety and floodplain management required by the floodplain administrator. Potential buyers will be notified the property is in an area of special flood hazard.
3. *Covenant to Run with the Land*: The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.
4. *Severability*: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
5. *Merger and Amendment*: All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that this Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
6. *Allowed Land Use Permitted by Right*:
  - A. *Residential Area*:
    - i. Single-Family Townhomes\*

- Gross Density = 6.59 Dwellings per Acre
- Net Density = 14.91 Dwellings per Acre
- c. Twenty-four (24) total Single-Family dwellings.
- d. 20.8% of Property devoted to building coverage
- e. Thirty (30) foot maximum building height.
- f. Parking:
  - Two-car garages will be included for each dwelling.
  - Nine (9) additional parking spaces will be provided

E. Landscape, Buffer and Screening

- i. Landscaping for the development to comply with 9-11-7-C and buffer yards where applicable are to comply with 9-11-8 of the Mountain Home municipal code, except along the front yard of the residential lots where compliance is not possible due to driveway paving. In such cases, the front property lines will be beautified with ornamental grass and/or shrubs.

F. Public Spaces, Open Spaces, & Amenities

- i. The Owner shall construct and provide the following, as shown on the Preliminary Plat:
  - a. Four (4) lots that combined are approximately 12,045 gross square feet will be designated for the private use and enjoyment of community residents. The lots shall, at minimum, consist of the following components:
    - Fire pit and BBQ area
    - Additional parking spaces
    - Open green space

9. Bulk & Coverage Standards; Setbacks: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 7 – Section 6: Zoning Districts, C-3 zone for the area designated as “Albatross Greens Subdivision,” or as amended, and all references to other sections therein except for the following:

A. Minimum Lot Size:

- i. Required: 5000 square feet
- ii. Proposed: 2344 square feet (smallest)

B. Minimum Street Frontage:

- i. Required: 20' linear lot street frontage minimum
- ii. Proposed: 25' linear lot street frontage minimum

C. Front yard setback:

- i. Required: 20' minimum
- ii. Proposed: 15' minimum

D. Street side yard setback:

- i. Required: 20' minimum
- ii. Proposed: 15' minimum

E. Side interior yard setback:

- i. Required: 5' minimum
- ii. Proposed: 0', zero lot line

F. Rear yard setback:

- i. Required: 8' with alley, 16' when no alley is present minimum
- ii. Proposed: 10' on west side, 7' on south and east side minimum

B. \*All allowed uses shall not have an on-street parking requirement.

7. Development Schedule: It is the intent of the Applicant/Owner to commence site development immediately after engineering approval, with the goal of completing all civil, earthwork, and horizontal infrastructure improvements as well as final plat recording no later than twelve months after planning and zoning approval. The preliminary plat approval shall become null and void if the applicant fails to either 1) obtain the City Engineer signature on a final plat within twelve months; or 2) obtain approval of a time extension of twelve months from Planning and Zoning. All public utilities and shared infrastructure (including but not limited to roadway and storm drainage) will be installed in a single phase. Vertical construction shall commence thereafter and continue at a pace driven by market absorption.

8. Subdivision Design Standards: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 16 – Section 13: Subdivision Design Standards for the area designated as “Albatross Greens Subdivision,” or as amended, and all references to other sections therein except for the following:

- A. Street Right of Way Widths:
  - i. Par Four Lane: This is a private 26'-wide, two-way road
  - ii. Sidewalk: 5'-wide pedestrian walkway along the east side of private road.
  - iii. 12.3% paving coverage on Property.
  - iv. Maintenance of the private road and sidewalk will be the responsibility of the HOA.
- B. Mailboxes
  - i. The development shall provide cluster mailboxes in the location as indicated on the preliminary plat and pre-approved by the local postmaster.
- C. Easements/Utility and Drainageway
  - i. A ten (10) foot wide permanent, unobstructed public utilities and property drainage easement is designated along the perimeter boundary of the PUD in addition to a five (5) foot wide permanent, unobstructed public utility easement running along the eastern property lines of lots 13-28 and a fifteen (15) foot wide permanent, unobstructed public utility easement along the western property line of lot 29. Proposed access easement to provide full access for all lot owners and public utility for city.
  - ii. Storm drainage shall be collected and routed to storm retention facilities that meet the City of Mountain Home's requirements. The storm retention facility types, sizes, and locations will be determined during final design. The design for the seepage bed will require further review prior to approval for any work within the Floodway. Any work in the Floodway that changes the existing ground elevation will require a CLOMR from FEMA prior to any permits being issued on the site, and it is understood that a plan for the proposed seepage bed will need to be submitted to FEMA so they can properly comment on it.
  - iii. Proposed storm inlet and water blowoff as shown on Preliminary Plat.
- D. Lots/Blocks:
  - i. Lots
    - a. Lighting: Individual on each dwelling and as appropriate and necessary in Common Areas to be determined during final design.
    - b. Density:

- G. Maximum building height:
  - i. Required: 30' maximum
  - ii. Proposed: 30' maximum
- 10. Residential Planned Unit Development Design Standards: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 19 –or as amended, and all references to other sections therein.
- 11. Fiber Infrastructure Requirements:
  - A. The developer shall allow installation of fiber at the time of construction by whoever the HOA sets up for internet and communication services. All such installations shall be subject to City inspection and require City approval before installation. The HOA will require all lots to utilize one Fiber Service company.
  - B. Developer and/or Property owner shall designate on the required final plat, development plans, and building site plan the locations where the fiber shall be installed. All installation of fiber duct and related infrastructure shall be installed according to the standards adopted by the City of Mountain Home and subject to inspection and approval by the City of Mountain Home.
  - C. The developer shall pay all associated fiber development fees at the time building permits are pulled pursuant to the applicable city ordinance. City fiber is required. Others may be allowed.
  - D. The developer is required to supply and install fiber optic conduit at their own expense, which will be turned over to the city and become city property in accordance with City Code Title 10-1-17-B. This installation must be indicated on the development plans. Other fiber providers may install conduit at their own expense as well.
- 12. Impact Fees: Development impact fees shall be calculated at the time of building permit application and imposed at time of building permit issuance according to applicable City of Mountain Home impact fee ordinance.
- 13. Traffic Impact Mitigation: The owner shall complete the improvements recommended by Mountain Home Highway District, if any, prior to any dwelling unit receiving certificate of occupancy.
- 14. Future Development Agreement(s): This Planned Unit Development Agreement does not prohibit the City of Mountain Home from requesting additional development agreements concerning new or different infrastructure and public improvements that are not addressed in this Agreement or the approved Concept Site Masterplan, provided that nothing therein shall be construed to be an additional post-approval requirement for plat recording.
- 15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

## SIGNATURE PAGES FOLLOW

**CITY OF MOUNTAIN HOME**

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

**ATTEST:**

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

STATE OF IDAHO )

) ss.

County of Elmore )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 and the persons who executed the foregoing instrument and acknowledged to me that they executed this Agreement on behalf of the City of Mountain Home in their official capacity.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Mountain Home, Idaho.  
Commission Expires: .

OWNER:

---

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
                  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Patrick Ginn, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as Owner of the Property.

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

---

Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT A

Tract I:

A tract of land commencing at the corner of the Northwest corner of U.S. Government Lot No. 2, Section 30,

Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho; thence South 20 feet; thence

East 744 feet along the South boundary line of East 8th North Street to a point, being the REAL POINT OF

BEGINNING; thence running

South 508 feet, more or less, to a point; thence running

East 310.98 feet, more or less, to a point; thence running

North 508 feet, more or less, to the South boundary line of East 8th North Street; running thence

West along the South boundary line of East 8th North Street 310.98 feet to the REAL POINT OF BEGINNING.

Tract II:

A Tract of land commencing at the Northwest corner of U.S. Government Lot 2, Section 30,

Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho.

Thence South 20 feet;

Thence East 744 feet along the South boundary line of East 8th North St to a point;

Thence S0°00'00"E, 508 feet more or less to a point being the Southwest corner of the tract of land described

under Warranty Deed Instrument No. 366797 as recorded in Elmore County, Idaho, also being the REAL POINT OF BEGINNING:

Thence continuing S0°00'00"E, 1.52 feet to a point;

Thence N89°54'15"E, 310.98 feet to a point;

Thence N0°00'00"W, 1.00 feet to a point;

Thence S90°00'00"W, 310.98 feet along the South boundary line of said tract to the REAL POINT OF BEGINNING.

SUBJECT TO all existing easements and right-of-ways of record or implied.

## Exhibit C

### EXHIBIT B

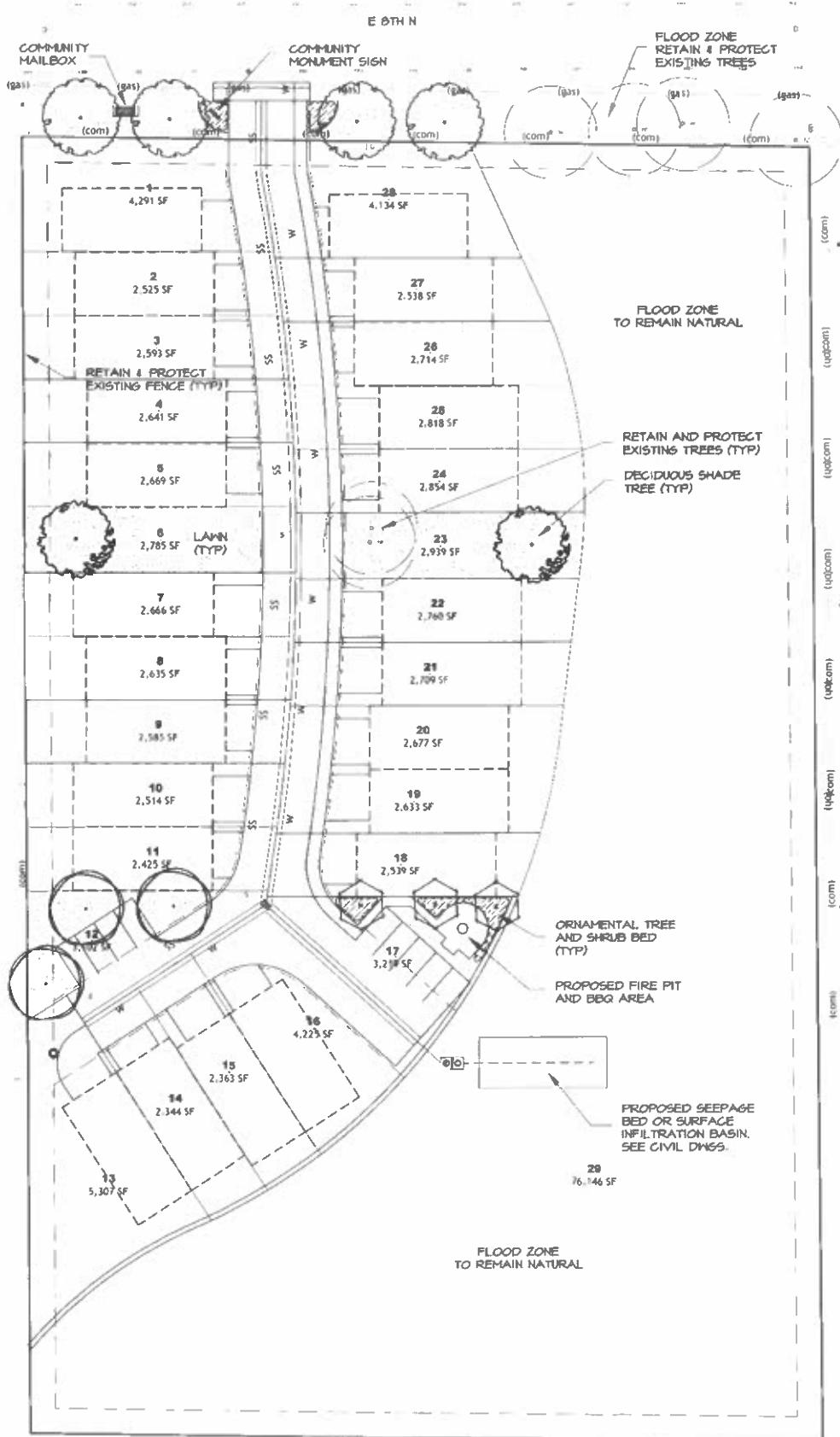




EXHIBIT C

Exhibit C

**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF MOUNTAIN HOME**

<b>IN RE:</b>	<b>)</b>	
	<b>)</b>	<b>DECISION AND</b>
<b>Albatross Greens</b>	<b>)</b>	<b>RECOMMENDATION</b>
<b>PUD PZ-25-21</b>	<b>)</b>	
<b>Applicant: Studio H</b>	<b>)</b>	
<b>%Mark Russell</b>	<b>)</b>	

This matter came before the Planning and Zoning Commission of the City of Mountain Home, Idaho, on September 16, 2025, for a public hearing held pursuant to notice as required by law on a request for approval of a rezone to C-3 Planned Unit Development, Albatross Greens, of certain real property identified as parcel ID RPA3S07E303635 and RPA3S07E303660, commonly known as 2155 East 8<sup>th</sup> North, that is within the corporate boundaries of the City of Mountain Home, Idaho. This application (PZ-25-21) ran contemporaneously with the preliminary plat for the Albatross Green Subdivision (PZ-25-20). The notice of public hearing was given as required by law. Having heard from the Applicant in support of the application and two (2) members of the public appearing to express concerns regarding the Planned Unit Development, the Commission, being fully advised in the matter, having adopted the staff report as part of its deliberation, issues findings and recommendations as follows:

**FINDINGS OF FACT**

1. The Applicant has applied for the rezone of real property that is legally described in Exhibit A that is attached hereto and by this reference made a part hereof with a requested rezoning to C-3 Planned Unit Development described as "Albatross Greens".
  - a. C-3 zoning does allow for residential development, specifically Townhomes as a permitted use as shown on 9-7-4 Land Use Chart.
2. Notice of public hearing has been given as required by law.
  - a. A notification was sent to Fifty-two (52) property owners within 300 ft., and twenty-nine (29) Public Entities on 08/28/2025.

- b. Notice of Public Hearing was in the Mountain Home News on 8/27/2025 and 09/03/2025.
  - c. Site was posted on the property on 8-27-2025.
- 3. The owner of the real property for which rezoning, is sought has requested in writing that the property be rezoned.
- 4. The proposed “Albatross Greens” shown on the site plan (Exhibit B) will be approximately three point six five (3.65) acres in size, consists of twenty-nine (29) lots, providing twenty-four (24) townhome lots, four (4) common lots, and one (1) lot that will be retained by the owner. The common lots will include the following:
  - a. Fire Pit
  - b. BBQ Area
  - c. Additional Parking
  - d. Open Space
  - e. Common lots and amenities will be owned and maintained by the Albatross Greens Homeowners Association.
- 5. Per City of Mountain Home City Code 9-6-3, the commission and City Council shall review the particular facts and circumstances of each proposal in terms of the following standards and shall find adequate evidence answering the following questions about the proposed rezone, including:
  - a. Will the new zoning be harmonious with and in accordance with the comprehensive plan, and if not, has there been an application for a comprehensive plan amendment;
    - i. The zoning is harmonious with and in accordance with the comprehensive plan.
    - ii. Housing is a top five priority.
    - iii. A variety of housing provides for workforce and Airbase housing and is a priority for economic growth.
    - iv. Balancing housing needs and the ability to provide services. Tying approvals to availability of infrastructure, both existing and proposed.

- b. Is the area included in the zoning amendment intended to be rezoned in the future;
  - i. The current future land use map has this area designated as commercial.
- c. Has there been a change in the area or adjacent areas which may dictate that the area should be rezoned;
  - i. In 2022 Golf View Apartments a site consisting of 5.72 acres, was approved that is situated just to the East of this development on E. 8<sup>th</sup> N., between the Sheriff Station and the Mountain Home Police Department, Golf View Apartments consists of one-hundred and fifty units (150) and is zoned C-3 PUD.
- d. Will the proposed uses be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area;
  - i. Adjacent to and west of this parcel is the Willow Creek Townhomes, and the Fairway Apartments. East of this site is the Elmore County Sheriff Department, Mountain Home Police Department and Pioneer Federal Credit Union. The Golf Course is to the north of this parcel, and vacant land to the south.
- e. Will the proposed uses not be hazardous or disturbing to existing or future neighboring uses;
  - i. Immediate uses in the area are residential, governmental.
- f. Will the area be served adequately by essential public facilities and services such as highways, streets, police, and fire protection, drainage structures, refuse disposal, water, and sewer, or that the person responsible for the establishment of the proposed zoning amendment shall be able to provide adequately any of such services;
  - i. This application has been reviewed by, building, fire, police, fiber, water, wastewater, streets, and Public Works.

1. Fire - The Fire Marshal has reviewed the submitted plans for the development and accept them with the following conditions, Streets shall be clearly posted as "No Parking". If these are to be individually owned lots, the Townhouses shall be built under the IRC and are required 2-hour firewall separations between units. A single interior fire hydrant shall be provided, and it shall be placed on either lot 6 or lot 23. Building eves shall not exceed 30' in height at any point.
2. Building - Flood Plain- This development is in the AO and AE Zones and a portion of the parcel is in the regulated floodway. All future development is restricted in the floodway. The floodway shall be left undisturbed; however, the applicant is desiring to design seepage beds in the floodway (lot 29). The design for the seepage beds will require further review prior to approval for any work within the floodway. Any Floodway that changes the existing ground elevation will require a CLOMR from FEMA prior to any permits being issued on the parcel. An H&H Study was completed. This development shall comply with all Federal, State, and local compliance regulations regarding development in the Special Flood Hazard Area.
3. Police had no comment.
4. City Fiber - Developer will install City Fiber Conduit per City Code 10-1-17, and the conduit will be owned by the City
5. Water - currently there are available Water EDU's. Per Keller Associates the proposed water lines in the development appear to be sufficient to provide adequate pressures and meet the City's available fire flow goal for

commercial area at the mainline where the proposed hydrant is located. Water will be accessed from East 8<sup>th</sup> North Street.

6. Wastewater - currently there are available wastewater EDU's. Per Keller Associates the proposed development will increase sewer flow to the existing 12-inch trunk line on South 14<sup>th</sup> East Street. The model indicates the existing trunk line can accommodate the additional flow from this development. However, the section of the trunk line between East 4<sup>th</sup> North and East 4<sup>th</sup> South is nearing its capacity. In particular the segment at American Legion Boulevard. It is recommended that the City conduct flow monitoring to confirm current conditions. Additionally planning for future upsizing of this trunk line to ensure adequate capacity as development continues upstream of the 12-inch line at South 14<sup>th</sup> Street Ease and American Legion Boulevard. In 2016 an 18" line was placed under American Legion in preparation for the required upgrade. Public Works is planning to make that connection in FY26. Sewer will be accessed from East 8<sup>th</sup> North Street.
7. Streets - This development will gain access to the site from of East 8<sup>th</sup> North Street. The development will be accessed by a two-way, 26' wide road. The road will be a private road and constructed within the proposed 33' easement.

g. 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;

- i. This development is subject to Water Rights Fees
- ii. This development is subject to Impact Fees in place at the time of Building Permit Issuance.

- h. Will the proposed uses not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
  - i. This is a residential development of twenty-six (26) units.
- i. Will the area have vehicular approaches to the property, which shall be designed as not to create an interference with traffic on surrounding public streets;
  - i. This development will gain access to the site from of East 8th North Street. The development will be accessed by a two-way, 26' wide road. The road will be a private road and constructed within the proposed 33' easement.
- j. Will not result in the destruction, loss, or damage of a natural or scenic feature of major importance; and
  - i. All development regarding this application will be subject to Federal, State, and Local Regulations governing the Flood Plain and Flood Plain Development. An H&H Study was conducted for this development.
- k. Is the proposed zoning amendment in the best interest of the city?
  - i. This development provides for much needed housing that will tie into existing infrastructure.

6. Per City of Mountain Home City Code 9-18, a Planned Unit Development (PUD) is designed to accommodate appropriate combinations of uses that may be planned, developed, and operated as integral land use units either by a single owner or a combination of owners. The purpose of a PUD is to accomplish some, or all of the following:

- a. Foster and promote a variety of appropriate land use combinations in a preplanned development pattern;
- b. Encourage developers to use a creative approach in land development.
- c. Retain and conserve natural land and topographic features;
- d. Promote greater use of streetscape and pedestrian oriented aesthetics;

- e. Promote the creation and efficient use of open spaces;
- f. Create flexibility and variety in the location of improvements on lots;
- g. Provide flexibility in development standards to facilitate creative land development concepts.

7. Two (2) members of the public appearing in person testified concerning:

- a. An increase of Traffic.
  - i. A traffic study was not required for this development.
- b. Adjacent owner access to repair their existing fence.
  - i. The development will install their own fencing in this development.

8. Mountain Home City Code 9-7-8 Bulk and Coverage C-3 zone zoning requirements. Minimum lot size in the C-3 zone for residential development is five thousand (5,000) square feet. Minimum street frontage is not applicable, the maximum lot coverage, no portion of the lot shall be undeveloped. Front yard setbacks are twenty feet (20'). Rear yard setbacks are eight feet (8') with alleys and sixteen feet (16') when no alley is present and Interior side yard setbacks are five (5) feet, Street side yard setbacks are twenty (20) feet, and there is a maximum building height of forty-five feet (45). The Planned Unit Development Agreement (Exhibit C) for Albatross Greens proposes:

- a. Minimum lots size: two-thousand three hundred and forty-four (2,344).
- b. Minimum street frontage requested: twenty-five (25) feet.
- c. Side yard setbacks: zero (0) feet.
- d. Street side yard setbacks: fifteen (15) feet.
- e. Front yard setback: fifteen (15) feet
- f. Rear yard setback: 10' on the west side of the development and 7' on the south and east side

9. The City of Mountain Home has consulted with Keller and Associates regarding general conformance with the City's Capital Improvement Plans and existing infrastructure. Per a letter received from Keller and Associates:

- a. Water

- i. the proposed water lines in the development appear to be sufficient to provide adequate pressures and meet the City's available fire flow goal for commercial area at the mainline where the proposed hydrant is located. Water will be accessed from East 8th North Street.
- b. Wastewater
  - i. the proposed development will increase sewer flow to the existing 12-inch trunk line on South 14th East Street. The model indicates the existing trunk line can accommodate the additional flow from this development. However, the section of the trunk line between East 4th North and East 4th South is nearing its capacity. In particular the segment at American Legion Boulevard. It is recommended that the City conduct flow monitoring to confirm current conditions. Additionally planning for future upsizing of this trunk line to ensure adequate capacity as development continues upstream of the 12-inch line at South 14th Street Ease and American Legion Boulevard.

In 2016 an 18" line was placed under American Legion in preparation for the required upgrade. Public Works is planning to make that connection in FY26. Sewer will be accessed from East 8th North Street.

10. The requested rezoning of C-3 "Albatross Greens" PUD was found by the Planning & Zoning Commission to be in accordance with the city's Planned Unit Development Ordinance (9-18) regarding the underlying zoning district.

- a. The proposed uses are not detrimental to any surrounding uses, nor shall they be detrimental to the public's health, safety, and general welfare.
- b. The requested variations from the underlying zoning district development requirements are warranted by the design and amenities incorporated in the conceptual development plan.
- c. The underlying zoning district and the conceptual development plan conform to the comprehensive plan.

- d. The existing and proposed streets, roadways, and utility services are suitable and adequate for the proposed development.

Based on the foregoing FINDINGS OF FACT, the City of Mountain Home Planning and Zoning Commission hereby makes the following:

### **CONCLUSIONS OF LAW**

1. The notice and hearing requirements of Idaho Code Section 67-6512 have been met.
2. The action taken herein does not violate Chapter 80 of Title 67 of the Idaho Code, the Idaho Regulatory Takings Act.
3. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Section 9-6-3, City Code Section 9-6-10, City Code 9-18, City Code 9-19, and the 2020 Comprehensive Plan, along with the Local Land Use Planning Act, Title 67, chapter 65.
4. The Planning & Zoning Commission voted 5-0 to recommend approval to rezone to C-3 PUD Albatross Greens with conditions.

Based on the forgoing CONCLUSIONS OF LAW, the City of Mountain Home Planning and Zoning Commission hereby enters the following:

### **DECISION AND RECOMMENDATION**

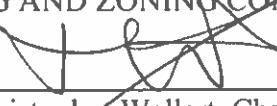
The Planning and Zoning Commission hereby recommends to the City Council that the application to rezone to C-3 PUD entitled "Albatross Greens" be approved by the City Council with the following conditions:

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. All future development will comply with the uses and bulk & coverage and landscaping controls as provided in the attached "Site Masterplan", Landscape Plan and Planned Unit Development agreement.
3. All development regarding this application will be subject to Federal, State, and local regulations governing Flood Plain and Flood Plain Development.

4. The design for the seepage bed will require further review prior to approval for any work within the Floodway.
5. Future development shall be restricted in the floodway and noted on the final plat.
6. Water Rights Fee shall be paid at final plat.
7. All development regarding this application will be subject to the City of Mountain Home's ability to provide municipal water and wastewater services.

DATED this 21<sup>st</sup> day of October 2025.

CITY OF MOUNTAIN HOME  
PLANNING AND ZONING COMMISSION

By 

~~Kristopher Wallert, Chairman~~

ATTEST:

Brenda Ellis  
City Planner

## Exhibit A: Legal Description

### PROPERTY DESCRIPTION FOR Albatross Greens

#### Tract I:

A tract of land commencing at the corner of the Northwest corner of U.S. Government Lot No. 2, Section 30, Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho; thence South 20 feet; thence  
East 744 feet along the South boundary line of East 8th North Street to a point, being the  
REAL POINT OF  
BEGINNING; thence running  
South 508 feet, more or less, to a point; thence running  
East 310.98 feet, more or less, to a point; thence running  
North 508 feet, more or less, to the South boundary line of East 8th North Street; running  
thence  
West along the South boundary line of East 8th North Street 310.98 feet to the REAL  
POINT OF BEGINNING.

#### Tract II:

A Tract of land commencing at the Northwest corner of U.S. Government Lot 2, Section 30, Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho.  
Thence South 20 feet;

Thence East 744 feet along the South boundary line of East 8th North St to a point;  
Thence S0°00'00"E, 508 feet more or less to a point being the Southwest corner of the  
tract of land described

under Warranty Deed Instrument No. 366797 as recorded in Elmore County, Idaho, also  
being the REAL POINT OF BEGINNING:

Thence continuing S0°00'00"E, 1.52 feet to a point;

Thence N89°54'15"E, 310.98 feet to a point;

Thence N0°00'00"W, 1.00 feet to a point;

Thence S90°00'00"W, 310.98 feet along the South boundary line of said tract to the  
REAL POINT OF BEGINNING.

SUBJECT TO all existing easements and right-of-ways of record or implied.

**Exhibit B: Site Plan**

**Exhibit on following page(s)**



**Exhibit C – Planned Unit Development Agreement**

**Exhibit on following page(s)**

**ALBATROSS GREENS SUBDIVISION**  
**Planned Unit Development Agreement**

THIS AGREEMENT is made effective this 10<sup>th</sup> day of September, 2025, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation organized pursuant to the laws of the State of Idaho, of P. O. Box 10, Mountain Home, Idaho 83647, hereinafter referred to as the "City," and Mark Russell, hereinafter referred to as the "Owner."

WHEREAS, the owner owns and desires to develop certain real property located in the City of Mountain Home, Idaho, Elmore County Tax Assessor Parcel Numbers RPA3S07E303635 and RPA3S07E303660, the "Property," which is legally described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, this Development Agreement intends to ensure the Property is developed in a manner consistent with Mountain Home's City Code; and

WHEREAS, the Owner has agreed to the development standards set forth herein upon the use and development of the Property with the requirements outlined in this Development Agreement; and

WHEREAS, the Albatross Greens C-3 Planned Unit Development (Exhibit B) is proposed to be an attractive residential community providing the following:

- (29) individual lots which will consist of the following:
  - 24 townhomes will be built on the following lots: (1-5), (7-11), (13-16), (18-22), and (24-28). Each lot will be approximately 25' wide and 70'-100' deep and will be deeded to the owner of the townhome. The townhomes will be two stories, have individual footprints of approximately 1,375 square feet, and include a two-car garage. They will be built in clusters of 4-5 attached units in a modern and appealing design (Exhibit C).
  - 4 common lots (6, 12, 17 & 23) will be owned by the HOA. They will be designated for Community Space including a fire pit, a grill, and open green space, additional parking, and water collection areas.
  - 1 lot (29), being situated within the designated floodway, shall remain under the ownership and control of the Owner. No development for said lot is considered at this time, save and except for those limited improvements necessary to accommodate stormwater management for the subdivision as reflected on the preliminary plat. The existing natural landscaping of said lot shall be retained.
  - Townhome lots will be 2340+ square feet. A two-way, 26' wide road will serve the Property with a 15 mile per hour speed limit that will be strictly enforced. The road will be private and constructed within the proposed 33' road, access, and utility easement on the Property. The road, sidewalks, Community Spaces, parking spaces, and water collection areas will be maintained by the HOA as spelled out in the HOA rules.
- Common areas and green space will remain under ownership of the HOA. (By-laws and CC&R's to be developed by Ethridge Development, LLC. (Owner) and reviewed and approved by City of Mountain Home prior to issuance of the first Certificate of Occupancy.)

- Water Conservation Landscaping improvements throughout the site and perimeter utilizing drought resistant native grasses, flowers, and trees maintained by the HOA.
- Pedestrian connectivity to public rights-of-way and resident amenities maintained by the HOA.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. *Construct to City Standards*: The Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any applicable public agency providing service to the development, adhering to all City policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, flood works, stormwater management and roads, unless otherwise exempted in the proposed Planned Unit Development or this Agreement. Such policies include extending the utility lines in a manner acceptable to the City to make service available to adjoining lands and to maintain continuity of municipal systems at minimal public cost.

2. *Applicable Standards*: The Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet according to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.

A. The Owner acknowledges the Property is in the floodplain and agrees to follow all application, certification, and determination requirements set forth in Title 5, Chapter 5 of the Mountain Home municipal code where applicable and as may be additionally required by Planning and Zoning. This may include and is not limited to specialized information on the building plans, proposed elevation of the site, floodproofing measures, special certifications and permits, and any other information deemed necessary for the review of public safety and floodplain management required by the floodplain administrator. Potential buyers will be notified the property is in an area of special flood hazard.

3. *Covenant to Run with the Land*: The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.

4. *Severability*: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

5. *Merger and Amendment*: All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that this Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

6. *Allowed Land Use Permitted by Right*:

A. *Residential Area*:

i. Single-Family Townhomes\*

B. \*All allowed uses shall not have an on-street parking requirement.

7. Development Schedule: It is the intent of the Applicant/Owner to commence site development immediately after engineering approval, with the goal of completing all civil, earthwork, and horizontal infrastructure improvements as well as final plat recording no later than twelve months after planning and zoning approval. The preliminary plat approval shall become null and void if the applicant fails to either 1) obtain the City Engineer signature on a final plat within twelve months; or 2) obtain approval of a time extension of twelve months from Planning and Zoning. All public utilities and shared infrastructure (including but not limited to roadway and storm drainage) will be installed in a single phase. Vertical construction shall commence thereafter and continue at a pace driven by market absorption.

8. Subdivision Design Standards: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 16 – Section 13: Subdivision Design Standards for the area designated as “Albatross Greens Subdivision,” or as amended, and all references to other sections therein except for the following:

- A. Street Right of Way Widths:
  - i. Par Four Lane: This is a private 26'-wide, two-way road
  - ii. Sidewalk: 5'-wide pedestrian walkway along the east side of private road.
  - iii. 12.3% paving coverage on Property.
  - iv. Maintenance of the private road and sidewalk will be the responsibility of the HOA.
- B. Mailboxes
  - i. The development shall provide cluster mailboxes in the location as indicated on the preliminary plat and pre-approved by the local postmaster.
- C. Easements/Utility and Drainageway
  - i. A ten (10) foot wide permanent, unobstructed public utilities and property drainage easement is designated along the perimeter boundary of the PUD in addition to a five (5) foot wide permanent, unobstructed public utility easement running along the eastern property lines of lots 13-28 and a fifteen (15) foot wide permanent, unobstructed public utility easement along the western property line of lot 29. Proposed access easement to provide full access for all lot owners and public utility for city.
  - ii. Storm drainage shall be collected and routed to storm retention facilities that meet the City of Mountain Home's requirements. The storm retention facility types, sizes, and locations will be determined during final design. The design for the seepage bed will require further review prior to approval for any work within the Floodway. Any work in the Floodway that changes the existing ground elevation will require a CLOMR from FEMA prior to any permits being issued on the site, and it is understood that a plan for the proposed seepage bed will need to be submitted to FEMA so they can properly comment on it.
  - iii. Proposed storm inlet and water blowoff as shown on Preliminary Plat.
- D. Lots/Blocks:
  - i. Lots
    - a. Lighting: Individual on each dwelling and as appropriate and necessary in Common Areas to be determined during final design.
    - b. Density:

- Gross Density = 6.59 Dwellings per Acre
- Net Density = 14.91 Dwellings per Acre
- c. Twenty-four (24) total Single-Family dwellings.
- d. 20.8% of Property devoted to building coverage
- e. Thirty (30) foot maximum building height.
- f. Parking:
  - Two-car garages will be included for each dwelling.
  - Nine (9) additional parking spaces will be provided

**E. Landscape, Buffer and Screening**

- i. Landscaping for the development to comply with 9-11-7-C and buffer yards where applicable are to comply with 9-11-8 of the Mountain Home municipal code, except along the front yard of the residential lots where compliance is not possible due to driveway paving. In such cases, the front property lines will be beautified with ornamental grass and/or shrubs.

**F. Public Spaces, Open Spaces, & Amenities**

- i. The Owner shall construct and provide the following, as shown on the Preliminary Plat:
  - a. Four (4) lots that combined are approximately 12,045 gross square feet will be designated for the private use and enjoyment of community residents. The lots shall, at minimum, consist of the following components:
    - Fire pit and BBQ area
    - Additional parking spaces
    - Open green space

**9. *Bulk & Coverage Standards; Setbacks:*** All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 7 – Section 6: Zoning Districts, C-3 zone for the area designated as “Albatross Greens Subdivision,” or as amended, and all references to other sections therein except for the following:

**A. Minimum Lot Size:**

- i. Required: 5000 square feet
- ii. Proposed: 2344 square feet (smallest)

**B. Minimum Street Frontage:**

- i. Required: 20' linear lot street frontage minimum
- ii. Proposed: 25' linear lot street frontage minimum

**C. Front yard setback:**

- i. Required: 20' minimum
- ii. Proposed: 15' minimum

**D. Street side yard setback:**

- i. Required: 20' minimum
- ii. Proposed: 15' minimum

**E. Side interior yard setback:**

- i. Required: 5' minimum
- ii. Proposed: 0', zero lot line

**F. Rear yard setback:**

- i. Required: 8' with alley, 16' when no alley is present minimum
- ii. Proposed: 10' on west side, 7' on south and east side minimum

G. Maximum building height:

- i. Required: 30' maximum
- ii. Proposed: 30' maximum

10. Residential Planned Unit Development Design Standards: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 19 – or as amended, and all references to other sections therein.

11. Fiber Infrastructure Requirements:

- A. The developer shall allow installation of fiber at the time of construction by whoever the HOA sets up for internet and communication services. All such installations shall be subject to City inspection and require City approval before installation. The HOA will require all lots to utilize one Fiber Service company.
- B. Developer and/or Property owner shall designate on the required final plat, development plans, and building site plan the locations where the fiber shall be installed. All installation of fiber duct and related infrastructure shall be installed according to the standards adopted by the City of Mountain Home and subject to inspection and approval by the City of Mountain Home.
- C. The developer shall pay all associated fiber development fees at the time building permits are pulled pursuant to the applicable city ordinance. City fiber is required. Others may be allowed.
- D. The developer is required to supply and install fiber optic conduit at their own expense, which will be turned over to the city and become city property in accordance with City Code Title 10-1-17-B. This installation must be indicated on the development plans. Other fiber providers may install conduit at their own expense as well.

12. Impact Fees: Development impact fees shall be calculated at the time of building permit application and imposed at time of building permit issuance according to applicable City of Mountain Home impact fee ordinance.

13. Traffic Impact Mitigation: The owner shall complete the improvements recommended by Mountain Home Highway District, if any, prior to any dwelling unit receiving certificate of occupancy.

14. Future Development Agreement(s): This Planned Unit Development Agreement does not prohibit the City of Mountain Home from requesting additional development agreements concerning new or different infrastructure and public improvements that are not addressed in this Agreement or the approved Concept Site Masterplan, provided that nothing therein shall be construed to be an additional post-approval requirement for plat recording.

15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

## **SIGNATURE PAGES FOLLOW**

**CITY OF MOUNTAIN HOME**

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

**ATTEST:**

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

STATE OF IDAHO )

) ss.

County of Elmore )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 and the persons who executed the foregoing instrument and acknowledged to me that they executed this Agreement on behalf of the City of Mountain Home in their official capacity.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Mountain Home, Idaho.  
Commission Expires: .

OWNER:

---

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Patrick Ginn, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as Owner of the Property.

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

---

Notary Public for \_\_\_\_\_

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Tract I:

A tract of land commencing at the corner of the Northwest corner of U.S. Government Lot No. 2, Section 30,

Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho; thence South 20 feet; thence

East 744 feet along the South boundary line of East 8th North Street to a point, being the REAL POINT OF

BEGINNING; thence running

South 508 feet, more or less, to a point; thence running

East 310.98 feet, more or less, to a point; thence running

North 508 feet, more or less, to the South boundary line of East 8th North Street; running thence West along the South boundary line of East 8th North Street 310.98 feet to the REAL POINT OF BEGINNING.

### Tract II:

A Tract of land commencing at the Northwest corner of U.S. Government Lot 2, Section 30,

Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho.

Thence South 20 feet;

Thence East 744 feet along the South boundary line of East 8th North St to a point;

Thence S0°00'00"E, 508 feet more or less to a point being the Southwest corner of the tract of land described

under Warranty Deed Instrument No. 366797 as recorded in Elmore County, Idaho, also being the REAL POINT OF BEGINNING:

Thence continuing S0°00'00"E, 1.52 feet to a point;

Thence N89°54'15"E, 310.98 feet to a point;

Thence N0°00'00"W, 1.00 feet to a point;

Thence S90°00'00"W, 310.98 feet along the South boundary line of said tract to the REAL POINT OF BEGINNING.

SUBJECT TO all existing easements and right-of-ways of record or implied.

## EXHIBIT B

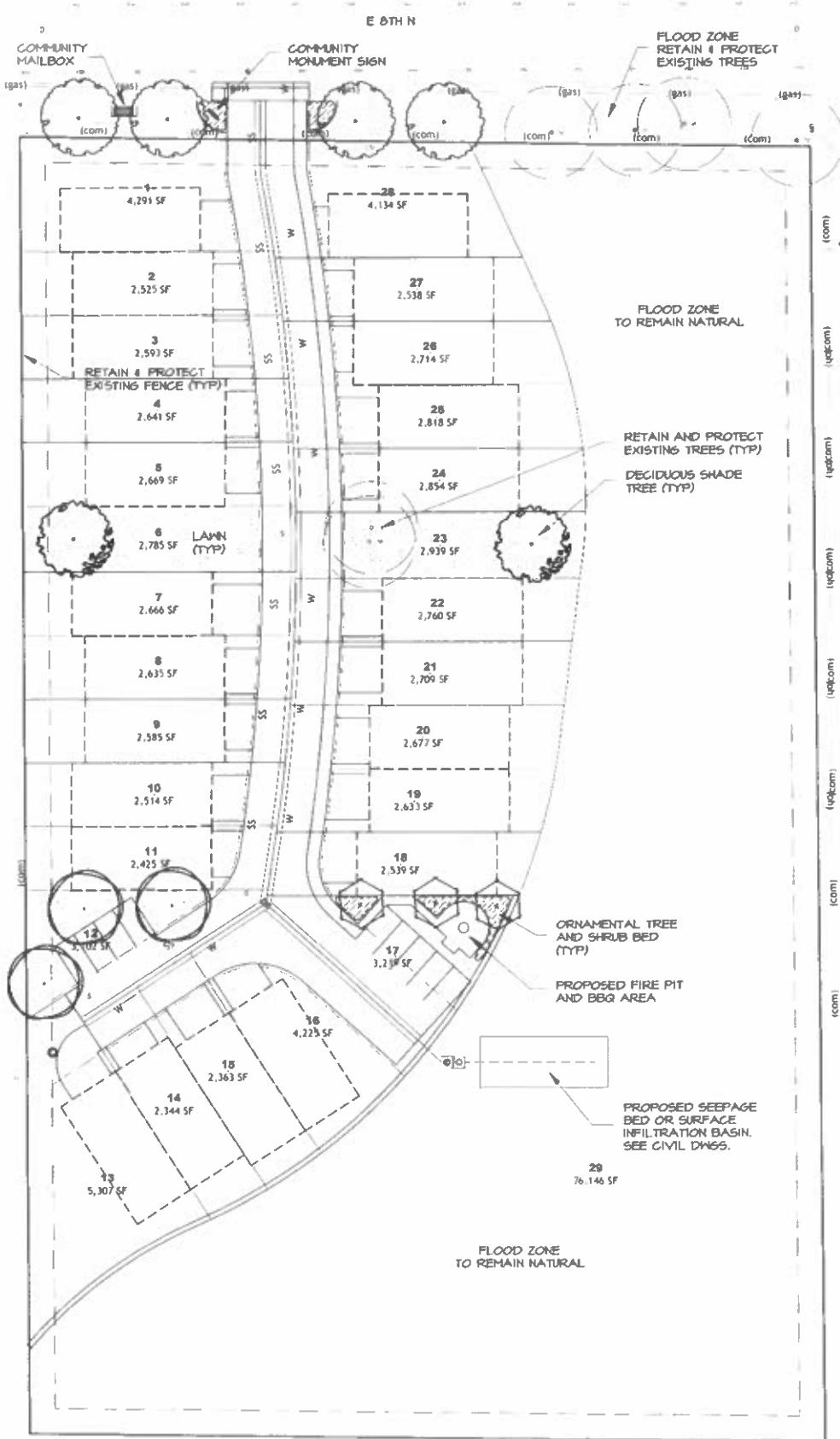


EXHIBIT C





October 14, 2025

RE: Authorization to Proceed with Purchase – Juniper Core Switch  
FY26 Budget Allocations

*City Council Meeting: October 28, 2025*

Mayor & City Council members,

This memorandum is to inform the City Council of the following approved purchase and to authorize the Information Technology Department to proceed with the acquisition of a Juniper Core Switch in the total amount of \$14,239.84.

Funding for this purchase shall be allocated from Account 01-415-99-00 (City Hall – Capital Equipment), approved and allocated in the FY26 fiscal budget.

Respectfully,

Tiffany Belt  
City Clerk

  
Rich Sykes, Mayor

## Updated Budgetary Core Switch Upgrade

**Customer**  
City of Mountain Home  
160 South 3rd East  
Mountain Home, ID 83647-3019  
  
Brandon Inesco  
binsco@mountain-home.us  
(208) 591-0858

**Ship to**  
City of Mountain Home  
160 South 3rd East  
Mountain Home, ID 83647-3019  
(208) 591-0858

**Bill To**  
City of Mountain Home  
160 South 3rd East  
Mountain Home, ID 83647-3019  
(208) 591-0858

**Prepared By**  
Abby Staley  
abby.staley@ednetics.com  
P (208) 906-8156  
F

Pricing on this quote is provided through a Purchasing Agreement Contract. To confirm intention of procuring through this agreement, the contract terms require that Juniper NASPO PADD20210683 be listed on the submitted Customer Purchase Order.

### Switch

Line	Part Number	Description	Price	Qty	Ext. Price
1	EX4650-48Y-AFO	EX4650 48x25G+8x100G 1U AC port side intake and PSU side exhaust	\$11,722.34	1	\$11,722.34
2	SUB-EX48-2S-5Y-46N	5 Year Wired Assurance and Virtual Network Assistant (VNA) Subscription for EX4600 Series Switches including Next Day Support; Juniper Care Next Day Support for EX4600 series all models Note: Service Duration - 60 Months	\$2,517.50	1	\$2,517.50
<b>Switch Subtotal</b>					<b>\$14,239.84</b>

### Quote Summary

Switch	\$14,239.84
<b>Subtotal</b>	<b>\$14,239.84</b>
<b>Total</b>	<b>\$14,239.84</b>

### Terms and Conditions Agreement

This agreement (Agreement) is by and between City of Mountain Home (Customer) and Ednetics Inc. (Ednetics) and documents the terms and conditions of Quote 91015 (Quote).

Unless superseded in writing by a Master Terms and Conditions Agreement the terms of this Agreement are binding and together with any associated written services scope of work, and any future change orders or additional quotes related to this project, constitute the entire contract between Ednetics and Customer. Customer agrees to waive all provisions contained in any form or in any written or verbal communication, including any forthcoming purchase orders that would negate, limit, extend, or otherwise modify or conflict with provisions within this Agreement unless and until agreed to in writing, as evidenced by an Ednetics officer's signature. Customer submission of a purchase order indicates your agreement to all terms and conditions included in this document.

## Pricing and Availability

Pricing in this Quote is subject to change as a result of increased material costs, (the term "material" as used herein shall include equipment), labor costs, or applicable taxes that occur prior to final execution of this Agreement. Pricing does NOT include applicable taxes, insurance, delivery, setup fees, cabling services or material unless specifically listed in the quote. Ednetics cannot guarantee delivery date as material supply is subject to availability.

Materials will be delivered directly to Customer. These materials are ordered and delivered as they become available. Upon shipping of materials, an invoice for those materials will be generated and Customer agrees to pay the invoice in accordance with the Invoicing Terms described below. Due to backorders, multiple suppliers, or other issues outside of Ednetics control, materials may ship at different times resulting in multiple invoices.

All materials will be F.O.B. shipping point with all risk of loss or damage transferring to the Customer when shipping from a supplier of Ednetics choosing.

## Disclaimer of Warranties

Ednetics does not warrant that the materials, or any products or results of the use thereof, will meet customer's or any other person's requirements, operate without interruption, or achieve any intended result. All third-party materials are provided without warranty by Ednetics and are limited to any warranties provided by the manufacturer of the same. Ednetics agrees to reasonably cooperate with Customer's efforts to process third-party warranty claims by providing supporting shipping documents, contact information, or other peripheral support.

## Invoicing Terms

Generally, invoice line items will match each line item included in this Quote regardless of Customer purchase order format. Due to billing products in quantities as they are shipped to Customer, only a portion of each quoted line item on the Quote may be included on an invoice with the remaining portion of the quoted line item reflected on a future invoice.

Customer will be responsible for reimbursing Ednetics for all sales, use, excise or other taxes. These items will be added to the invoice in the amount incurred by Ednetics unless the Quote associated with this Agreement specifically indicates these will be provided at no cost.

Payment for all invoices will be due within 30 days of the invoice date. However, Ednetics will have the continuing right to approve Customer's credit on an ongoing basis, and may, at times, require advance payment if Ednetics determines Customer has significant balances that remain unpaid after the due date or based upon other payment history.

Any invoice dispute must be submitted in writing to [receivables@ednetics.com](mailto:receivables@ednetics.com) prior to the due date of any disputed invoice. A service charge of the lesser of 1.0% of the outstanding balance or the highest amount permitted by law, will be charged each month on all past due invoices, including for any disputed amounts determined to have been valid. Any temporary waiver on the service charge shall not constitute a waiver of the future rights of Ednetics to impose the service charge for past due invoices.

## Returns

Based on written consent from an authorized Ednetics representative, returns of product purchased may be eligible in certain, limited circumstances if requested within 30 days from the date of shipment. If approved, product should be returned either un-opened or in all of its original packaging. Upon completion of any authorized return, a credit memo will be issued to Customer to be applied at Customer discretion. Any credit provided for returns will be reduced by manufacturer specific restocking fees, as applicable. Customer agrees to assume financial responsibility for all transportation costs associated to a return. Returns or refunds due to defective product are to be handled as warranty claims directly with the manufacturer.

## Submission

Please submit PO to: [orders@ednetics.com](mailto:orders@ednetics.com) or fax to: (208) 777-4708



P.O. Box 10 • Mountain Home, ID 83647  
[www.mountain-home.us](http://www.mountain-home.us)

October 24, 2025

RE: Railroad Park Project – Status Update and Request to Postpone

*City Council Meeting: October 14, 2025 (Item Tables)*

*City Council Meeting: October 28, 2025*

Mayor and City Council members,

During the October 14, 2025, City Council meeting, items regarding the Railroad Park Project were tabled until the October 28, 2025, meeting.

Since that time, staff have continued working with legal counsel to finalize a draft agreement for presentation to the project donor, with the hope of securing the donor contribution. Staff is also compiling the City-related expenses and identifying the corresponding budget lines that would fund each portion of the project.

During this process, the Mayor, staff, and URA Directors have worked diligently to secure funds from other agencies with the goal of completing the project in its entirety rather than through multiple phases. The intent of this partnership has always been to bring value and a sense of shared ownership throughout the community. We were very encouraged when one of the donors expressed strong interest in helping fund a large portion of the project, and we are now working through the agreement language to formalize that contribution.

For background, in July 2024, the City Council selected GUHO Corporation as the Construction Manager/General Contractor (CM/GC) for the Railroad Park Project. In January 2025, the City approved the Construction Management Agreement with GUHO, and in May 2025, the City Council approved a Construction and Development Reimbursement Agreement with the Urban Renewal Agency (URA) in the amount of \$2,800,000.00 to support the planned improvements.

Given the ongoing coordination and pending review of the agreement, staff believes that moving this item to a later meeting in November would allow for a more complete and beneficial discussion with the Council.

Respectfully,

A handwritten signature in blue ink that reads "Tiffany Belt".

Tiffany Belt  
City Clerk

T (208) 587-2104  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)



---

October 24, 2025

RE: Follow-up, 400 N 19<sup>th</sup> East St

*City Council Meeting: October 28, 2025*

Mayor and City Council Members:

This memo is to inform the Mayor and City Council members that the City staff and City attorney, in response to public comments from the resident at 400 N 19th East St., have engaged JJ Howard Survey Company to conduct a survey of the two parcels that currently make up N 19th East St. This survey will be the first step toward resolving the issue with traffic passing through this corridor into the adjacent RV park. Parcel number RPA 3S07E303850 is currently owned by the Mtn Home Highway District, and parcel number RPA3S07E303960 is owned by the City. City staff has also spoken with the resident and will continue to keep the resident informed as we work toward a resolution.

If you have any questions or require additional information regarding this matter, please let me know.

Sincerely,

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



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October 22, 2025

RE: Authorization to Proceed with Purchase – Network Update equipment

*City Council Meeting: October 28, 2025*

Mayor and City Council Members:

This memorandum informs the City Council that Public Works is upgrading networking equipment at the primary public works facility and has authorized the Information Technology department to acquire access points and switch upgrade equipment totaling \$6189.35.

Funding for this system upgrade will be equally distributed from accounts 25-434-99-10 and 26-435-99-10, which are the Water and Wastewater departments' equipment inventory lines.

If you have any questions or require additional information regarding this matter, please let me know.

Sincerely,

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

Approved

Rich Sykes  
Mayor

Attachment 1 – MGT Quote

## Updated Public Works Networking Replacement

**Customer**  
 City of Mountain Home  
 160 South 3rd East  
 Mountain Home, ID 83647-3019  
 Brandon Inscos  
 binsco@mountain-home.us  
 (208) 591-0858

**Ship to**  
 City of Mountain Home  
 160 South 3rd East  
 Mountain Home, ID 83647-3019  
 (208) 591-0858

**Bill To**  
 City of Mountain Home  
 160 South 3rd East  
 Mountain Home, ID 83647-3019  
 (208) 591-0858

**Prepared By**  
 Abby Staley  
 abby.staley@ednetics.com  
 P (208) 906-8156  
 F

Pricing on this quote is provided through a Purchasing Agreement Contract. To confirm intention of procuring through this agreement, the contract terms require that **Juniper NASPO PADD20210683** be listed on the submitted Customer Purchase Order.

### Access Points

Line	Part Number	Description	Price	Qty	Ext. Price
1	AP45-US	Premium Performance MultiGigabit WiFi 6E Access Point (4x4:4) with Adaptive Bluetooth Low Energy Array for Advanced Location based services, with built in Internal Antenna - US only; Universal Mounting Bracket is included;	\$987.80	2	\$1,975.60
2	SUB-2S-5Y	Subscriptions for 2 services (specify from SUB-MAN, SUB-ENG, SUB-AST, SUB-VNA, SUB-PMA) for one access point for 5 years: includes upgrades, cloud function subscriptions and limited lifetime warranty benefits on indoor access points Note: Service Duration	\$499.50	2	\$999.00
<b>Access Points Subtotal</b>					<b>\$2,974.60</b>

### Switch

Line	Part Number	Description	Price	Qty	Ext. Price
3	EX4000-24MP	EX4000 24-Port Multi-Gig with 4x 100M/1G/2.5GBaseT, 20x 10/100/1000BaseT, PoE++, 4x 1G/10G SFP/SFP+(optics sold separately) with Standard SW	\$1,959.15	1	\$1,959.15
4	CBL-PWR-C13-US-48P	Power Cord, AC, US/Canada, C13, 15A/125V, 2.5m, Straight	\$27.20	1	\$27.20
5	JPSU-920-AC-AFO	EX4100 and EX3400 920W AC Power Supply, Front-to-Back airflow (power cord needs to be ordered separately)	\$589.75	1	\$589.75
6	SUB-EX24-2S-5Y-COR	5 Year Wired Assurance and Virtual Network Assistant (VNA) Subscription for EX24 port switches including JTAC Support; Juniper CareCore Support for EX2300, EX4100-F, EX3400, EX4100, EX4300, EX4400 24 ports switches. Note: Service Duration - 60 Months	\$638.65	1	\$638.65
<b>Switch Subtotal</b>					<b>\$3,214.75</b>

## Quote Summary

Access Points	\$2,974.60
Switch	\$3,214.75
<b>Subtotal</b>	<b>\$6,189.35</b>
<b>Total</b>	<b>\$6,189.35</b>

## Terms and Conditions Agreement

This agreement (Agreement) is by and between City of Mountain Home (Customer) and Ednetics Inc. (Ednetics) and documents the terms and conditions of Quote 91031 (Quote).

Unless superseded in writing by a Master Terms and Conditions Agreement the terms of this Agreement are binding and together with any associated written services scope of work, and any future change orders or additional quotes related to this project, constitute the entire contract between Ednetics and Customer. Customer agrees to waive all provisions contained in any form or in any written or verbal communication, including any forthcoming purchase orders that would negate, limit, extend, or otherwise modify or conflict with provisions within this Agreement unless and until agreed to in writing, as evidenced by an Ednetics officer's signature. Customer submission of a purchase order indicates your agreement to all terms and conditions included in this document.

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## Submission

Please submit PO to: [orders@ednetics.com](mailto:orders@ednetics.com) or fax to: (208) 777-4708



# MOUNTAIN HOME POLICE DEPARTMENT

---

2775 E. 8<sup>th</sup> North Street, Mountain Home, ID 83647  
Phone 208.587.2101 • Fax 208.587.0180 • [www.mhpd.net](http://www.mhpd.net)

## Interim Chief Ty Larsen

**TO:** Mayor Sykes and City Council Members  
**FROM:** Interim Chief Larsen and Amy Pearson  
**DATE:** October 20, 2025  
**RE:** Janitorial Service Update and Budget Impact Notification

On September 26, 2025, the Mountain Home Police Department was notified by our current janitorial service provider that they would be discontinuing services, with their final day scheduled for October 30, 2025.

Since receiving that notice, we have secured a replacement who is a professionally trained and fully qualified cleaner. She has completed a walkthrough of our facility and is prepared to begin work on November 1, 2025.

Based on the scope of work and her level of expertise, the monthly service cost will be \$1,400.00. This will result in a total expenditure of \$15,400.00 through the end of the fiscal year. Consequently, this will create an overage of \$891.00 in line item 01-421-40-30 - Janitorial Service, which we intend to offset using available funds from line item 01-421-40-00 - Building Maintenance.

We wanted to keep you fully informed from the outset, as we are aware this adjustment results in a known overage in the janitorial services budget line.

Please let us know if you have any questions or need further details.

Thank you for your time and understanding.