



CITY COUNCIL REGULAR MEETING

City Council Chambers, 160 South 3rd East

Mountain Home, Idaho

Tuesday, May 13, 2025, at 5:00 PM

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

All materials presented at public meetings become property of the City of Mountain Home. Anyone desiring accommodation for disabilities should contact the City Clerk's Office at 208-587-2104 by at least 9:00 AM the morning of the public meeting.

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

_____ Councilwoman Garvey _____ Councilwoman Wirkkala
_____ Councilman Brennan _____ Councilman Harjo _____ Mayor Sykes

RECOGNIZING PERSONS IN THE AUDIENCE (Please limit comments to a maximum of 3 minutes)

PRESENTATION

1. By Robert Cavin regarding Wildhorse development.

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; however, they are typically routine or not of great controversy and will be enacted by one motion. Questions for clarification may be asked about a particular item before the motion is voted on. However, for lengthy discussions or separate motions, 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.**

- a) Approval acceptance of minutes: Impact Fee Committee – April 7, 2025
Regular City Council Meeting – April 22, 2025
Special City Council Meeting- April 28, 2025
- b) Bills from 4/23/2025 to 5/13/2025 in the amount of \$769,802.69
- c) Payroll for the period ending 3/22/2025 to 4/21/2025 in the amount of \$797,016.38
- d) Approve the Finding of Facts to amend an existing conditional use permit with conditions requested by Idaho Power.
- e) Approve the Finding of Facts for a conditional use permit located at West 7th South Street with requirements.
- f) Accept letter of engagement with Harris CPAs, soon to be Sorren CPAs, for FY25 auditing services, and authorize the Mayor and City Clerk to sign required documents.

- g) Authorize the Mayor to sign the approved AIP 3-16-0025-025-2025 (\$615,789.00) grant with the FAA for constructing a City hangar.
- h) Authorize the Mayor to sign the approved AIP 3-16-0025-026-2025 (\$379,425.00) grant with the FAA for constructing a City hangar.
- i) Approve the City license to sell beer and wine at 365 North 3rd East Street requested by Tess Beagle.
- j) Approve City staff to proceed with mailing a letter regarding Airport Hangar Inspections to all hangar leases.
- k) Approve the lease paperwork through PNC Equipment Finance for a Greensmaster Triflex Hybrid 3320 for Golf Maintenance and authorize the Mayor and City Clerk to sign all documents.
- l) Pass Resolution #11-2025R – Authorizing the Execution and Delivery of an Equipment Lease Agreement and all other schedules attached with PNC Equipment Finance for a Greensmaster Triflex Hybrid 3320 and authorizing the Mayor and City Clerk to sign.
- m) Approve agreement for professional service with J.U.B. Engineers for Construction Hangar project (A.I.P. 3-16-0025-2025/0026-2025) and authorize the Mayor and City Clerk to sign all documents.
- n) Approve amendment to professional service agreement with J.U.B. Engineers for Mountain Home Municipal Airport SEAT Base (45-23-023) and authorize the Mayor to sign all documents.

OLD BUSINESS

NEW BUSINESS

- 1) Items removed from the Consent Agenda
- 2) **Action Item:** Deliberation/Decision to waive building permit fee request by Marathon Cheese Corporation.

FINAL COMMENTS

ADJOURN

CONSENT AGENDA

MINUTES FROM THE IMPACT FEE ADVISORY COMMITTEE REGULAR MEETING
HELD ON April 7, 2025, AT 5:00 P.M.

MEMBERS PRESENT: Teran Mitchell, Brendan McCarthy, Marshall Carruthers, Kelly McCormick, and Ray Liercke.

MEMBERS ABSENT: None

CITY STAFF PRESENT: Brenda Ellis, Nicole Coffey, and legal counsel Geoff Schroeder.

TRANSCRIBER: Nicole Coffey

CALL MEETING TO ORDER/ESTABLISH QUORUM

Brendon McCarthy called the meeting to order.

MINUTES:

*Action Item - March 13, 2025

Kelly McCormick motioned to approve the minutes for March 13, 2025, Ray Liercke second the motion. The vote goes as follow: Ray Liercke; aye, Teran Mitchell; aye, Kelly McCormick; aye, Marshall Carruthers; aye, and Chairperson Brendan McCarthy; aye. The motion passed unanimously.

RECOGNIZE PERSONS IN THE AUDIENCE:

*None

OLD BUSINESS:

* Discussion/Action Item

Committee to meet with Elmore County.

Further discussion regarding Elmore County Capital Improvement Plan for EMS.

*Discussion/decision-Action Item on findings and recommendations to render written report to the City Council regarding adoption or amendment of Elmore County Capital Improvement Plan.

Alan Roberts with the Elmore County EMS attended the meeting to speak on behalf of Elmore County about the EMS impact fee.

There was a discussion regarding the day-to-day operations for the EMS crew and if the county has read over the state law what the city and county impact fee committee is entitled to. Elmore County took over the ambulance depart back in 2019 before it was run by the hospital. That's when Alan was brought on board to take over the operations for ambulance, rescue, and emergency services. The staffing is the same now on crew wise then it was in 2019. Two (2) full time crews in Mountain Home, a full-time crew in Glenns Ferry, and a full-time employee/unit in Pine. They have a QRU Quick Response Unit in Prairie and Atlanta. That is the coverage for all of Elmore County. The station is set up for two (2) first response units here in Mountain Home. With Mountain Home growing quickly the response times to get to some areas take

longer. The West side is the main concern depending on the time of day it could take longer to get to an emergency. A station on the West side of town would be a great location to cut the response time down on that side of town. For the state laws and codes Alan relies on the attorneys to make sure that what they are asking for regarding impact fee spending is correct.

There was a discussion regarding growth and the numbers given in the county's CIP. Are the numbers correct that were provided? They county provided in the CIP high numbers that seem inadequate. The planner that created the CIP for the county was not basing the numbers off of the response time its is based off of numbers of stations and pieces of equipment. The numbers for the population growth are an estimated amount.

There was a discussion regarding the number of calls for EMS. 70% of calls came from within the city limits of Mountain Home.

There was a discussion regarding Elmore County's CIP and concerns some impact fee committee members have with all cities included in it and not just Mountain Home. It would take a lot of time and effort to make a CIP just for the Mountain Home area. The county is asking the City of Mountain Home to adopt the county's CIP and start charging for the EMS impact fee. The reason is with the growth another station needs to be built for EMS.

There was a discussion regarding the Mayfield Springs development that was included in the CIP will be building and operating their own EMS building and funding it. That will not be a county EMS station.

There was a discussion regarding the city Impact Fee Advisory Board needing to provide written comment regarding the City of Mountain Home adopting the county's CIP for the collection of EMS impact fees with the city. The written comments will need to be written to the City of Mountain Home City Council stating their concerns if they have any and if they are in favor or against the change.

There was a discussion getting numbers of EMS regarding how many more calls has come in since 2019. This is a very time-consuming process. They do not have the manpower to do this.

There was a discussion regarding the response time for EMS if they did have a station on the West side.

There was a discussion regarding the road conditions.

There was a discussion regarding the proposed locations for the EMS building.

Teran Mitchell made a motion to have a meeting with the committee members to identify Items of concern or disagreement and file them jointly between the committee members. Kelly McCormick and Marshall Carruthers seconded the motion. The vote goes as follow: Marshall Curruthers; aye, Kelly McCormick; aye, Teran Mitchell; aye, Ray Liercke; aye, and Chairperson Brendan McCarthy; aye. The motion passed unanimously.

NEW BUSINESS:

*** Financial Statement 2023-2024**

There was a discussion regarding the budget summary. Why the Richard McKenna school and C2 Construction received a refund. Charter schools and public schools that has their own taxing district do not get charged impact fees which C2 Construction was charged for Richard McKenna.

Brendan McCarthy motioned to amend the agenda to make the Financial Statement as an action item to approve the financial statement per clerical error. Teran Mitchell seconded the motion. The vote goes as follow: Ray Leircke; aye, Teran Mitchell; aye, Kelly McCormick; aye, Marshall Curruthers; aye, and Chairperson Brendan McCarthy; aye. The motion passed unanimously.

Ray Liercke made a motion to approve the documents as printed. Teran Mitchell seconded the motion. The vote goes as follow: Marshall Curruthers; aye, Kelly McCormick; aye, Teran Mitchell; aye, Ray Liercke; aye, and Chairperson Brendan McCarthy; aye. The motion passed unanimously.

GENERAL BOARD DISCUSSION:

***Discussion-Open Discussion**

There was a discussion regarding the streets and would like Public Works Director to come back and talk about the asphalt machine.

Brendan McCarthy will reach out to the county to get dates to have a joint meeting with the county Impact Fee Advisory and also the city's Impact Fee Advisory then will reach out to the rest of the committee.

SET DATE FOR NEXT MEETING:

Marshall Curruthers made a motion to table this topic because the next meeting will be with the county, the meeting schedule will be based upon the information they need from the county. Teran Mitchell seconded the motion. The vote goes as follow: Ray Leircke; aye, Teran Mitchell; aye, Kelly McCormick; aye, Marshall Curruthers; aye, and Chairperson Brendan McCarthy; aye. The motion passed unanimously.

ADJOURN:

Kelly McCormick motioned to adjourn; Ray Lericke seconded the motion. All in favor; aye. The motion passed unanimously.

There being no further business to come before the Committee, the meeting was adjourned at 7:07 P.M.


Chair

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MINUTES OF THE REGULAR MEETING OF THE
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,
HELD ON April 22nd, 2025, AT 5:00 P.M.
AT MOUNTAIN HOME CITY HALL CHAMBERS
MOUNTAIN HOME, IDAHO

CALL MEETING TO ORDER/ESTABLISH A QUORUM

RECOGNIZING PERSONS IN THE AUDIENCE

PRESENTATION

1. Presentation by Rachele Kline with Republic Services
2. Presentation by members of the Military Affairs Committee

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.

- A. Approval acceptance of minutes:
 - a. Impact Fee Advisory Committee- March 13, 2025
 - b. Planning & Zoning Commission- April 1, 2025
 - c. Special City Council Meeting- April 3, 2025
 - d. Regular City Council Meeting- April 8, 2025
 - e. Special City Council Meeting- April 11, 2025
- B. Bills from 4/9/2025 to 4/22/2025 in the amount of \$293,974.45
- C. Treasurer's report for the period ending 3/31/2025
- D. Approve the construction and development reimbursement agreement with the Mountain Home Urban Renewal Agency for the Railroad Park Plaza project, Phase #1, and authorize the Mayor and City Clerk to sign.
- E. Award Bid to Idaho Site Works for the FY2025 Waterline and Roadway Improvement project.

OLD BUSINESS

1)Action Item: Deliberation/Decision regarding staff and legal edits to the approved draft cooperative agreement between Elmore County and the City regarding the Animal Control Center, and authorize the Mayor, City Clerk, and Chief of Police to sign.

NEW BUSINESS

- 1)Items removed from Consent Agenda
- 2)Action Item: Deliberation/Decision on adopting a City ordinance regarding TNR.
(Pulled from New Business and tabled until May 13, 2025 Meeting)
- 3)Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to amend an existing conditional use permit with conditions requested by Idaho Power.
- 4)Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts for a conditional use permit located at West 7th South Street with requirements.
- 5)Action Item: Deliberation/Decision to arrange a Special City Council meeting to adopt the resolution for the LID#1 assessment roll public hearing. Proposed meeting dates are Monday, April 28th or Tuesday, April 29th, 2025, at 5 PM.

FINAL COMMENTS

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ADJOURN

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MINUTES OF THE REGULAR MEETING OF THE
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,
HELD ON April 22nd, 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 3rd East, Mountain Home, Idaho on April 22nd, 2025. A quorum was established with, Councilman Harjo, Councilwoman Wirkkala, Councilman Brennan, and Mayor Sykes being present. Councilwoman Garvey by phone.

RECOGNIZING PERSONS IN THE AUDIENCE

- Crystal Moore came forward to discuss TNR and Lost Paws support. She said that implementing TNR was crucial to controlling the cat population. She asked, if TNR does not proceed, what measures the City would take to curb the population growth and abuse. She also asked why so many cats had been abandoned and what consequences had been faced for these actions.

- Sean Carr also came forward to discuss his support for TNR. He brought in an example of an appropriate shelter for the cat colonies.

- Tyler Merryman came forward to say that he supports the T and the N of TNR, but he did not support the R, as it was just releasing stray wild animals back into neighborhoods.

- Casey Waddel said that she had recently moved here from various other locations due to the military. She said that they had seen the TNR programs in those other places work. She said that she wholly supported this group and that if there was a law that is blocking them from doing this, it needed to be changed to help them out.

PRESENTATION

1) Presentation by Rachele Kline with Republic Services

Rachele Kline said that she usually comes out once a year to give an update on the City's residential trash collection. She said that this year she brought with her data from the last 10 years. She noted that Mountain Home had not changed much in the last 10 years, and people were still generating the same amount of waste. She also said that it looked like recycling had dropped, but it had not. She explained that it was the loss of some materials and the lightweighting of some. She said that they used to see a lot of magazines and newspapers, but people were switching to electronic versions of that material. She also explained that water bottles and soda cans had reduced in weight over the years.

Rachele Kline went on to talk about how Republic Services was proud to be a big sponsor in the community, with cash donations and in service donations.

Rachele Kline gave an update on the now renamed Sawtooth Regional Landfill opening and that there was recently an open house. She said that they have a hearing with the Planning and Zoning Commission on Thursday night, to present.

Rachele Kline said that there is a glass recycling drop site at the Bennett Road transfer station. She said that she didn't think a lot of people knew about it, and she spoke with Councilman Harjo at the open house. She said that if they could find a site in town, that would be great, but it would need to be monitored for safety.

Rachele Kline continued to update about Spring Clean-Up week. She said that every year citizens are invited to put out bulky items, as long as they are non-freon for free. She went on to discuss other options that work instead

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of a designated week of the year.

Councilman Brennan asked if there was a date set for the City's next hazardous materials day clean up.

Tiffany Belt, City Clerk said that at this time we did not have a date scheduled. She said that we would need to work with Republic Services to schedule a date, which is typically in the fall.

Councilman Harjo said that he and Rachele had a conversation about access to recycling at the open house. He said one of the topics had been access to recycling, and that the bins have moved farther and farther away from their community, eventually being located at the Bennett transfer station. He asked for the Mayor and the City staff's ideas and appetite for possibly finding a place to bring these closer to town. He went on to say that not everyone had the ability and access to gather materials to take all the way out to the dump.

Councilwoman Wirkkala asked Rachele Kline if they had ever entertained the idea of having yard waste bins.

Rachel Kline said that they had used to have a yard waste program, and it was at the old Bennett Road landfill, but there had been an underground fire, and then it had been shut down. She said this was back when Mayor Rist was still in office. She said that they would need a place to compost it and there would be some work and cost involved, but that she would be able to get a proposal together.

2) Presentation by members of the Military Affairs Committee

Connie Clark, Military Affairs Committee President, said that they had gone to Washington D.C., the Pentagon, and Langley Air Force Base last week and that she wanted to discuss what they learned while there. She said that herself, Marty Anderson, Mayor Sykes, and retired Brigadier General Will Marshall all met with senior leadership to discuss strengthening support for Mountain Home Air Force Base, and ensuring the community was postured with projected mission growth. She said that they also discussed critical priorities related to infrastructure, quality of life, and long-term sustainability for both the Base and the City of Mountain Home.

Connie Clark said that as a result of the Air Force exercise in late 2024, that 300 new personnel from mission support and their families would be expected to arrive in Mountain Home in October 2025. She said that a formal site survey would be conducted at Mountain Home Air Force Base from June 3 to June 5 to evaluate installation readiness and the Community's ability to support projected growth. She said that a final report from the assessment had been requested, and the MAC would provide the updates to the City Council once it became available.

Connie Clark continued by saying that the Base had a high probability to grow by approximately 700 more personnel and their families by 2027. She said this would include the addition of one new squadron, primarily due to the divestment of F-15e aircraft from Lakenheath, United Kingdom. She said the growth would not be just military, but community wide, and with it would come an estimated \$11-million annual economic impact. She said this would ripple across our local businesses, housing, and schools.

Connie Clark said that this would provide an incredible opportunity as well as a great responsibility. She said the success of these incoming missions would depend not only on the airmen, but also on the quality of life that could be offered them and their families. She said that during their trip, they carried the message that Mountain Home was ready to step up, but that they would need to plan ahead and would need support. She said that two key points that had been emphasized were the need to continue addressing housing and infrastructure.

Connie Clark said that they had met with the Idaho Congressional Council Minutes - April 22, 2025

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Delegation to advocate for federal and state assistance. She said that the message was clear; Mountain Home would need resources to expand and strengthen infrastructure to accommodate the projected growth. She said that they had specifically highlighted the importance of investments in wastewater systems, utilities, and road improvements.

Connie Clark said that supporting our military had meant welcoming new missions and creating a community where service members and their families could truly thrive. She said that encouraging them to live in Mountain Home, rather than commuting to Boise, would allow them to spend less time on the road and more time with their families. She went on to say that with the rising cost of transportation, commuting could quickly add up, both financially and personally. She said that Mountain Home would offer more affordable housing options, shorter commutes, and a tight-knit community that valued and supported its military neighbors. She continued to say that when airmen lived where they served, they were better connected and more engaged, and the entire community benefited.

Mayor Sykes said that the big takeaway was the deployable combat wing with a designated Base commander for that wing, the incoming 300 new personnel, which is about a \$3 million economic impact to the city starting in October. He said that the MAC had done a good job advocating not having the 389th and their 220 jets divested. He said that the possible movement of the Lakenheath jets would make up for that.

Will Marshall, MAC board member, said that it was the current plan right now. He said that as they divested the 220 jets, which they would inevitably need to do at some point, the plan would be to take at least one of the two squadrons out of Lakenheath and move it here to replace the 389th.

Mayor Sykes went on to say that they had spoken with a representative for Senator Simpson regarding federal funding that had been delayed. He said they would be trying to get the funding reinstated for 2026. He said that this would provide the 20% funding needed to build the school on the Base, which was to be a K through 6th grade school now, instead of a K through 4th grade school.

Mayor Sykes said that they learned at Langley some of the challenges that military personnel were having with medical, which he had no idea was occurring.

Will Marshall said that two things that came up during their visit to Langley, the first, and hardest to fix, had been Tricare West's new contractor. He said reimbursements to medical providers had been lower than average, which created the challenges of providers to sign up to offer care under Tricare. He added that the new contractor had also been very late on reimbursement payments, causing medical providers to be paid less and not in a timely manner. He said this had led many providers to stop offering services under Tricare.

Will Marshall explained this had been a significant problem locally because several years ago the plan had been to outsource a lot of medical care for the military, relying on the local community for experts and specialty care, as the hospital on Base had been downsized from a hospital to a clinic with limited hours and services. He said that they engaged with leaders at all levels, so that Congress could bring some pressure to potentially the Defense Health Agency, to address. He said that this was a long-term issue that will need high level help with.

Will Marshall said that the second issue that came up was that, locally, they had not been positioned to collect sexual assault forensic examination (SAFE) kits. He explained that this meant when a victim had come forward and chosen to have a SAFE kit collected as part of the investigation, they had been asked to go to Boise. He explained that after one of the most traumatic experiences of someone's life, they had to drive an hour and undergo an extensive and intrusive examination. He said that it did sound like a path to resolution was on the way, after talking with the Base Sexual Assault

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coordinator earlier today. He had been informed that they were working with a SANE (Sexual Assault Nurse Evaluator) nurse, who would come to St. Luke's to help collect the kit. He said they would need help from St. Luke's to provide a space for this. He said that this would not only be a problem resolved for the Base community, but the local community as well.

Councilman Brennan said that he is grateful for the updates on what is going on. He asked for clarification on the potential changes to squadrons and personnel increases.

Will Marshall explained that these were all potential and up to the military's discretion. He said it could potentially be gaining two new squadrons, which would result in a 700 personnel increase, or it could be a one-for-one swap, which would be a significantly smaller personnel increase.

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.

Councilman Harjo said that he received an email regarding TNR from Shannon Evans, as well as attending a meeting with the City's Legal team, Shannon Evans, and Beverly King. He stated that he received an email from AlleyCat.org, along with an email and phone call from Jennifer Andrew, President of the Bingham County Humane Society. He added that KTVB had reached out for comment, and that he had received two emails from unsigned parties regarding TNR, as well as an email from Callie Dennis.

Councilwoman Wirkkala asked Legal if she had to disclose each individual inquiry and if it impacted her decision one way or another.

Paul Fitzer, City Attorney, said that she did not have to with each individual entry. He said that if a Council member had been persuaded or not by something not said in a public meeting, it needed to be known and put on record in order to abstain from voting if necessary.

Councilwoman Wirkkala stated that she had attended a meeting with the City's Legal team, Councilman Harjo, Shannon Evans, and Beverly King regarding TNR. She mentioned that she had received an email from Alley Cat Allies along with a couple of unsigned emails. She clarified that these had not influenced her decision on TNR.

Councilman Brennan said that he had received a few emails as well, including one from Callie Dennis and the entire board for Elmore County SNIFF, along with some unsigned emails from citizens whom he described as hiding behind keyboards.

CONSENT AGENDA

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A. Approval of Minutes

- Impact Fee Advisory Committee- March 13, 2025
- Planning & Zoning Commission- April 1, 2025
- Special City Council Meeting- April 3, 2025
- Regular City Council Meeting- April 8, 2025
- Special City Council Meeting- April 11, 2025

B. Bills from 4/9/2025 to 4/22/2025 in the amount of \$293,974.45

C. Treasurer's report for the period ending 3/31/2025

D. Approve construction and development reimbursement agreement with the Mountain Home Urban Renewal Agency for the Railroad Park Plaza project, Phase #1, and authorize the Mayor and City Clerk to sign.

Tiffany Belt, City Clerk said that some corrections needed to be made Council Minutes - April 22, 2025

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to the Special City Council minutes from April 3, 2025 as the Executive Session motion and the votes were out of order. She said that these minutes could be tabled and be brought back to the Special Meeting that was asked for on later in this meeting.

Councilman Harjo said that would be the logical way to handle that if the Council would agree.

Councilwoman Wirkkala asked if the Council did something wrong or if the minutes reflected that the process was wrong.

Tiffany Belt said that the minutes were just typed incorrectly.

Councilman Harjo explained to the Council that some of the order of operations of how the night played out were not in chronological order in the meeting minutes, but the accuracy of what occurred was correct.

Tiffany Belt presented the track change edits that were made.

Councilman Brennan asked if this was something that could be changed through interlineation now.

Councilwoman Wirkkala inquired about the bill run that showed the Military Liaison was to be paid through the end of the month, when it had been decided at the April 3, 2025, Special City Council meeting that his pay would terminate on April 14, 2025.

Mayor Sykes said that after the last meeting, they meant to put an Action Item from the Council on this agenda, per a conversation that had taken place, and it had been missed by him and Tiffany Belt.

Councilman Harjo responded that they had a way to rectify this with New Business #5, setting a date for a Special City Council meeting, and that topic could be added to that agenda, if the Council decided to do so.

Councilwoman Wirkkala said that they had approved for pay to end on April 14, 2025, so she didn't understand what had been in question.

Paul Fitzer, City Attorney, said that it would be up to the Council to revisit this issue.

Councilwoman Wirkkala asked if the Council had discussed that they had wanted to revisit the issue.

Mayor Sykes asked how he was supposed to answer this when it occurred in an Executive Session.

Paul Fitzer said that Councilman Harjo had suggested whether New Business #5 could include revisiting the topic, if the majority of the Council agreed to add, then that would have been how it could be addressed. He continued that if the majority of the Council had not agreed, the previous decision would go forward.

Councilman Harjo made a motion to rectify this as an agenda item on whichever date was decided on, Action Item #5. Councilman Brennan seconded the motion.

Councilwoman Wirkkala had asked why it couldn't have been amended onto that night's agenda.

Paul Fitzer said that it had not been an emergency, and there needed to be a basis as to why it could not have waited 24 to 48 hours prior to becoming an agenda item.

Councilwoman Wirkkala said that, due to the fact that it had been on the bill run being approved that night, that it had seemed urgent.

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Paul Fitzner said that if staff told him that this had to be paid immediately or if it could wait, but he couldn't answer for them.

Tiffany Belt stated that it could have waited until the 28th or 29th.

Councilman Brennan asked if the decision on the 28th or 29th would have been early enough to not affect the next cycle of paychecks that would go out at the end of April.

Councilwoman Garvey said that she had been having challenges hearing, but wanted to ask if she had heard correctly that the Council was not wanting to pay the Military Liaison through the end of the month.

Mayor Sykes explained that there had been a motion and a second to change Action Item #5 to reengage in the conversation to make the payment.

Tiffany Belt answered Councilman Brennan by letting him know that it could be removed from this bill run, which would have lessened it by that dollar amount, or it could be left on the bill run, and they could hold the check pending the vote at the Special meeting. She continued that if the vote had been to not go forward with compensating him, they would then void the check.

Councilwoman Garvey and Councilwoman Wirkkala had a back-and-forth discussion about the reasons why he should and should not be paid.

Councilman Brennan said that Tiffany Belt's response had made sense. He said that procedurally, the right thing to do would have been to hold the check until they meet next or remove it from the bill run, as it had been voted not to proceed until a decision is made.

Councilwoman Garvey asked that the motion be repeated as she was not able to hear very well the first time.

Councilman Harjo said he motioned to make an amendment to the Special City Council meeting, date to be determined in Action Item #5, to vote to continue pay through the end of the month or to not and to pull that line from the bill run from the current agenda.

The following vote was recorded:

Councilman Brennan	AYE
Councilman Harjo	AYE
Councilwoman Wirkkala	AYE
Councilwoman Garvey	NAY

The majority of the vote being in favor, the motion was carried and so ordered.

Councilman Harjo made a motion to amend the agenda to add Executive Session 74-206(1)(f) and 74-206(b) to the end of the meeting and to also table New Business #2 until the next regular City Council meeting or the following. Councilman Brennan seconded the motion.

Councilwoman Wirkkala asked that the date for New Business #2 be set for May 13, 2025.

The following vote was recorded:

Councilman Harjo	AYE
Councilwoman Wirkkala	AYE
Councilwoman Garvey	AYE
Councilman Brennan	AYE

The vote being unanimous, the motion was carried and so ordered.

Councilman Harjo made a motion to approve the Consent Agenda with all Council Minutes - April 22, 2025

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the changes previously mentioned. Councilman Brennan seconded the motion.

The following vote was recorded:

Councilwoman Garvey	AYE
Councilwoman Wirkkala	AYE
Councilman Brennan	AYE
Councilman Harjo	AYE

The vote being unanimous, the motion was carried and so ordered.

OLD BUSINESS

1)Action Item: Deliberation/Decision regarding staff and legal edits to the approved draft cooperative agreement between Elmore County and the City regarding the Animal Control Center, and authorize the Mayor, City Clerk, and Chief of Police to sign.

Tiffany Belt, City Clerk, said that she had wanted this to come back because Chief Thompson and Danniele Strain, Animal Control Center Supervisor, had added two statements to define some terms. She continued to say those were paragraph 1, where strays and impounds were further defined in section 15 of this MOU, and D, where it said quarantine was further defined in section 15 of this MOU. She said that the rest of the edits were requested based on motions.

Councilman Brennan said that he had two requests, and he had reached out to Danniele Strain to get her buy-in on this: Paragraph 5, Section C on Page 3, on the highlighted portion, he had wanted to break it into two sentences with one word change. He went on to read, "the MHPD supervisor has the authority to *delay* access to the facility based on existing circumstances, such as pending calls for service," and "they have the ability to *deny* access based on medical or physical conditions of the animal". He then read Paragraph 5 Subsection B, at the bottom of Page 2, it read "during normal operating hours, Monday through Friday 8 to 5." He said that that needed to be changed into a full sentence or simply state, "these are the operating hours," and then as a second sentence, "ECSO will provide pick up and transportation services of dogs to the Mountain Home Animal Control Center".

Councilman Harjo thanked Councilman Brennan for his suggestions, as he agreed with them.

Councilwoman Garvey said that she agrees and then made a motion to approve the draft agreement of the animal control MOU to send over to the County after making Councilman Brennan's changes. Councilman Harjo seconded the motion.

The following vote was recorded:

Councilwoman Wirkkala	AYE
Councilman Harjo	AYE
Councilman Brennan	AYE
Councilwoman Garvey	AYE

The vote being unanimous, the motion was carried and so ordered.

NEW BUSINESS

1)Items removed from the Consent Agenda

There were no Items removed from the Consent Agenda for consideration.

3)Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts to amend an existing conditional use permit with conditions requested by Idaho Power.

Councilman Harjo made a motion to approve the Planning and Zoning Council Minutes - April 22, 2025

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Commission recommendation and Finding of Facts to amend an existing conditional use permit with conditions requested by Idaho Power. Councilwoman Wirkkala seconded the motion.

Councilman Brennan had some questions for Brenda Ellis, Senior City Planner, regarding some complaints from citizens were proposed that future development will not go for it, so they were opposed to it.

Brenda Ellis said that nothing had been submitted to their offices for development on adjacent parcels of land to the west.

Councilman Brennan said the next complaint was that the development would be an unsightly view from their balcony. He went on to ask if that's anything they could even weigh in on.

Brenda Ellis said that she did not believe it was something they could weigh in on. She explained that they had seen many developments that blocked views, such as housing, but as long as a project met the conditional use within the zone and met the parameters of the code, it was generally approved.

There was a discussion between Councilman Brennan and Jeff Maffuccio and Trevor Mallum, with Idaho Power, regarding their development project, sound levels, and whether they would be in violation of the City ordinance on sound decibels.

Councilman Brennan said that there was another concern from a citizen regarding potential impact on their business's sales due to noise, and he asked Legal if that was something they would have needed to take into account.

Paul Fitzer said that it was an industrial area and the noise was within the legal parameters.

Mayor Sykes restated that there had been a motion and a second.

The following vote was recorded:

Councilman Harjo	AYE
Councilwoman Garvey	AYE
Councilwoman Wirkkala	AYE
Councilman Brennan	AYE

The vote being unanimous, the motion was carried and so ordered.

4)Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Finding of Facts for a conditional use permit located at West 7th South Street with requirements.

Councilman Brennan asked Brenda Ellis about where it had been stated sidewalks were recommended to be constructed upon development. He pointed out that the property was within City limits, therefore it should state that sidewalks were required.

Brenda Ellis said that it was probably a poor choice of wording, it should state required instead.

Tiffany Belt said the Council could adopt Planning and Zoning's Findings of Fact with that wording; however the City Council will writes its own Finding of Facts, and that could be specifically outlined as a requirement.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts for a conditional use permit located at West 7th South Street with requirements. Councilman Harjo seconded the motion.

The following vote was recorded:

Councilwoman Garvey	AYE
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Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

The vote being unanimous, the motion was carried and so ordered.

5)Action Item: Deliberation/Decision to arrange a Special City Council meeting to adopt the resolution for the LID#1 assessment roll public hearing. Proposed meeting dates are Monday, April 28th or Tuesday, April 29th, 2025, at 5 PM.

Councilman Harjo asked if Mayor Sykes could take a poll to see what day would work best for the Council.

Councilman Brennan asked for clarification on the topic of the meeting.

Tiffany Belt stated that the Council needed to adopt a resolution for the LID #1 assessment rolls, which needed to be published and meet all the State statute requirements to begin the process of LID#1, for a public hearing. She continued to say that she was shooting for a public hearing for the LID on May 27, 2025.

Mayor Sykes and the Council discussed which days would or would not work for them.

Councilman Harjo made a motion to arrange a Special City Council meeting to adopt the resolution for the LID#1 assessment roll public hearing for Monday, April 28, 2025 at 5:00 P.M. Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE
Councilwoman Garvey	AYE

The vote being unanimous, the motion was carried and so ordered.

FINAL COMMENTS

Councilwoman Wirkkala asked about an open meeting document that was left on the desk for the Council, and there was no response.

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 made a motion to enter to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) and 74-206(1)(b) at the beginning of the meeting. Councilman Brennan seconded the motion.

The following vote was recorded:

Councilwoman Garvey	AYE
Councilman Harjo	AYE
Councilman Brennan	AYE
Councilwoman Wirkkala	AYE

The vote being unanimous, the motion was carried and so ordered.

The Council went into Executive session at 6:25 P.M.

The Council came out of Executive session at 7:02 P.M.

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2) Pursuant to Idaho Code Section 74-201(1)(b) - To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

Councilman Harjo made a motion to enter to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) and 74-206(1)(b) at the beginning of the meeting. Councilman Brennan seconded the motion.

The following vote was recorded:

Councilwoman Garvey	AYE
Councilman Harjo	AYE
Councilman Brennan	AYE
Councilwoman Wirkkala	AYE

The vote being unanimous, the motion was carried and so ordered.

The Council went into Executive session at 6:25 P.M.

The Council came out of Executive session at 7:02 P.M.

ADJOURN

There being no further business to come before the Council, the meeting was adjourned at 7:02 P.M. by orders from Mayor Sykes.

Rich Sykes, Mayor

ATTEST: _____
Tiffany Belt, City Clerk

AGENDA
SPECIAL CITY COUNCIL MEETING
HELD ON APRIL 28th, 2025 AT 5:00 P.M.
AT THE MOUNTAIN HOME CITY HALL
160 SOUTH 3RD EAST STREET

CALL MEETING TO ORDER/ESTABLISH A QUORUM

TOPIC

- 1)Action Item: Deliberation/Decision to adopt Resolution 10-2025R regarding LID#1 Assessment roll public hearing and authorize the Mayor and City Clerk to sign.
- 2)Action Item: Deliberation/Decision to compensate the Military Liaison contract through April 30, 2025, and authorize staff to process payment appropriately.
- 3)Action Item: Deliberation/Decision regarding amendment 1 with Keller Associates Inc. for the FY2025 Waterline and Roadway Improvement project and authorize the Mayor to sign.

ADJOURN

MINUTES OF THE SPECIAL MEETING OF THE
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,
HELD ON APRIL 28th, 2025 AT 5:00 P.M.
AT THE MOUNTAIN HOME CITY HALL
160 SOUTH 3RD EAST STREET

The Council of the City of Mountain Home, Elmore County, Idaho, met at Mountain Home City Hall, 160 South 3rd East, Mountain Home, Idaho, on April 28th, 2025. A quorum was established with Councilwoman Garvey, Councilwoman Wirkkala, Councilman Brennan, Councilman Harjo, and Mayor Sykes.

TOPIC

1)Action Item: Deliberation/Decision to adopt Resolution 10-2025R regarding LID#1 Assessment roll public hearing, and authorize the Mayor and City Clerk to sign.

Councilman Harjo made a motion to approve to adopt Resolution 10-2025R regarding LID#1 Assessment roll public hearing, and authorize the Mayor and City Clerk to sign. Councilwoman Garvey seconded the motion.

The following vote was recorded:

Councilman Harjo	AYE
Councilwoman Wirkkala	AYE
Councilman Brennan	AYE
Councilwoman Garvey	AYE

The vote being unanimous, the motion was carried and so ordered.

2)Action Item: Deliberation/Decision to compensate the Military Liaison contract through April 30, 2025, and authorize staff to process payment appropriately.

Councilman Harjo made a motion to approve the compensation of the Military Liaison contract through April 30, 2025, and authorize staff to process payment appropriately. Councilwoman Garvey seconded the motion.

The following vote was recorded:

Councilwoman Garvey	AYE
Councilman Brennan	AYE
Councilwoman Wirkkala	NAY
Councilman Harjo	AYE

The majority of the vote being in favor, the motion was carried and so ordered.

3)Action Item: Deliberation/Decision regarding amendment 1 with Keller Associates Inc. for the FY2025 Waterline and Roadway Improvement project and authorize the Mayor to sign.

Councilman Harjo and Chris Curtis, Public Works Director, briefly discussed what this project was for and the location.

Councilman Harjo made a motion to approve Amendment 1 with Keller Associates Inc. for the FY2025 Waterline and Roadway Improvement project and authorize the Mayor to sign. Councilwoman Garvey seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Garvey	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

The vote being unanimous, the motion was carried and so ordered.

ADJOURN

There being no further business to come before the Council, the meeting was adjourned at 5:05 P.M. by order of Mayor Sykes.

Rich Sykes, Mayor

ATTEST: _____
Tiffany Belt, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-204-02-10 Payables - HRA							
4969	National Benefit Services, LLC	MAY-2025	HRA Funding Account - invoiced c	05/01/2025	8,152.19	.00	
4969	National Benefit Services, LLC	MAY-2025	Admin Fees Payable to NBS	05/01/2025	415.20	.00	
Total 01-204-02-10 Payables - HRA:					8,567.39	.00	
01-204-13-00 Cafeteria Plan Medical							
4969	National Benefit Services, LLC	MAY-2025	FSA funding account - invoiced cl	05/01/2025	2,038.35	.00	
Total 01-204-13-00 Cafeteria Plan Medical:					2,038.35	.00	
01-372-10-00 Park Rental Fees							
12553	Delgado, Imelda	APR-2025	refund: key deposit	04/28/2025	10.00	.00	
Total 01-372-10-00 Park Rental Fees:					10.00	.00	
Total :					10,615.74	.00	
ADMINISTRATION							
01-415-31-00 Billing-Postage-Meter Expense							
11497	Quadient Finance USA, Inc	APR-2025B	postage - city hall	04/22/2025	200.19	.00	
1610	Wells Fargo Remittance Center	APR-2025	monthly Statement (City Hall)	04/15/2025	9.68	9.68	04/29/2025
Total 01-415-31-00 Billing-Postage-Meter Expense:					209.87	9.68	
01-415-33-10 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: senior citizen	05/01/2025	243.28	.00	
9302	Wex Bank	APR-2025	monthly statement: city hall	05/01/2025	85.91	.00	
Total 01-415-33-10 Gas & Oil:					329.19	.00	
01-415-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - city hall	05/05/2025	477.07	.00	
8078	DataTel	DG-5218	monthly statement - museum	05/05/2025	77.06	.00	
11989	IRON	4890	monthly statement - City Hall	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: city hall	04/17/2025	80.27	.00	
9609	Verizon	APR-2025	monthly charges - city hall	05/01/2025	263.95	.00	
11836	Verizon Connect	364000006522	monthly statement - unused	05/01/2025	139.60	.00	
11836	Verizon Connect	364000006522	monthly statement - City Hall	05/01/2025	17.97	.00	
Total 01-415-34-00 Telephone/Internet:					1,080.92	.00	
01-415-35-00 Utilities-City Hall							
779	Idaho Power Co	APR-2025	Monthly Statement-City Hall	04/28/2025	349.68	349.68	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (City Hall)	04/15/2025	153.80	153.80	05/05/2025
Total 01-415-35-00 Utilities-City Hall:					503.48	503.48	
01-415-35-02 Utilities-Visitor Center							
779	Idaho Power Co	APR-2025	Monthly Statement-Visitor Center	04/28/2025	99.03	99.03	05/05/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-415-35-02 Utilities-Visitor Center:					99.03	99.03	
01-415-35-10 Utilities-Museum							
779	Idaho Power Co	APR-2025	Monthly Statement-Museum	04/28/2025	48.81	48.81	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Museum)	04/15/2025	77.19	77.19	05/05/2025
8636	Level 3 Communications	732674014	monthly statement: museum	04/17/2025	7.00	.00	
Total 01-415-35-10 Utilities-Museum:					133.00	126.00	
01-415-35-20 Utilities-Training Center							
779	Idaho Power Co	APR-2025	Monthly Statement-Training Facilit	04/28/2025	59.81	59.81	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Training)	04/15/2025	76.04	76.04	05/05/2025
Total 01-415-35-20 Utilities-Training Center:					135.85	135.85	
01-415-36-00 Repairs & Maint - Equipment							
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	244.19	.00	
Total 01-415-36-00 Repairs & Maint - Equipment:					244.19	.00	
01-415-36-10 Copier Lease							
10610	CIT	46984562	copier lease - city hall	04/29/2025	495.97	.00	
Total 01-415-36-10 Copier Lease:					495.97	.00	
01-415-36-20 Postage Meter Lease							
10771	Quadient Leasing USA, Inc	Q1822219	Postage machine lease	04/15/2025	872.97	.00	
Total 01-415-36-20 Postage Meter Lease:					872.97	.00	
01-415-40-00 Repair&Maint-Bldgs & Grnds							
11306	Capital One	APR-2025	monthly statement - City Hall	04/19/2025	386.00	.00	
866	Jim's Lumber Co	APR-2025	Monthly Statement City Hall	05/01/2025	216.00	.00	
987	Master Electric Inc	17143	install flood lights, material, labor	05/01/2025	529.66	.00	
1430	Standard Plumbing Supply Co	YLXZ61	hot lav stem	04/28/2025	12.99	.00	
Total 01-415-40-00 Repair&Maint-Bldgs & Grnds:					1,144.65	.00	
01-415-40-05 Repairs&Maint-Training Center							
10795	Delgado-Alcantar, Blanca Lidia	APR-2025	cleaning @ training facility	05/01/2025	300.00	.00	
Total 01-415-40-05 Repairs&Maint-Training Center:					300.00	.00	
01-415-40-18 Repairs&Maint-Visitor Center							
411	D & B Supply	APR-2025	Monthly Statement-City Hall	05/01/2025	10.98	.00	
987	Master Electric Inc	17142	install LED on flag pole, materials,	05/01/2025	533.87	.00	
1430	Standard Plumbing Supply Co	YKY085	db sds plus 2c	04/18/2025	9.98	.00	
Total 01-415-40-18 Repairs&Maint-Visitor Center:					554.83	.00	
01-415-40-30 Janitorial Service							
11016	Prestige Janitorial Co	MAY-2025	cleaning services city hall	05/01/2025	1,225.00	.00	
Total 01-415-40-30 Janitorial Service:					1,225.00	.00	
01-415-40-39 Attorney Fees							
7022	Moore Smith Buxton & Turcke	85076	over 30 hour retainer	05/02/2025	8,730.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7022	Moore Smith Buxton & Turcke	85077	general professional services	05/02/2025	4,728.00	.00	
Total 01-415-40-39 Attorney Fees:					13,458.00	.00	
01-415-43-00 Computer Maintenance/Software							
11399	Amazon Capital Services	APR-2025	monthly statement - city hall	05/01/2025	48.61	.00	
1610	Wells Fargo Remittance Center	APR-2025	monthly Statement (City Hall)	04/15/2025	165.89	165.89	04/29/2025
Total 01-415-43-00 Computer Maintenance/Software:					214.50	165.89	
01-415-43-05 IT Contract							
12157	Treasure Valley Technical Solution	R-2025-0051	microsoft 365 business standard,	05/01/2025	1,721.35	.00	
Total 01-415-43-05 IT Contract:					1,721.35	.00	
01-415-52-00 Supplies							
11399	Amazon Capital Services	APR-2025	monthly statement - city hall	05/01/2025	576.79	.00	
11306	Capital One	APR-2025	monthly statement - City Hall	04/19/2025	11.56	.00	
12390	Mount Olympus	24331615 0426	water, cooler rent	04/26/2025	114.78	.00	
10843	Strive Workplace Solutions	OE-QT-4896-1	file pedestals, tops, install, deliver	04/16/2025	982.33	.00	
1610	Wells Fargo Remittance Center	APR-2025	monthly Statement (City Hall)	04/15/2025	170.66	170.66	04/29/2025
Total 01-415-52-00 Supplies:					1,856.12	170.66	
01-415-53-00 Uniforms/Safety Clothing Items							
11399	Amazon Capital Services	APR-2025	monthly statement - city hall	05/01/2025	78.98	.00	
7488	Sonnentag, Stephanie	MAY-2025	embroidery	04/27/2025	24.00	.00	
1610	Wells Fargo Remittance Center	APR-2025	monthly Statement (City Hall)	04/15/2025	91.11	91.11	04/29/2025
Total 01-415-53-00 Uniforms/Safety Clothing Items:					194.09	91.11	
01-415-55-00 Printing/Publications							
1048	Mountain Home News	2089227	legals	04/30/2025	212.00	.00	
Total 01-415-55-00 Printing/Publications:					212.00	.00	
01-415-55-25 Website Maintenance							
12420	CivicPlus	335341	heatmaps, web accessibility, page	04/24/2025	5,585.11	.00	
Total 01-415-55-25 Website Maintenance:					5,585.11	.00	
01-415-56-00 Meetings Schools & Dues							
12556	Alumbaugh, Randy	APR-2025	mileage: march & april	05/01/2025	15.84	.00	
4114	Sykes, Rich	MAY-2025	reimburse: meals & uber rides wh	05/01/2025	1,586.37	.00	
1610	Wells Fargo Remittance Center	APR-2025	monthly Statement (City Hall)	04/15/2025	650.00	650.00	04/29/2025
Total 01-415-56-00 Meetings Schools & Dues:					2,252.21	650.00	
01-415-61-05 Special Event(AFAD, Retr. etc)							
11399	Amazon Capital Services	APR-2025	monthly statement - city hall	05/01/2025	19.46	.00	
11306	Capital One	APR-2025	monthly statement - City Hall	04/19/2025	25.34	.00	
Total 01-415-61-05 Special Event(AFAD, Retr. etc):					44.80	.00	
01-415-75-00 Mayor's Youth Advisory Council							
11306	Capital One	APR-2025	monthly statement - City Hall	04/19/2025	35.42	.00	
1610	Wells Fargo Remittance Center	APR-2025	monthly Statement (City Hall)	04/15/2025	395.38	395.38	04/29/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-415-75-00 Mayor's Youth Advisory Council:					430.80	395.38	
01-415-90-30 Public Transit							
4335	Treasure Valley Transit	535	public transportation, local match	05/01/2025	6,416.67	.00	
Total 01-415-90-30 Public Transit:					6,416.67	.00	
01-415-98-00 Sales Tax Payable							
1442	State Tax Commission	APR-2025	Sales & Use Tax	05/01/2025	4,675.17	.00	
Total 01-415-98-00 Sales Tax Payable:					4,675.17	.00	
01-415-99-10 Equip/Inventory - \$500-\$5000							
11399	Amazon Capital Services	APR-2025	monthly statement - city hall	05/01/2025	432.99	.00	
Total 01-415-99-10 Equip/Inventory - \$500-\$5000:					432.99	.00	
Total ADMINISTRATION:					44,822.76	2,347.08	
DEVELOPMENT SERVICES							
01-416-31-10 Postage-Developers Mailings							
11497	Quadient Finance USA, Inc	APR-2025B	postage - developers	04/22/2025	158.10	.00	
Total 01-416-31-10 Postage-Developers Mailings:					158.10	.00	
01-416-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: dev serv	05/01/2025	493.60	.00	
Total 01-416-33-00 Gas & Oil:					493.60	.00	
01-416-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - dev serv	05/05/2025	191.95	.00	
8636	Level 3 Communications	732674014	monthly statement: dev services	04/17/2025	35.00	.00	
9609	Verizon	APR-2025	monthly charges - dev services	05/01/2025	290.73	.00	
11836	Verizon Connect	364000006522	monthly statement - dev serv	05/01/2025	35.42	.00	
Total 01-416-34-00 Telephone/Internet:					553.10	.00	
01-416-36-00 Repairs & Maint - Equipment							
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	141.22	.00	
Total 01-416-36-00 Repairs & Maint - Equipment:					141.22	.00	
01-416-36-10 Copy Machine Lease							
10610	CIT	46984562	copier lease - dev serv	04/29/2025	337.15	.00	
Total 01-416-36-10 Copy Machine Lease:					337.15	.00	
01-416-37-00 Repairs & Maint - Auto							
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Dev Serv	05/01/2025	7.10	.00	
Total 01-416-37-00 Repairs & Maint - Auto:					7.10	.00	
01-416-40-00 Repairs & Maint-Building							
866	Jim's Lumber Co	APR-2025	Monthly Statement Dev Serv	05/01/2025	247.20	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Dev Serv)	04/15/2025	66.02	66.02	04/29/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-416-40-00 Repairs & Maint-Building:					313.22	66.02	
01-416-41-00 Professional Services							
852	J J Howard Engineering	2311	parcel split	04/25/2025	2,600.00	.00	
7022	Moore Smith Buxton & Turcke	85076	over 30 hour retainer	05/02/2025	1,125.00	.00	
7022	Moore Smith Buxton & Turcke	85077	general professional services	05/02/2025	1,880.00	.00	
Total 01-416-41-00 Professional Services:					5,605.00	.00	
01-416-43-00 Computer Maint/Software							
11399	Amazon Capital Services	APR-2025	monthly statement - dev serv	05/01/2025	73.99	.00	
285	Caselle Inc	140662	monthly contract support	05/01/2025	485.75	.00	
Total 01-416-43-00 Computer Maint/Software:					559.74	.00	
01-416-52-00 Supplies							
11399	Amazon Capital Services	APR-2025	monthly statement - dev serv	05/01/2025	41.62	.00	
1430	Standard Plumbing Supply Co	YKRK38	marking paint	04/16/2025	19.98	.00	
Total 01-416-52-00 Supplies:					61.60	.00	
01-416-53-00 Uniforms/Safety Clothing Items							
11399	Amazon Capital Services	APR-2025	monthly statement - dev serv	05/01/2025	595.27	.00	
7488	Sonnentag, Stephanie	APR-2025D	hat embroidery	04/12/2025	45.00	.00	
Total 01-416-53-00 Uniforms/Safety Clothing Items:					640.27	.00	
Total DEVELOPMENT SERVICES:					8,870.10	66.02	
PROSECUTION							
01-420-41-00 Attorney Fees							
7022	Moore Smith Buxton & Turcke	85078	prosecution	05/02/2025	16,000.00	.00	
Total 01-420-41-00 Attorney Fees:					16,000.00	.00	
Total PROSECUTION					16,000.00	.00	
POLICE							
01-421-31-00 Postage							
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Police)	04/15/2025	78.19	78.19	04/29/2025
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Police)	04/27/2025	32.82	.00	
Total 01-421-31-00 Postage:					111.01	78.19	
01-421-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: police	05/01/2025	4,748.92	.00	
Total 01-421-33-00 Gas & Oil:					4,748.92	.00	
01-421-34-00 Telephone/Internet							
1284	Century Link	APR-2025	Monthly Statement (Police)	04/16/2025	84.33	84.33	05/05/2025
8078	DataTel	DG-5218	monthly statement - police	05/05/2025	570.15	.00	
11989	IRON	4890	monthly statement - Police	05/01/2025	25.00	.00	
9609	Verizon	APR-2025	monthly charges - police	05/01/2025	1,562.56	.00	
Total 01-421-34-00 Telephone/Internet					2,242.04	84.33	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-421-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Police Dep	04/28/2025	973.26	973.26	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Police Dept)	04/15/2025	181.98	181.98	05/05/2025
Total 01-421-35-00 Utilities:					1,155.24	1,155.24	
01-421-36-00 Repairs & Maint - Office equip							
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	30.97	.00	
10610	CIT	46984562	copier lease - police	04/29/2025	337.15	.00	
Total 01-421-36-00 Repairs & Maint - Office equip:					368.12	.00	
01-421-37-00 Repairs & Maint - Auto							
4184	Commercial Tire	35-93352	wheel alignment	03/17/2025	129.95	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Police	05/01/2025	30.20	.00	
1037	Mountain Home Auto Ranch	285029	repaired vehicle, parts, labor	04/16/2025	715.71	.00	
6353	O'Reilly Auto Parts	3014-470887	radiator	04/11/2025	182.40	.00	
6353	O'Reilly Auto Parts	3014-471943	oil filter	04/18/2025	10.19	.00	
6353	O'Reilly Auto Parts	3014-471949	radiator	04/18/2025	182.40	.00	
6353	O'Reilly Auto Parts	3014-472909	capsule	04/23/2025	51.47	.00	
6353	O'Reilly Auto Parts	3014-473561	wipers	04/27/2025	45.88	.00	
6353	O'Reilly Auto Parts	3014-473575	oil filter	04/28/2025	10.19	.00	
6353	O'Reilly Auto Parts	3014-473897	HVAC actuator	04/30/2025	25.00	.00	
1379	Shorty's Towing	25-03531	police tow	04/21/2025	85.00	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Police)	04/15/2025	15.53	15.53	04/29/2025
Total 01-421-37-00 Repairs & Maint - Auto:					1,119.12	15.53	
01-421-40-00 Repairs & Maint - Building							
11306	Capital One	APR-2025	monthly statement - Police	04/19/2025	33.56	.00	
866	Jim's Lumber Co	APR-2025	Monthly Statement Police	05/01/2025	.83	.00	
Total 01-421-40-00 Repairs & Maint - Building:					34.39	.00	
01-421-43-00 Computer Maint/Software							
11399	Amazon Capital Services	APR-2025	monthly statement - police	05/01/2025	104.48	.00	
11306	Capital One	APR-2025	monthly statement - Police	04/19/2025	136.00	.00	
Total 01-421-43-00 Computer Maint/Software:					240.48	.00	
01-421-52-00 Supplies							
11399	Amazon Capital Services	APR-2025	monthly statement - police	05/01/2025	191.07	.00	
11306	Capital One	APR-2025	monthly statement - Police	04/19/2025	77.47	.00	
10843	Strive Workplace Solutions	WO-196702-1	paper, pens, clipboards	04/24/2025	467.32	.00	
Total 01-421-52-00 Supplies:					735.86	.00	
01-421-53-00 Uniforms and accessories							
11399	Amazon Capital Services	APR-2025	monthly statement - police	05/01/2025	21.99	.00	
5371	Galls, LLC	031102549	Shirts	04/21/2025	165.12	.00	
961	LN Curtis & Sons	INV942750	shirts	04/29/2025	195.86	.00	
961	LN Curtis & Sons	INV944508	pants	05/02/2025	60.19	.00	
961	LN Curtis & Sons	INV944705	pants	05/05/2025	232.40	.00	
Total 01-421-53-00 Uniforms and accessories:					675.56	.00	
01-421-55-00 Printing & Publications							
46	Alexander Clark Printing	27900	custom citation books	04/17/2025	1,092.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-421-55-00 Printing & Publications:					1,092.50	.00	
01-421-56-00 Meetings, Schools & Dues							
12567	Forensic Pieces, Inc.	MAY-2025	shooting reconstruction: nelson	05/01/2025	685.00	.00	
789	Idaho State Police	IN3403	patrol rifle - corea	04/29/2025	375.00	.00	
789	Idaho State Police	IN3411	pistol performance - corea	04/29/2025	125.00	.00	
961	LN Curtis & Sons	INV945027	smokeless powder	05/06/2025	54.00	.00	
12570	Roberts, Terry	MAY-2025	reimburse: airline & rental car fee	05/08/2025	1,276.02	.00	
8052	Salt Lake Wholesale Sports	104291	toxfree marking cartridges, freight	04/28/2025	1,364.75	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Police)	04/15/2025	145.94	145.94	04/29/2025
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Police)	04/27/2025	414.62	.00	
Total 01-421-56-00 Meetings, Schools & Dues:					4,440.33	145.94	
01-421-57-00 Weapons & Ammunition							
961	LN Curtis & Sons	INV938663	impact rounds, single launcher, su	04/17/2025	76.79	.00	
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Police)	04/27/2025	501.44	.00	
Total 01-421-57-00 Weapons & Ammunition:					578.23	.00	
01-421-61-00 Com Policing/SRO Programs							
9302	Wex Bank	APR-2025	monthly statement: police	05/01/2025	45.57	.00	
Total 01-421-61-00 Com Policing/SRO Programs:					45.57	.00	
01-421-64-00 Investigative Expenses							
12566	DetectaChem, Inc.	INV18892	drug test kits	05/08/2025	182.93	.00	
12554	Idaho Central Credit Union	APR-2025	research fee	04/17/2025	20.00	.00	
Total 01-421-64-00 Investigative Expenses:					202.93	.00	
01-421-84-00 Special Events							
11399	Amazon Capital Services	APR-2025	monthly statement - police	05/01/2025	64.45	.00	
11306	Capital One	APR-2025	monthly statement - Police	04/19/2025	315.54	.00	
Total 01-421-84-00 Special Events:					379.99	.00	
01-421-85-00 Miscellaneous							
11306	Capital One	APR-2025	monthly statement - Police	04/19/2025	45.56	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Police)	04/15/2025	61.82	61.82	04/29/2025
Total 01-421-85-00 Miscellaneous:					107.38	61.82	
01-421-90-10 Patrol Expense							
11399	Amazon Capital Services	APR-2025	monthly statement - police	05/01/2025	19.30	.00	
3825	The Radar Shop, Inc	26233	repair radars, parts, labor	04/21/2025	2,059.00	.00	
Total 01-421-90-10 Patrol Expense:					2,078.30	.00	
01-421-99-00 Capital Outlay - Over \$5000							
1037	Mountain Home Auto Ranch	47673	2025 ford explorer	04/24/2025	45,648.00	45,648.00	04/29/2025
Total 01-421-99-00 Capital Outlay - Over \$5000:					45,648.00	45,648.00	
01-421-99-10 Equip Inventory-\$500 to \$5000							
11399	Amazon Capital Services	APR-2025	monthly statement - police	05/01/2025	1,468.95	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Police)	04/15/2025	89.79	89.79	04/29/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Police)	04/27/2025	129.46	.00	
Total 01-421-99-10 Equip Inventory-\$500 to \$5000:					1,688.20	89.79	
Total POLICE:					67,692.17	47,278.84	
ANIMAL CONTROL							
01-422-31-00 Postage							
11497	Quadient Finance USA, Inc	APR-2025B	postage - animal shelter	04/22/2025	8.28	.00	
Total 01-422-31-00 Postage:					8.28	.00	
01-422-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: animal	05/01/2025	161.25	.00	
Total 01-422-33-00 Gas & Oil:					161.25	.00	
01-422-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - animal shelter	05/05/2025	133.25	.00	
11989	IRON	4890	monthly statement - Animal Shelter	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: animal shelter	04/17/2025	7.00	.00	
9609	Verizon	APR-2025	monthly charges - animal shelter	05/01/2025	105.23	.00	
11836	Verizon Connect	364000006522	monthly statement - animal	05/01/2025	17.98	.00	
Total 01-422-34-00 Telephone/Internet:					288.46	.00	
01-422-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Animal Shelter	04/28/2025	467.99	467.99	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Animal Shelter)	04/15/2025	128.64	128.64	05/05/2025
Total 01-422-35-00 Utilities:					596.63	596.63	
01-422-40-00 Repairs & Maint - Building							
9595	Western Exterminator Company	76094385	pest control maintenance	04/28/2025	140.00	.00	
Total 01-422-40-00 Repairs & Maint - Building:					140.00	.00	
01-422-52-00 Supplies							
11399	Amazon Capital Services	APR-2025	monthly statement - animal shelter	05/01/2025	142.78	.00	
Total 01-422-52-00 Supplies:					142.78	.00	
01-422-53-00 Uniforms/Safety Clothing Items							
11399	Amazon Capital Services	APR-2025	monthly statement - animal shelter	05/01/2025	59.98	.00	
Total 01-422-53-00 Uniforms/Safety Clothing Items:					59.98	.00	
01-422-61-00 Contributions-Animal Control							
896	Knight Veterinary Clinic	1823761	spay	04/14/2025	253.65	.00	
Total 01-422-61-00 Contributions-Animal Control:					253.65	.00	
01-422-67-00 Animal Supplies							
2432	Hill's Pet Nutrition Sales	253121464	cat food	04/29/2025	58.84	.00	
Total 01-422-67-00 Animal Supplies:					58.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ANIMAL CONTROL:					1,709.87	596.63	
FIRE DEPARTMENT							
01-423-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: fire	05/01/2025	352.14	.00	
Total 01-423-33-00 Gas & Oil:					352.14	.00	
01-423-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - fire	05/05/2025	88.01	.00	
11989	IRON	4890	monthly statement - Fire	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: fire	04/17/2025	7.00	.00	
9609	Verizon	APR-2025	monthly charges - fire	05/01/2025	68.94	.00	
Total 01-423-34-00 Telephone/Internet:					188.95	.00	
01-423-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Fire Dept	04/28/2025	363.05	363.05	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Fire Dept)	04/15/2025	221.83	221.83	05/05/2025
Total 01-423-35-00 Utilities:					584.88	584.88	
01-423-36-00 Repairs & Maint - Equipment							
11306	Capital One	APR-2025	monthly statement - Fire	04/19/2025	56.40	.00	
961	LN Curtis & Sons	INV934874	helmets	04/08/2025	205.62	.00	
1430	Standard Plumbing Supply Co	YLZN20	utility lighters	04/28/2025	14.98	.00	
1430	Standard Plumbing Supply Co	YMHR58	drill bits	04/30/2025	13.98	.00	
Total 01-423-36-00 Repairs & Maint - Equipment:					290.98	.00	
01-423-37-00 Repairs & Maint - Trucks							
644	Cox Signs	32090	truck graphics	04/23/2025	1,814.00	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Fire	05/01/2025	33.08	.00	
Total 01-423-37-00 Repairs & Maint - Trucks:					1,847.08	.00	
01-423-40-00 Repairs & Maint - Building							
11399	Amazon Capital Services	APR-2025	monthly statement - fire	05/01/2025	229.20	.00	
Total 01-423-40-00 Repairs & Maint - Building:					229.20	.00	
01-423-40-50 Janitorial Service							
11016	Prestige Janitorial Co	MAY-2025	cleaning services: fire	05/01/2025	100.00	.00	
Total 01-423-40-50 Janitorial Service:					100.00	.00	
01-423-43-00 Computer Maintenance/Software							
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Fire)	04/15/2025	263.88	263.88	04/29/2025
Total 01-423-43-00 Computer Maintenance/Software:					263.88	263.88	
01-423-52-00 Supplies							
11497	Quadient Finance USA, Inc	APR-2025B	postage - fire	04/22/2025	.69	.00	
Total 01-423-52-00 Supplies:					.69	.00	
01-423-53-00 Uniforms/Safety Clothing Items							
961	LN Curtis & Sons	INV938695	patches	04/17/2025	360.00	.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:					360.00	.00	
01-423-56-00 Meetings, Schools & Dues							
11937	Elmore Ambulance Service	04302025-MHF	BLS E card certification	04/30/2025	105.00	.00	
961	LN Curtis & Sons	INV943966	smoke fluid	04/30/2025	537.72	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Fire)	04/15/2025	343.59	343.59	04/29/2025
Total 01-423-56-00 Meetings, Schools & Dues:					986.31	343.59	
01-423-99-10 Equip Inventory-\$500 to \$5000							
961	LN Curtis & Sons	INV939108	structure boots	04/18/2025	2,226.60	.00	
Total 01-423-99-10 Equip Inventory-\$500 to \$5000:					2,226.60	.00	
Total FIRE DEPARTMENT:					7,430.71	1,192.35	
PARKS DEPARTMENT							
01-438-32-00 Drug Testing							
10016	St Luke's Health System	2645533	collection fee - salas	04/10/2025	15.00	.00	
Total 01-438-32-00 Drug Testing:					15.00	.00	
01-438-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: parks	05/01/2025	669.18	.00	
9302	Wex Bank	APR-2025	monthly statement: parks off road	05/01/2025	1,269.10	.00	
Total 01-438-33-00 Gas & Oil:					1,938.28	.00	
01-438-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - park	05/05/2025	104.37	.00	
11989	IRON	4890	monthly statement - Parks	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: Parks	04/17/2025	10.50	.00	
9609	Verizon	APR-2025	monthly charges - parks	05/01/2025	348.17	.00	
11836	Verizon Connect	364000006522	monthly statement - parks	05/01/2025	87.78	.00	
Total 01-438-34-00 Telephone/Internet:					575.82	.00	
01-438-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Park Dept	04/28/2025	1,880.74	1,880.74	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Parks)	04/15/2025	122.94	122.94	05/05/2025
Total 01-438-35-00 Utilities:					2,003.68	2,003.68	
01-438-36-00 Repairs & Maint - Equipment							
6	A to Z Lumber Co	124541	backpack sprayer	04/08/2025	799.99	.00	
6	A to Z Lumber Co	124550	repair mower, trimmer	04/10/2025	433.47	.00	
6	A to Z Lumber Co	124588	repair mower	04/17/2025	61.25	.00	
6	A to Z Lumber Co	124596	repair hustler 2 turn, starter, freight	04/18/2025	251.45	.00	
6	A to Z Lumber Co	124627	repair edger, pressure washer	04/23/2025	288.34	.00	
11399	Amazon Capital Services	APR-2025	monthly statement - park	05/01/2025	540.56	.00	
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	37.58	.00	
692	Hiler Bros. Co	0114187CT	fuel tank filter element	04/29/2025	17.88	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Parks	05/01/2025	8.45	.00	
6353	O'Reilly Auto Parts	3014-465998	fuel treatment	03/13/2025	34.47	.00	
Total 01-438-36-00 Repairs & Maint - Equipment:					2,473.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-438-36-10 Copier Lease							
10610	CIT	46984562	copier lease - parks	04/29/2025	170.67	.00	
Total 01-438-36-10 Copier Lease:					170.67	.00	
01-438-37-00 Repairs & Maint - Trucks							
692	Hiler Bros. Co	0114223	washer fluid	05/01/2025	9.78	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Parks	05/01/2025	7.10	.00	
Total 01-438-37-00 Repairs & Maint - Trucks:					16.88	.00	
01-438-38-00 Portable Service Contract							
8029	United Site Services	114-14047738	portable restroom service - dog p	04/16/2025	115.00	.00	
8029	United Site Services	114-14047739	portable restroom service - optimi	04/16/2025	135.00	.00	
8029	United Site Services	114-14047740	portable restroom service - dog p	04/16/2025	115.00	.00	
8029	United Site Services	114-14047741	portable restroom service - optimi	04/16/2025	115.00	.00	
8029	United Site Services	114-14047742	portable restroom service - richard	04/16/2025	115.00	.00	
8029	United Site Services	114-14047743	portable restroom service - ne cin	04/16/2025	115.00	.00	
8029	United Site Services	114-14047745	portable restroom service - frontie	04/16/2025	115.00	.00	
8029	United Site Services	114-14047746	portable restroom service - carl mi	04/16/2025	135.00	.00	
8029	United Site Services	114-14047747	portable restroom service - legac	04/16/2025	115.00	.00	
8029	United Site Services	114-14047748	portable restroom service - legac	04/16/2025	135.00	.00	
8029	United Site Services	114-14047749	portable restroom service - legac	04/16/2025	135.00	.00	
8029	United Site Services	114-14047750	portable restroom service - railroa	04/16/2025	135.00	.00	
8029	United Site Services	114-14048837	portable restroom service - richard	04/18/2025	115.00	.00	
8029	United Site Services	114-14052980	portable restroom service - basqu	04/28/2025	115.00	.00	
8029	United Site Services	114-14052982	portable restroom service - carl mi	04/28/2025	115.00	.00	
8029	United Site Services	114-14052983	portable restroom service - legac	04/28/2025	345.00	.00	
8029	United Site Services	114-14052984	portable restroom service - railroa	04/28/2025	115.00	.00	
8029	United Site Services	114-14052985	portable restroom service - railroa	04/28/2025	115.00	.00	
8029	United Site Services	114-14052986	portable restroom service - stonet	04/28/2025	115.00	.00	
8029	United Site Services	114-14052987	portable restroom service - legac	04/28/2025	135.00	.00	
8029	United Site Services	114-14052988	portable restroom service - legac	04/28/2025	115.00	.00	
8029	United Site Services	114-14052989	portable restroom service - rosew	04/28/2025	115.00	.00	
8029	United Site Services	114-14052990	portable restroom service - railroa	04/28/2025	115.00	.00	
Total 01-438-38-00 Portable Service Contract:					2,995.00	.00	
01-438-40-00 Repairs & Maint - Bldgs & Grnd							
10104	A Steady Flow Plumbing	45891	water heater	04/09/2025	492.01	.00	
6	A to Z Lumber Co	124630	edger blade	04/23/2025	19.99	.00	
6	A to Z Lumber Co	124663	screws	05/01/2025	48.99	.00	
2599	Agri-Lines Irrigation Inc	INV134548	clamps	05/05/2025	18.54	.00	
11399	Amazon Capital Services	APR-2025	monthly statement - park	05/01/2025	53.64	.00	
11306	Capital One	APR-2025	monthly statement - Park	04/19/2025	118.86	.00	
3265	Cintas Corporation	4227516499	refill soap, toilet tissue, papertowe	04/16/2025	98.00	.00	
3265	Cintas Corporation	4227516530	refill soap, toilet tissue, papertowe	04/16/2025	76.49	.00	
3265	Cintas Corporation	4227516584	refill soap, toilet tissue, papertowe	04/16/2025	98.00	.00	
3265	Cintas Corporation	4227516602	refill soap, toilet tissue, papertowe	04/16/2025	98.00	.00	
3265	Cintas Corporation	4229066238	refill soap, toilet tissue, papertowe	04/30/2025	98.00	.00	
3265	Cintas Corporation	4229066247	refill soap, toilet tissue, papertowe	04/30/2025	98.00	.00	
3265	Cintas Corporation	4229066278	refill soap, toilet tissue, papertowe	04/30/2025	98.00	.00	
3265	Cintas Corporation	4229066286	refill soap, toilet tissue, papertowe	04/30/2025	76.49	.00	
706	Horizon	3L248640	tees, syringe suction pump, pvc c	04/29/2025	341.35	.00	
848	J & J Heating & Cooling	3529	replace weather proof outlet on po	04/16/2025	235.65	.00	
866	Jim's Lumber Co	APR-2025	Monthly Statement Parks	05/01/2025	162.97	.00	
12030	Mountainland Supply Company	S106876483.0	sprinklers, modules, nipples, elbo	04/18/2025	1,196.90	.00	
1430	Standard Plumbing Supply Co	YDT686	poly pipe	02/27/2025	67.58	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1430	Standard Plumbing Supply Co	YJK399	connector, hose mender, utility kni	04/04/2025	35.57	.00	
1430	Standard Plumbing Supply Co	YKB819	paracord	04/10/2025	16.99	.00	
1430	Standard Plumbing Supply Co	YKJB19	red hot blue glue	04/14/2025	15.85	.00	
1430	Standard Plumbing Supply Co	YKMR19	pipe, couplings, elbows, cap slips	04/15/2025	104.14	.00	
1430	Standard Plumbing Supply Co	YKMW09	elbow	04/15/2025	3.49	.00	
1430	Standard Plumbing Supply Co	YKNP29	couplings, elbows	04/15/2025	11.56	.00	
1430	Standard Plumbing Supply Co	YKNY60	elbows, bubblers, slip cap, swing	04/15/2025	104.81	.00	
1430	Standard Plumbing Supply Co	YKR910	lubricant, sprinkler valve, rubber st	04/16/2025	89.66	.00	
1430	Standard Plumbing Supply Co	YKXN23	clamps	04/18/2025	15.16	.00	
1430	Standard Plumbing Supply Co	YLFJ17	ball valves, gate valve, male adap	04/21/2025	133.83	.00	
1430	Standard Plumbing Supply Co	YLFK82	primer, solvent cement	04/21/2025	29.98	.00	
1430	Standard Plumbing Supply Co	YLJ469	elbows, couplers, clamps, pvc pip	04/22/2025	107.86	.00	
1430	Standard Plumbing Supply Co	YLL490	glue	04/22/2025	24.43	.00	
1430	Standard Plumbing Supply Co	YLPW03	couplings	04/24/2025	8.91	.00	
1430	Standard Plumbing Supply Co	YLZV78	loop chain, snap link, rope	04/28/2025	36.04	.00	
1430	Standard Plumbing Supply Co	YMLQ60	valve box, valve cover	05/01/2025	39.78	.00	
1430	Standard Plumbing Supply Co	YMMX73	nuts, bolts, rings, cable clamp	05/02/2025	18.48	.00	
1430	Standard Plumbing Supply Co	YMPD86	nuts, bolts, rings, rope clip	05/02/2025	16.74	.00	
1430	Standard Plumbing Supply Co	YMW90	boiler valve, bushings, nipples, ad	05/05/2025	18.54	.00	
1653	Yard Creations	5706680	paver base	04/22/2025	100.00	.00	
1653	Yard Creations	5706699	root stimulator, potting soil, hangin	04/24/2025	3,302.50	.00	
Total 01-438-40-00 Repairs & Maint - Bldgs & Grnd:					7,731.78	.00	
01-438-40-15 Tree replacement and Care							
1653	Yard Creations	5706719	trees	04/25/2025	275.00	.00	
Total 01-438-40-15 Tree replacement and Care:					275.00	.00	
01-438-52-00 Supplies							
599	Gem State Paper & Supply Co	3104473	paper towels, garbage bags	04/09/2025	161.08	.00	
Total 01-438-52-00 Supplies:					161.08	.00	
01-438-53-00 Uniform/Safety Clothing Items							
11399	Amazon Capital Services	APR-2025	monthly statement - park	05/01/2025	95.40	.00	
411	D & B Supply	APR-2025	Monthly Statement-Parks	05/01/2025	369.93	.00	
3500	Pedroza, Miguel	APR-2025	reimbursement: clothing	04/13/2025	179.97	.00	
7488	Sonnentag, Stephanie	APR-2025D	hat embroidery	04/12/2025	180.00	.00	
1430	Standard Plumbing Supply Co	YKR673	gloves	04/16/2025	9.92	.00	
Total 01-438-53-00 Uniform/Safety Clothing Items:					835.22	.00	
01-438-70-00 Weed Killer & Fertilizer							
411	D & B Supply	APR-2025	Monthly Statement-Parks	05/01/2025	97.98	.00	
1430	Standard Plumbing Supply Co	YLBQ15	round up	04/24/2025	20.57	.00	
Total 01-438-70-00 Weed Killer & Fertilizer:					118.55	.00	
01-438-72-00 Tools & Supplies							
1430	Standard Plumbing Supply Co	YBN936	scraper, respirator	02/04/2025	51.98	.00	
1430	Standard Plumbing Supply Co	YCYN53	wet/dry vac	02/19/2025	98.99	.00	
1430	Standard Plumbing Supply Co	YKZ663	slip tape, glasses	04/18/2025	49.18	.00	
Total 01-438-72-00 Tools & Supplies:					200.15	.00	
01-438-99-20 Lease/Purchase equipment							
6720	Mountain West Bank	MAY-2025	principal & interest	05/01/2025	9,197.27	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-438-99-20 Lease/Purchase equipment:					9,197.27	.00	
Total PARKS DEPARTMENT:					28,707.82	2,003.68	
Total GENERAL FUND:					185,849.17	53,484.60	
STREET DEPARTMENT							
STREET DEPARTMENT							
02-431-23-20 Street Patching							
8755	Idaho Materials & Construction	6590084	asphalt	04/23/2025	281.30	.00	
8282	Sunroc Corporation	41400270	aspalt	04/17/2025	757.89	.00	
8282	Sunroc Corporation	41401756	aspalt	04/23/2025	771.75	.00	
8282	Sunroc Corporation	41402500	aspalt	04/25/2025	1,397.34	.00	
Total 02-431-23-20 Street Patching:					3,208.28	.00	
02-431-24-10 Right of Way Improv-Sidewalks							
1659	Ytuarte Concrete	1921	remove & replace driveway, curb	04/16/2025	2,100.00	.00	
1659	Ytuarte Concrete	1926	curb & gutter repair @ 1000 Ameri	05/02/2025	2,750.00	.00	
Total 02-431-24-10 Right of Way Improv-Sidewalks:					4,850.00	.00	
02-431-24-15 50/50 Sidewalk Repair							
1659	Ytuarte Concrete	1921	remove & replace driveway, curb	04/16/2025	2,500.00	.00	
Total 02-431-24-15 50/50 Sidewalk Repair:					2,500.00	.00	
02-431-32-00 Immunizations/Testing							
10016	St Luke's Health System	2645533	collection fee - lieber	04/10/2025	15.00	.00	
Total 02-431-32-00 Immunizations/Testing:					15.00	.00	
02-431-33-00 Gas & Oil							
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Streets	05/01/2025	21.52	.00	
9302	Wex Bank	APR-2025	monthly statement: streets	05/01/2025	1,094.04	.00	
9302	Wex Bank	APR-2025	monthly statement: streets off roa	05/01/2025	286.53	.00	
Total 02-431-33-00 Gas & Oil:					1,402.09	.00	
02-431-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - street	05/05/2025	83.83	.00	
11989	IRON	4890	monthly statement - Streets	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: Streets	04/17/2025	7.00	.00	
9609	Verizon	APR-2025	monthly charges - streets	05/01/2025	247.75	.00	
11836	Verizon Connect	364000006522	monthly statement - streets	05/01/2025	185.53	.00	
Total 02-431-34-00 Telephone/Internet:					549.11	.00	
02-431-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Street Oiling	04/28/2025	92.00	92.00	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Streets)	04/15/2025	86.35	86.35	05/05/2025
Total 02-431-35-00 Utilities:					178.35	178.35	
02-431-36-00 Repairs & Maint - Equipment							
8936	AutoZone	04127754021	fuses, lights, dorman but connecto	04/29/2025	95.01	.00	
411	D & B Supply	APR-2025	Monthly Statement-Streets	05/01/2025	19.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Streets	05/01/2025	61.49	.00	
12133	Topcon Solutions Store	90334976	subscription renewal magnet field	04/17/2025	271.67	.00	
Total 02-431-36-00 Repairs & Maint - Equipment					448.15	.00	
02-431-37-00 Repairs & Maint - Trucks							
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Streets	05/01/2025	95.67	.00	
Total 02-431-37-00 Repairs & Maint - Trucks					95.67	.00	
02-431-40-00 Repairs&Maint-Building/Grounds							
866	Jim's Lumber Co	APR-2025	Monthly Statement Streets	05/01/2025	25.99	.00	
Total 02-431-40-00 Repairs&Maint-Building/Grounds					25.99	.00	
02-431-40-30 Janitorial Service							
11016	Prestige Janitorial Co	MAY-2025	cleaning services: streets	05/01/2025	120.00	.00	
Total 02-431-40-30 Janitorial Service:					120.00	.00	
02-431-41-00 Professional Services							
852	J J Howard Engineering	2311	parcel split	04/25/2025	2,600.00	.00	
878	Keller Associates	214010-012-02	Transportation- General Engineeri	04/15/2025	196.25	.00	
Total 02-431-41-00 Professional Services:					2,796.25	.00	
02-431-52-00 Supplies							
11306	Capital One	APR-2025	monthly statement - Street	04/19/2025	54.91	.00	
Total 02-431-52-00 Supplies:					54.91	.00	
02-431-52-10 Computer Maint/Software							
11399	Amazon Capital Services	APR-2025	monthly statement - streets	05/01/2025	208.98	.00	
5969	Dell Marketing L P.	10812441314	dell pro slim QCS1255	04/29/2025	1,292.41	.00	
Total 02-431-52-10 Computer Maint/Software:					1,501.39	.00	
02-431-72-00 Tools & Supplies							
411	D & B Supply	APR-2025	Monthly Statement-Streets	05/01/2025	121.92	.00	
1430	Standard Plumbing Supply Co	YKRH52	connectors, jet nozzle	04/16/2025	33.97	.00	
1430	Standard Plumbing Supply Co	YLY053	batteries	04/28/2025	17.98	.00	
1430	Standard Plumbing Supply Co	YMVP04	master key blank, nuts, bolts	05/05/2025	12.73	.00	
Total 02-431-72-00 Tools & Supplies:					186.60	.00	
Total STREET DEPARTMENT:					17,931.79	178.35	
Total STREET DEPARTMENT:					17,931.79	178.35	
STREET LIGHTING FUND							
STREET LIGHTING							
03-431-35-00 Street Light Fund - Power Cost							
779	Idaho Power Co	APR-2025	Monthly Statement-Street Lighting	04/28/2025	11,544.28	11,544.28	05/05/2025
Total 03-431-35-00 Street Light Fund - Power Cost:					11,544.28	11,544.28	
Total STREET LIGHTING:					11,544.28	11,544.28	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total STREET LIGHTING FUND:					11,544.28	11,544.28	
CEMETERY FUND							
CEMETERY							
04-442-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: cemetery	05/01/2025	526.10	.00	
Total 04-442-33-00 Gas & Oil:					526.10	.00	
04-442-34-00 Telephone/Internet							
9609	Verizon	APR-2025	monthly charges - cemetery	05/01/2025	42.56	.00	
Total 04-442-34-00 Telephone/Internet:					42.56	.00	
04-442-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Cemetery	04/28/2025	302.33	302.33	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Cemetery)	04/15/2025	29.74	29.74	05/05/2025
Total 04-442-35-00 Utilities:					332.07	332.07	
04-442-36-00 Repairs & Maint - Equipment							
6	A to Z Lumber Co	124624	repair trimmer	04/23/2025	135.43	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Cemetery	05/01/2025	172.13	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Cemetery)	04/15/2025	15.53	15.53	04/29/2025
Total 04-442-36-00 Repairs & Maint - Equipment:					323.09	15.53	
04-442-38-00 Portable Service Contract							
8029	United Site Services	114-14047744	portable restroom service - cemet	04/16/2025	135.00	.00	
Total 04-442-38-00 Portable Service Contract:					135.00	.00	
04-442-40-00 Repairs & Maint - Bldgs & Grnd							
6	A to Z Lumber Co	124559	batteries	04/11/2025	18.99	.00	
12015	Big E's Services, LLC	805	landscape	04/24/2025	1,675.00	.00	
12390	Mount Olympus	24331815 0426	water, cooler rent	04/26/2025	11.00	.00	
1123	Norco Inc	0043094975	contact tip, glasses, steel	03/14/2025	131.92	.00	
1430	Standard Plumbing Supply Co	YCJB76	power strip, connector, plug	02/12/2025	52.95	.00	
1430	Standard Plumbing Supply Co	YJQY06	coupling, gloves, poly pipe	04/08/2025	83.91	.00	
1430	Standard Plumbing Supply Co	YJWP43	elbows, nipples, nipple extractor t	04/09/2025	113.03	.00	
1430	Standard Plumbing Supply Co	YJWR51	nipples	04/09/2025	18.78	.00	
1430	Standard Plumbing Supply Co	YJYT89	coupling, elbows, tees	04/10/2025	51.25	.00	
1430	Standard Plumbing Supply Co	YKJ963	elbows, bushings, nipples	04/14/2025	29.04	.00	
1430	Standard Plumbing Supply Co	YKP413	sprinklers	04/15/2025	65.52	.00	
Total 04-442-40-00 Repairs & Maint - Bldgs & Grnd:					2,251.39	.00	
04-442-70-00 Weed Killer & Fertilizer							
411	D & B Supply	APR-2025	Monthly Statement-Cemetery	05/01/2025	182.97	.00	
Total 04-442-70-00 Weed Killer & Fertilizer:					182.97	.00	
04-442-72-00 Tools & Supplies							
6	A to Z Lumber Co	124525	crimping tool	04/07/2025	59.99	.00	
1430	Standard Plumbing Supply Co	YJBY53	cut wheel, cut disc	04/02/2025	21.16	.00	
Total 04-442-72-00 Tools & Supplies:					81.15	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
04-442-99-00 Capital Outlay - Over \$5000							
12015	Big E's Services, LLC	796B	fence installation - remaining bala	04/18/2025	25,957.63	.00	
Total 04-442-99-00 Capital Outlay - Over \$5000:					25,957.63	.00	
Total CEMETERY:					29,831.96	347.60	
Total CEMETERY FUND:					29,831.96	347.60	
RECREATION FUND							
05-350-10-00 Individual Program Classes							
12487	Horn, Marquette	APR-2025	refund: wreath class, edwards gr	04/17/2025	30.00	.00	
Total 05-350-10-00 Individual Program Classes:					30.00	.00	
Total :					30.00	.00	
RECREATION DEPARTMENT							
05-439-10-30 Seasonal Hourly							
12525	Fogleman, Charles	APR-2025	spring break, soccer	04/24/2025	351.00	.00	
12526	Portlock, Saxton	MAY-2025	spring break trip	05/02/2025	149.50	.00	
Total 05-439-10-30 Seasonal Hourly:					500.50	.00	
05-439-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: rec	05/01/2025	310.97	.00	
Total 05-439-33-00 Gas & Oil:					310.97	.00	
05-439-34-00 Telephone/Internet							
1284	Century Link	APR-2025	Monthly Statement (Rec)	04/16/2025	30.54	30.54	05/05/2025
8078	DataTel	DG-5218	monthly statement - recreation	05/05/2025	104.38	.00	
11989	IRON	4890	monthly statement - Recreation	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: rec	04/17/2025	10.50	.00	
9609	Verizon	APR-2025	monthly charges - recreation	05/01/2025	259.29	.00	
11836	Verizon Connect	364000006522	monthly statement - rec	05/01/2025	95.33	.00	
Total 05-439-34-00 Telephone/Internet:					525.04	30.54	
05-439-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Rec Dept	04/28/2025	748.18	748.18	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Rec)	04/15/2025	251.73	251.73	05/05/2025
Total 05-439-35-00 Utilities:					999.91	999.91	
05-439-36-00 Repairs & Maint - Equipment							
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	37.59	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Rec)	04/15/2025	102.42	102.42	04/29/2025
Total 05-439-36-00 Repairs & Maint - Equipment:					140.01	102.42	
05-439-36-10 Copier Lease							
10610	CIT	46984562	copier lease - rec	04/29/2025	170.68	.00	
Total 05-439-36-10 Copier Lease:					170.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
05-439-37-00 Repairs & Maint - Auto							
10580	Lock Doc & Key 911	318268	keys	04/22/2025	20.00	.00	
Total 05-439-37-00 Repairs & Maint - Auto:					20.00	.00	
05-439-38-00 Individual Program Expenses							
12515	Alvarez, Alejandro	APR-2025	gym monitor, ref	04/23/2025	240.50	.00	
11399	Amazon Capital Services	APR-2025	monthly statement - recreation	05/01/2025	1,038.86	.00	
11306	Capital One	APR-2025	monthly statement - Rec	04/19/2025	452.63	.00	
6638	SST's	203556	t-shirts	04/07/2025	4,742.00	.00	
6638	SST's	203562	screenprint	05/05/2025	733.25	.00	
1430	Standard Plumbing Supply Co	YKND45	screws, nuts, bolts	04/15/2025	17.68	.00	
1430	Standard Plumbing Supply Co	YLK23	spike nail	04/23/2025	26.99	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Rec)	04/15/2025	624.82	624.82	04/29/2025
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Rec)	04/27/2025	245.91	.00	
Total 05-439-38-00 Individual Program Expenses:					8,122.64	624.82	
05-439-38-05 Team Sports							
11399	Amazon Capital Services	APR-2025	monthly statement - recreation	05/01/2025	747.38	.00	
11306	Capital One	APR-2025	monthly statement - Rec	04/19/2025	82.04	.00	
6638	SST's	203555	t-shirts	04/07/2025	6,227.36	.00	
1430	Standard Plumbing Supply Co	YKQ699	spike nail	04/16/2025	26.99	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Rec)	04/15/2025	19.53	19.53	04/29/2025
Total 05-439-38-05 Team Sports:					7,103.30	19.53	
05-439-38-10 Adventure Camp Expenses							
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Rec)	04/15/2025	166.00	166.00	04/29/2025
Total 05-439-38-10 Adventure Camp Expenses:					166.00	166.00	
05-439-39-00 Officials-Instructors							
12552	Corbus, Autumn	APR-2025	craft class	04/23/2025	60.00	.00	
12142	Peterson, Kadiranna	APR-2025	purple up, ref training	04/23/2025	91.00	.00	
Total 05-439-39-00 Officials-Instructors:					151.00	.00	
05-439-40-10 Janitorial Service & Supplies							
10795	Delgado-Alcantar, Blanca Lidia	APR-2025B	cleaning @ parks & rec office, goo	05/01/2025	600.00	.00	
Total 05-439-40-10 Janitorial Service & Supplies:					600.00	.00	
05-439-42-00 Good Council Hall-Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Good Counsel	04/28/2025	161.24	161.24	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Rec-Good Co	04/15/2025	191.33	191.33	05/05/2025
Total 05-439-42-00 Good Council Hall-Utilities:					352.57	352.57	
05-439-42-05 Good Council Hall-Bldgs&Grnds							
5999	Paige Mechanical Group, Inc	43127	service plumbing labor	12/30/2024	679.18	.00	
Total 05-439-42-05 Good Council Hall-Bldgs&Grnds:					679.18	.00	
05-439-43-00 Computer Maint/Software							
11399	Amazon Capital Services	APR-2025	monthly statement - recreation	05/01/2025	237.98	.00	
5969	Dell Marketing L.P.	10812031625	dell pro slim QCS1255	04/26/2025	2,584.82	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 05-439-43-00 Computer Maint/Software:					2,822.80	.00	
05-439-52-00 Supplies							
11306	Capital One	APR-2025	monthly statement - Rec	04/19/2025	165.99	.00	
599	Gem State Paper & Supply Co	3104473	paper towels, garbage bags	04/09/2025	161.09	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Rec)	04/15/2025	68.39	68.39	04/29/2025
Total 05-439-52-00 Supplies:					395.47	68.39	
05-439-55-00 Publicity							
780	Idaho Press Tribune	042519834	copies	04/30/2025	844.02	.00	
Total 05-439-55-00 Publicity:					844.02	.00	
05-439-76-00 Youth Programs-Youth Center							
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Rec)	04/15/2025	147.50	147.50	04/29/2025
Total 05-439-76-00 Youth Programs-Youth Center:					147.50	147.50	
05-439-78-00 Holiday Breaks for Kids							
11306	Capital One	APR-2025	monthly statement - Rec	04/19/2025	95.06	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Rec)	04/15/2025	534.33	534.33	04/29/2025
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Rec)	04/27/2025	555.88	.00	
Total 05-439-78-00 Holiday Breaks for Kids:					1,185.27	534.33	
05-439-85-86 Grant Match-Land/Water							
12015	Big E's Services, LLC	804	landscape	04/24/2025	1,825.00	.00	
9643	Core & Main	W856352	basin sump boxes	04/29/2025	163.68	.00	
8755	Idaho Materials & Construction	6592131	road base	04/25/2025	97.54	.00	
852	J J Howard Engineering	2303	verify elevation of drain, layout ne	04/25/2025	2,295.00	.00	
866	Jim's Lumber Co	APR-2025	Monthly Statement Rec	05/01/2025	233.79	.00	
5333	Jose Pedroza Construction	885	steps - materials & installation, ve	03/27/2025	34,842.56	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Rec	05/01/2025	28.34	.00	
5999	Paige Mechanical Group, Inc	44849	pool construction	04/30/2025	12,583.37	.00	
1430	Standard Plumbing Supply Co	YKWP97	rod clamp	04/17/2025	32.45	.00	
1430	Standard Plumbing Supply Co	YLRQ42	nuts, bolts, copper tubing	04/25/2025	47.25	.00	
1430	Standard Plumbing Supply Co	YLYV03	conduit couplings	04/28/2025	7.12	.00	
12318	Texas Aquatic Construction	APR-2025	swimming pool construction	04/30/2025	140,138.20	.00	
1659	Yuarte Concrete	1907B	concrete new pool, sidewalk, conc	04/28/2025	75,515.00	.00	
1659	Yuarte Concrete	1924	drain boxes in pool parking lot	04/28/2025	5,000.00	.00	
Total 05-439-85-86 Grant Match-Land/Water:					272,809.30	.00	
05-439-97-00 Concessions/Special events							
12390	Mount Olympus	24331647 0426	water, cooler rent	04/26/2025	147.10	.00	
Total 05-439-97-00 Concessions/Special events:					147.10	.00	
Total RECREATION DEPARTMENT:					298,193.26	3,046.01	
Total RECREATION FUND:					298,223.26	3,046.01	
LIBRARY FUND							
LIBRARY							
06-461-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - library	05/05/2025	277.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11142	Fatbeam	APR-2025 LIB	internet service	04/01/2025	301.00	.00	
10162	T-Mobile	APR-2025 LIB	mobile hotspots	04/01/2025	1,289.45	.00	
9609	Verizon	APR-2025	monthly charges - library	05/01/2025	161.77	.00	
Total 06-461-34-00 Telephone/Internet:					2,029.69	.00	
06-461-36-00 Repairs & Maint - Equipment							
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	149.63	.00	
Total 06-461-36-00 Repairs & Maint - Equipment:					149.63	.00	
06-461-36-10 Equipment Lease							
10610	CIT	46984562	copier lease - library	04/29/2025	348.13	.00	
10771	Quadient Leasing USA, Inc	APR-2025 LIB	Postage lease	04/01/2025	382.53	.00	
Total 06-461-36-10 Equipment Lease:					730.66	.00	
06-461-40-00 Repairs & Maint - Bldgs & Grnd							
3265	Cintas Corporation	APR-2025 LIB	first aid supplies	04/01/2025	142.08	.00	
411	D & B Supply	APR-2025	Monthly Statement-Library	05/01/2025	64.99	.00	
987	Master Electric Inc	APR-2025 LIB	maintenance & outlet installation	04/01/2025	2,568.72	.00	
1430	Standard Plumbing Supply Co	APR-2025 LIB	interior building repair supplies	04/01/2025	61.22	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Library)	04/15/2025	1,185.55	1,185.55	04/29/2025
Total 06-461-40-00 Repairs & Maint - Bldgs & Grnd:					4,022.56	1,185.55	
06-461-40-10 Rep & Maint Bldg /Janitor							
445	Diamond Laundry	APR-2025 LIB	mat & rag service	04/01/2025	88.00	.00	
11795	Shinobi Window Cleaning	APR-2025 LIB	quarterly exterior window cleaning	04/01/2025	235.00	.00	
Total 06-461-40-10 Rep & Maint Bldg /Janitor:					323.00	.00	
06-461-43-00 Computer Maintenance/Software							
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Library)	04/27/2025	204.95	.00	
Total 06-461-43-00 Computer Maintenance/Software:					204.95	.00	
06-461-52-00 Supplies							
11399	Amazon Capital Services	APR-2025	monthly statement - library	05/01/2025	292.07	.00	
Total 06-461-52-00 Supplies:					292.07	.00	
06-461-52-25 Passport Supplies/Expenses							
11497	Quadient Finance USA, Inc	APR-2025 LIB	postage	04/01/2025	149.49	.00	
Total 06-461-52-25 Passport Supplies/Expenses:					149.49	.00	
06-461-56-00 Meetings, Schools & Dues							
10622	Hochstrasser, Shasta	APR-2025	mileage: quarterly lynx director's	04/18/2025	119.70	.00	
11703	Mann, Jessica	APR-2025	mileage: meals on wheels	04/14/2025	14.42	.00	
Total 06-461-56-00 Meetings, Schools & Dues:					134.12	.00	
06-461-76-00 Programming							
11399	Amazon Capital Services	APR-2025	monthly statement - library	05/01/2025	913.53	.00	
11306	Capital One	APR-2025	monthly statement - Library	04/19/2025	153.49	.00	
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Library)	04/15/2025	147.70	147.70	04/29/2025
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Library)	04/27/2025	24.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 06-461-76-00 Programming:					1,239.67	147.70	
06-461-78-00 Books, Magazines, AV, Software							
12514	Cengage Learning Inc / Gale	APR-2025 LIB	new releases, requests, backorde	04/01/2025	243.97	.00	
813	Ingram Library Sales	APR-2025 LIB	new releases and requests & bac	04/01/2025	196.74	.00	
9767	Midwest Tape, LLC	APR-2025 LIB	new releases, requests, backorde	04/01/2025	44.99	.00	
1048	Mountain Home News	APR-2025 LIB	annual periodical subscriptions	04/01/2025	115.14	.00	
9375	Rivistas Subscription Services	APR-2025 LIB	annual magazine subscriptions	04/01/2025	3,592.61	.00	
Total 06-461-78-00 Books, Magazines, AV, Software:					4,193.45	.00	
06-461-85-10 Coffee Bar Express							
11306	Capital One	APR-2025	monthly statement - Library	04/19/2025	389.69	.00	
Total 06-461-85-10 Coffee Bar Express:					389.69	.00	
06-461-90-00 Contributions - Private							
11399	Amazon Capital Services	APR-2025	monthly statement - library	05/01/2025	67.83	.00	
Total 06-461-90-00 Contributions - Private:					67.83	.00	
06-461-96-00 Grants							
12568	Mann, Riley	APR-2025 LIB	teen teach tech instructor	04/01/2025	2,660.00	.00	
12569	Nenia, William	APR-2025 LIB	teen teach tech instructor	04/01/2025	40.00	.00	
Total 06-461-96-00 Grants:					2,700.00	.00	
06-461-99-00 Capital Outlay - Over \$5000							
6286	Axtell Painting, Inc.	APR-2025 LIB	exterior painting deposit	04/01/2025	8,000.00	.00	
Total 06-461-99-00 Capital Outlay - Over \$5000:					8,000.00	.00	
Total LIBRARY:					24,626.81	1,333.25	
Total LIBRARY FUND:					24,626.81	1,333.25	
AIRPORT FUND							
AIRPORT							
07-437-34-00 Telephone/Internet							
1284	Century Link	APR-2025	Monthly Statement (AirportDSL lin	04/16/2025	108.01	108.01	05/05/2025
8078	DataTel	DG-5218	monthly statement - airport	05/05/2025	29.34	.00	
9609	Verizon	APR-2025	monthly charges - airport	05/01/2025	40.01	.00	
11836	Verizon Connect	364000006522	monthly statement - airport	05/01/2025	17.98	.00	
Total 07-437-34-00 Telephone/Internet:					195.34	108.01	
07-437-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Airport	04/28/2025	911.48	911.48	05/05/2025
Total 07-437-35-00 Utilities:					911.48	911.48	
07-437-39-00 Weed Control/Snow Removal							
12002	J & J Anything Ag, LLC	1620	applicator rate fallow spray	04/24/2025	1,550.00	.00	
Total 07-437-39-00 Weed Control/Snow Removal:					1,550.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
07-437-40-00 Repairs & Maint - Bldgs & Grnd							
9801	Nwestco LLC	INV539339	repair piping, labor, travel, mileag	04/29/2025	885.95	.00	
11016	Prestige Janitorial Co	MAY-2025	cleaning services: airport	05/01/2025	140.00	.00	
1430	Standard Plumbing Supply Co	YLD580	handle, scraper, brush	04/21/2025	23.77	.00	
1430	Standard Plumbing Supply Co	YLH335	ketone	04/22/2025	17.99	.00	
1430	Standard Plumbing Supply Co	YLMG11	primer	04/23/2025	14.02	.00	
1430	Standard Plumbing Supply Co	YLRT06	water flex, fitting brush, angle stop	04/25/2025	62.30	.00	
1430	Standard Plumbing Supply Co	YLV23	flexible coupling	04/25/2025	12.49	.00	
1430	Standard Plumbing Supply Co	YMC490	poly brush, tape, cover, roll cleane	04/29/2025	42.57	.00	
1430	Standard Plumbing Supply Co	YMJ597	steel wool pad, pumice stick	04/30/2025	9.98	.00	
Total 07-437-40-00 Repairs & Maint - Bldgs & Grnd					1,209.07	.00	
07-437-40-10 Airport Manager							
11421	Altitude Aviation Services, LLC	APR-2025	airport FBO contract services	05/01/2025	4,000.00	.00	
Total 07-437-40-10 Airport Manager					4,000.00	.00	
07-437-85-00 Miscellaneous							
1048	Mountain Home News	2089227	legals	04/30/2025	300.98	.00	
Total 07-437-85-00 Miscellaneous					300.98	.00	
07-437-96-00 Grant Match							
3378	JUB Engineers, Inc	0183575	hangar design	04/14/2025	31,499.10	.00	
Total 07-437-96-00 Grant Match					31,499.10	.00	
Total AIRPORT:					39,665.97	1,019.49	
Total AIRPORT FUND:					39,665.97	1,019.49	
GOLF COURSE FUND							
GOLF COURSE							
24-439-32-00 Drug Testing							
10016	St Luke's Health System	2645533	collection fee - juarez	04/10/2025	15.00	.00	
10016	St Luke's Health System	2645533	collection fee - clark	04/10/2025	15.00	.00	
Total 24-439-32-00 Drug Testing					30.00	.00	
24-439-33-00 Gas & Oil							
692	Hiller Bros. Co	356869	bulk off road diesel, bulk unleaded	04/17/2025	1,388.78	.00	
Total 24-439-33-00 Gas & Oil					1,388.78	.00	
24-439-34-00 Telephone/Internet							
1284	Century Link	APR-2025	Monthly Statement (Golf Course)	04/16/2025	30.54	30.54	05/05/2025
8078	DataTel	DG-5218	monthly statement - golf	05/05/2025	46.14	.00	
11989	IRON	4890	monthly statement - Golf Course	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: Golf	04/17/2025	7.00	.00	
9609	Verizon	APR-2025	monthly charges - golf course	05/01/2025	130.28	.00	
Total 24-439-34-00 Telephone/Internet					238.96	30.54	
24-439-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Golf Course	04/28/2025	1,913.96	1,913.96	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Golf Course)	04/15/2025	188.10	188.10	05/05/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-439-35-00 Utilities:					2,102.06	2,102.06	
24-439-36-00 Repairs & Maint - Equipment							
411	D & B Supply	APR-2025	Monthly Statement-Golf Course	05/01/2025	180.67	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Golf	05/01/2025	57.50	.00	
6353	O'Reilly Auto Parts	3014-464676	anti-freeze, towels, radiator flush,	03/05/2025	106.18	.00	
6353	O'Reilly Auto Parts	3014-465860	starter, core charge, rust penetrat	03/12/2025	102.57	.00	
6353	O'Reilly Auto Parts	3014-465963	core return	03/13/2025	25.00-	.00	
6353	O'Reilly Auto Parts	3014-465964	muffler clamp	03/13/2025	4.58	.00	
6353	O'Reilly Auto Parts	3014-466604	battery	03/17/2025	103.95	.00	
6353	O'Reilly Auto Parts	3014-469426	sealant, rear main seal repair	04/03/2025	40.98	.00	
6353	O'Reilly Auto Parts	3014-473592	ring terminals	04/28/2025	9.95	.00	
1287	R & R Products Inc	CD3015381	reel blade	04/17/2025	342.04	.00	
8275	Turf Solutions	5733	bedknives, course threaded screw	04/24/2025	1,923.18	.00	
Total 24-439-36-00 Repairs & Maint - Equipment:					2,846.60	.00	
24-439-38-05 Portable Service Contract							
8029	United Site Services	INV-5291490	portable restroom service - golf c	04/30/2025	345.00	.00	
Total 24-439-38-05 Portable Service Contract:					345.00	.00	
24-439-38-10 Repairs & Maint - Clubhouse							
3265	Cintas Corporation	4226798349	mat, soap refill, hand sanitizer, pa	04/09/2025	438.04	.00	
3265	Cintas Corporation	4227516474	paper towel center pull, service ch	04/16/2025	42.50	.00	
3265	Cintas Corporation	4228313226	mat, soap refill, hand sanitizer, pa	04/23/2025	343.39	.00	
3265	Cintas Corporation	4229066018	paper towel center pull, service ch	04/30/2025	42.50	.00	
848	J & J Heating & Cooling	3530	repair A/C units, materials, labor	04/17/2025	2,931.78	.00	
Total 24-439-38-10 Repairs & Maint - Clubhouse:					3,798.21	.00	
24-439-38-50 Restaurant Repairs							
3893	Automatic Ice Company	2241423	service ice machine	03/31/2025	187.50	.00	
3963	J. Weil Foodservice	100964	dishmachine maintenance charge	03/24/2025	54.95	.00	
8578	Tim's Plumbing	6154	ground rough & rough in plumbing	04/08/2025	6,022.64	.00	
8578	Tim's Plumbing	6155	hook up plumbing in kitchen	04/08/2025	4,460.57	.00	
Total 24-439-38-50 Restaurant Repairs:					10,725.66	.00	
24-439-40-00 Repairs & Maint - Bldgs & Grnd							
11399	Amazon Capital Services	APR-2025	monthly statement - golf	05/01/2025	179.46	.00	
411	D & B Supply	APR-2025	Monthly Statement-Golf Course	05/01/2025	260.88	.00	
Total 24-439-40-00 Repairs & Maint - Bldgs & Grnd:					440.34	.00	
24-439-40-20 Irrigation Maintenance							
866	Jim's Lumber Co	APR-2025	Monthly Statement Golf	05/01/2025	39.52	.00	
11251	Pacific Golf & Turf	P940485POR	wire connectors, freight	04/28/2025	711.26	.00	
1430	Standard Plumbing Supply Co	YLM477	glue, primer, sprinklers	04/23/2025	194.86	.00	
Total 24-439-40-20 Irrigation Maintenance:					945.64	.00	
24-439-43-00 Computer Maintenance/Software							
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Golf)	04/15/2025	1,295.00	1,295.00	04/29/2025
Total 24-439-43-00 Computer Maintenance/Software:					1,295.00	1,295.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
24-439-52-00 Office Supplies							
11497	Quadient Finance USA, Inc	APR-2025B	postage - golf	04/22/2025	.69	.00	
Total 24-439-52-00 Office Supplies:					.69	.00	
24-439-72-00 Tools & Supplies							
866	Jim's Lumber Co	APR-2025	Monthly Statement Golf	05/01/2025	85.99	.00	
Total 24-439-72-00 Tools & Supplies:					85.99	.00	
24-439-85-00 Miscellaneous							
9016	Olsen, Jacob	MAY-2025	opening & closing cash drawer	05/01/2025	150.00	.00	
Total 24-439-85-00 Miscellaneous:					150.00	.00	
Total GOLF COURSE:					24,392.93	3,427.60	
Total GOLF COURSE FUND:					24,392.93	3,427.60	
WATER MAINTENANCE FUND							
25-346-10-00 Metered Sales							
12558	Brambila Realty, LLC	APR-2025	refund credit on closed acct 5.00	04/16/2025	124.17	.00	
5291	CBH Homes	APR-2025	Refund credit on closed acct 4.1	04/04/2025	6.60	.00	
12560	Cook, Nickie & Thomas	APR-2025	refund credit on closed acct 1.14	04/10/2025	65.96	.00	
12562	Hagen, Gretchen	APR-2025	refund credit on closed acct 11.1	04/16/2025	30.05	.00	
12505	Yanchuk, Aleks	APR-2025B	refund credit on closed acct 26.0	04/15/2025	90.00	.00	
Total 25-346-10-00 Metered Sales:					316.78	.00	
Total:					316.78	.00	
WATER DEPARTMENT							
25-434-31-10 Billing-Postage & Meter Expens							
11497	Quadient Finance USA, Inc	APR-2025B	postage - water	04/22/2025	832.05	.00	
Total 25-434-31-10 Billing-Postage & Meter Expens:					832.05	.00	
25-434-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: water off road	05/01/2025	408.21	.00	
9302	Wex Bank	APR-2025	monthly statement: water	05/01/2025	1,525.13	.00	
Total 25-434-33-00 Gas & Oil:					1,933.34	.00	
25-434-34-00 Telephone/Internet							
8078	DataTel	DG-5218	monthly statement - water	05/05/2025	83.85	.00	
11989	IRON	4890	monthly statement - Water	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: water	04/17/2025	10.50	.00	
9609	Verizon	APR-2025	monthly charges - water	05/01/2025	194.87	.00	
11836	Verizon Connect	364000006522	monthly statement - water	05/01/2025	105.23	.00	
Total 25-434-34-00 Telephone/Internet:					419.45	.00	
25-434-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Water	04/28/2025	27,360.68	27,360.68	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Water)	04/15/2025	496.41	496.41	05/05/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 25-434-35-00 Utilities:					27,857.09	27,857.09	
25-434-36-00 Repairs & Maint - Equipment							
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	13.66	.00	
12133	Topcon Solutions Store	90334976	subscription renewal magnet field	04/17/2025	271.66	.00	
Total 25-434-36-00 Repairs & Maint - Equipment:					285.32	.00	
25-434-36-10 Copier & Printer Lease							
10610	CIT	46984562	copier lease - water	04/29/2025	168.57	.00	
Total 25-434-36-10 Copier & Printer Lease:					168.57	.00	
25-434-37-00 Repairs & Maint - Trucks							
8936	AutoZone	04127745863	running boards, mounting kit	04/15/2025	484.98	.00	
411	D & B Supply	APR-2025	Monthly Statement-Water	05/01/2025	1,744.97	.00	
Total 25-434-37-00 Repairs & Maint - Trucks:					2,229.95	.00	
25-434-40-00 Repairs & Maint-Bldgs & Grnd							
411	D & B Supply	APR-2025	Monthly Statement-Water	05/01/2025	29.51	.00	
Total 25-434-40-00 Repairs & Maint-Bldgs & Grnd:					29.51	.00	
25-434-40-30 Janitorial Service							
11016	Prestige Janitorial Co	MAY-2025	cleaning services - water	05/01/2025	125.00	.00	
Total 25-434-40-30 Janitorial Service:					125.00	.00	
25-434-41-00 Professional Services							
878	Keller Associates	214010-010-02	general water support	04/15/2025	1,855.00	.00	
878	Keller Associates	214010-029-02	fy25 waterline & roadway improve	04/15/2025	7,152.00	.00	
878	Keller Associates	214010-031-02	TO31 declining balance & tool cre	04/15/2025	1,607.00	.00	
Total 25-434-41-00 Professional Services:					10,614.00	.00	
25-434-43-20 Computer Support							
285	Caselle Inc	140662	monthly contract support	05/01/2025	657.75	.00	
Total 25-434-43-20 Computer Support:					657.75	.00	
25-434-43-30 SCADA Monthly Support							
5974	Advanced Control Systems, LLC	40389	scada programming	04/20/2025	900.33	.00	
Total 25-434-43-30 SCADA Monthly Support:					900.33	.00	
25-434-43-35 SCADA Maint & Software							
10162	T-Mobile	APR-2025	monthly charges	04/20/2025	78.00	.00	
Total 25-434-43-35 SCADA Maint & Software:					78.00	.00	
25-434-52-00 Supplies							
11399	Amazon Capital Services	APR-2025	monthly statement - water	05/01/2025	70.47	.00	
411	D & B Supply	APR-2025	Monthly Statement-Water	05/01/2025	408.96	.00	
Total 25-434-52-00 Supplies:					479.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
25-434-53-00 Uniform/Safety Clothing Items							
411	D & B Supply	APR-2025	Monthly Statement-Water	05/01/2025	29.99	.00	
Total 25-434-53-00 Uniform/Safety Clothing Items:					29.99	.00	
25-434-55-00 Printing & Publications							
1048	Mountain Home News	2089227	legals	04/30/2025	56.40	.00	
Total 25-434-55-00 Printing & Publications:					56.40	.00	
25-434-56-00 Meetings, Schools & Dues							
12556	Alumbaugh, Randy	APR-2025	mileage march & april	05/01/2025	15.84	.00	
Total 25-434-56-00 Meetings, Schools & Dues:					15.84	.00	
25-434-72-00 Tools & Supplies							
411	D & B Supply	APR-2025	Monthly Statement-Water	05/01/2025	421.94	.00	
1123	Norco Inc	42781564579	contact tip	04/28/2025	1.70	.00	
Total 25-434-72-00 Tools & Supplies:					423.64	.00	
25-434-75-00 Line Repair-Meters & Hardware							
411	D & B Supply	APR-2025	Monthly Statement-Water	05/01/2025	17.92	.00	
Total 25-434-75-00 Line Repair-Meters & Hardware:					17.92	.00	
25-434-84-00 Water Samples							
8820	Anatek Labs	2509929	water samples	04/29/2025	440.00	.00	
9294	Water Dynamics, LLC	34991	water samples	04/25/2025	3,654.00	.00	
Total 25-434-84-00 Water Samples:					4,094.00	.00	
25-434-85-00 Miscellaneous							
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Water)	04/15/2025	1.64	1.64	04/29/2025
Total 25-434-85-00 Miscellaneous:					1.64	1.64	
25-434-85-10 Dig-Line Excavation							
449	Digline Inc	0076453-IN	MONTHLY FEE	04/30/2025	186.23	.00	
Total 25-434-85-10 Dig-Line Excavation:					186.23	.00	
25-434-91-00 Well Preventative Maintenance							
692	Hiler Bros. Co	356986	Bulk nevastane	04/22/2025	2,440.90	.00	
12388	Power Equipment, LLC	1239	repair generator	04/22/2025	290.00	.00	
Total 25-434-91-00 Well Preventative Maintenance:					2,730.90	.00	
25-434-93-00 Grant-Misc							
12497	Summit 17 Solutions, LLC	1015	outdoor cameras	04/23/2025	10,763.20	.00	
Total 25-434-93-00 Grant-Misc:					10,763.20	.00	
25-434-96-10 G- Match OLDCC Well #17 ARPA							
878	Keller Associates	214010-025-02	well 17, water mains, roadway & s	04/15/2025	5,350.00	.00	
Total 25-434-96-10 G- Match OLDCC Well #17 ARPA:					5,350.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WATER DEPARTMENT:					70,279.55	27,858.73	
Total WATER MAINTENANCE FUND:					70,596.33	27,858.73	
WASTEWATER MAINT. FUND							
WASTEWATER DEPARTMENT							
26-435-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: waste water o	05/01/2025	58.47	.00	
9302	Wex Bank	APR-2025	monthly statement: waste water	05/01/2025	733.35	.00	
Total 26-435-33-00 Gas & Oil:					791.82	.00	
26-435-34-00 Telephone/Internet							
1284	Century Link	APR-2025	Monthly Statement (Waste Water)	04/16/2025	30.54	30.54	05/05/2025
8078	DataTel	DG-5218	monthly statement - wastewater	05/05/2025	83.84	.00	
11989	IRON	4890	monthly statement - Wastewater	05/01/2025	25.00	.00	
8636	Level 3 Communications	732674014	monthly statement: waste water	04/17/2025	10.50	.00	
9609	Verizon	APR-2025	monthly charges - wastewater	05/01/2025	185.02	.00	
11836	Verizon Connect	364000006522	monthly statement - wastewater	05/01/2025	140.13	.00	
Total 26-435-34-00 Telephone/Internet:					475.03	30.54	
26-435-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Wastewater	04/28/2025	1,075.24	1,075.24	05/05/2025
819	Intermountain Gas Co	APR-2025	Monthly Statement (Wastewater)	04/15/2025	73.18	73.18	05/05/2025
Total 26-435-35-00 Utilities:					1,148.42	1,148.42	
26-435-36-00 Repairs & Maint - Equipment							
203	Boise Office Equipment Inc	IN4780343	monthly contract base rate	04/30/2025	13.65	.00	
411	D & B Supply	APR-2025	Monthly Statement-Waste Water	05/01/2025	102.23	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Waste Water	05/01/2025	46.02	.00	
6353	O'Reilly Auto Parts	3014-471669	4 cycle oil, funnel	04/16/2025	15.48	.00	
6353	O'Reilly Auto Parts	3014-474261	motor oil	05/02/2025	24.99	.00	
12133	Topcon Solutions Store	90334976	subscription renewal magnet field	04/17/2025	271.67	.00	
Total 26-435-36-00 Repairs & Maint - Equipment:					474.04	.00	
26-435-36-10 Copier & Printer (Lease)							
10610	CIT	46984562	copier lease - wastewater	04/29/2025	168.58	.00	
Total 26-435-36-10 Copier & Printer (Lease)					168.58	.00	
26-435-37-00 Repairs & Maint - Trucks							
1007	Metroquip Inc	P31979	hoses, transition 8-6	04/25/2025	490.47	.00	
Total 26-435-37-00 Repairs & Maint - Trucks:					490.47	.00	
26-435-38-00 Repairs & maint. Stormwater							
12447	Integrity Inspection Solutions, Inc.	29431291	storm drains, traffic control, root c	04/30/2025	34,250.00	.00	
1430	Standard Plumbing Supply Co	YLPV27	box nail	04/24/2025	2.79	.00	
Total 26-435-38-00 Repairs & maint. Stormwater:					34,252.79	.00	
26-435-40-00 Repairs & Maint - Bldgs & Grnd							
411	D & B Supply	APR-2025	Monthly Statement-Waste Water	05/01/2025	7.99	.00	
684	Hiddleston Drilling & Pump Co	100353370	bailing and/or pump installation	04/29/2025	260.00	.00	
866	Jim's Lumber Co	APR-2025	Monthly Statement Waste Water	05/01/2025	35.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 26-435-40-00 Repairs & Maint - Bldgs & Gmd:					303.18	.00	
26-435-40-10 Repair & Maint - Farm							
411	D & B Supply	APR-2025	Monthly Statement-Waste Water	05/01/2025	379.99	.00	
705	Hopper Electric Service Inc	2951	spring service on pump motor	04/28/2025	195.00	.00	
6939	JTS Farmstore	208001	labor, travel	04/11/2025	150.00	.00	
1036	Mountain Home Auto Parts	APR-2025	Monthly Statement Waste Water	05/01/2025	4.84	.00	
5999	Paige Mechanical Group, Inc	44946	service plumbing labor, materials	04/24/2025	264.00	.00	
1430	Standard Plumbing Supply Co	YLF532	pvc cap	04/21/2025	4.79	.00	
Total 26-435-40-10 Repair & Maint - Farm:					998.62	.00	
26-435-40-30 Janitorial Service							
11016	Prestige Janitorial Co	MAY-2025	cleaning services: waste water	05/01/2025	125.00	.00	
Total 26-435-40-30 Janitorial Service:					125.00	.00	
26-435-41-00 Professional Services							
878	Keller Associates	214010-011-02	general wastewater support	04/15/2025	1,365.00	.00	
878	Keller Associates	214010-031-02	TO31 declining balance & tool cre	04/15/2025	1,607.00	.00	
Total 26-435-41-00 Professional Services:					2,972.00	.00	
26-435-43-20 Computer Support							
285	Caselle Inc	140662	monthly contract support	05/01/2025	657.75	.00	
Total 26-435-43-20 Computer Support:					657.75	.00	
26-435-43-30 SCADA Monthly Support							
5974	Advanced Control Systems, LLC	40389	scada programming	04/20/2025	432.67	.00	
Total 26-435-43-30 SCADA Monthly Support:					432.67	.00	
26-435-43-35 SCADA Maint & Software							
10162	T-Mobile	APR-2025	monthly charges	04/20/2025	78.00	.00	
Total 26-435-43-35 SCADA Maint & Software:					78.00	.00	
26-435-52-00 Supplies							
11306	Capital One	APR-2025	monthly statement - Wastewater	04/19/2025	118.26	.00	
Total 26-435-52-00 Supplies:					118.26	.00	
26-435-53-00 Uniform/Safety Clothing Item							
11399	Amazon Capital Services	APR-2025	monthly statement - waste water	05/01/2025	39.75	.00	
411	D & B Supply	APR-2025	Monthly Statement-Waste Water	05/01/2025	73.72	.00	
7488	Sonnentag, Stephanie	APR-2025D	hat embroidery	04/12/2025	75.00	.00	
Total 26-435-53-00 Uniform/Safety Clothing Item:					188.47	.00	
26-435-56-00 Meetings, Schools & Dues							
12556	Alumbaugh, Randy	APR-2025	mileage: march & april	05/01/2025	15.85	.00	
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Waste Water)	04/27/2025	106.00	.00	
Total 26-435-56-00 Meetings, Schools & Dues:					121.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26-435-72-00 Tools							
411	D & B Supply	APR-2025	Monthly Statement-Waste Water	05/01/2025	8.99	.00	
Total 26-435-72-00 Tools:					8.99	.00	
26-435-74-00 Chlorine							
1172	Oxarc Inc	0032312037	Chlorine Ton Containers	04/16/2025	10,098.97	.00	
Total 26-435-74-00 Chlorine:					10,098.97	.00	
26-435-84-00 Water Samples							
1610	Wells Fargo Remittance Center	APR-2025B	Monthly Statement (Waste Water)	04/27/2025	213.00	.00	
Total 26-435-84-00 Water Samples:					213.00	.00	
26-435-85-10 Dig-Line Excavation							
449	Digline Inc	0076453-IN	MONTHLY FEE	04/30/2025	186.22	.00	
Total 26-435-85-10 Dig-Line Excavation:					186.22	.00	
26-435-89-00 Safety Equipment							
1123	Norco Inc	42793097140	faceshield	04/30/2025	44.73	.00	
1123	Norco Inc	42793130779	gloves	04/08/2025	24.42	.00	
Total 26-435-89-00 Safety Equipment:					69.15	.00	
26-435-99-10 Equip Inventory-\$500 to \$5000							
9643	Core & Main	INV0016320	pocket colorimeter	04/23/2025	715.08	.00	
411	D & B Supply	APR-2025	Monthly Statement-Waste Water	05/01/2025	549.99	.00	
Total 26-435-99-10 Equip Inventory-\$500 to \$5000:					1,265.07	.00	
Total WASTEWATER DEPARTMENT:					55,638.35	1,178.96	
Total WASTEWATER MAINT. FUND:					55,638.35	1,178.96	
SANITATION FUND							
SANITATION DEPARTMENT							
27-433-43-00 Computer Maintenance/Software							
285	Caselle Inc	140662	monthly contract support	05/01/2025	657.75	.00	
Total 27-433-43-00 Computer Maintenance/Software:					657.75	.00	
Total SANITATION DEPARTMENT:					657.75	.00	
Total SANITATION FUND:					657.75	.00	
TAP DEPOSIT FUND							
46-202-03-00 Tap Deposit Payable							
12555	Allan, Seth & Melissa	APR-2025	refund deposit credit on closed ac	04/22/2025	10.42	.00	
12557	Boyd, Dawson	APR-2025	refund deposit credit on closed ac	04/23/2025	10.37	.00	
12559	Brown, Kayla & Zane	APR-2024	refund deposit credit on closed ac	04/24/2025	7.57	.00	
12561	Edmondson, Rod	APR-2025	refund deposit credit on closed ac	04/24/2025	7.57	.00	
12563	Lake, Alana	APR-2025	refund deposit credit on closed ac	04/24/2025	24.59	.00	
12564	Pickering, Layne	APR-2025	refund deposit credit on closed ac	04/21/2025	8.89	.00	
12505	Yanchuk, Aleks	APR-2025	refund deposit credit on closed ac	04/30/2025	11.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 46-202-03-00 Tap Deposit Payable:					81.39	.00	
Total :					81.39	.00	
Total TAP DEPOSIT FUND:					81.39	.00	
Fiber Optic Fund							
Fiber Optic Fund Construction							
50-434-33-00 Gas & Oil							
9302	Wex Bank	APR-2025	monthly statement: fiber	05/01/2025	447.35	.00	
9302	Wex Bank	APR-2025	monthly statement: fiber off road	05/01/2025	82.95	.00	
Total 50-434-33-00 Gas & Oil:					530.30	.00	
50-434-34-00 Telephone/Internet							
9609	Verizon	APR-2025	monthly charges - fiber	05/01/2025	298.00	.00	
11836	Verizon Connect	364000006522	monthly statement - Fiber	05/01/2025	17.97	.00	
Total 50-434-34-00 Telephone/Internet:					315.97	.00	
50-434-35-00 Utilities							
779	Idaho Power Co	APR-2025	Monthly Statement-Fiber Building	04/28/2025	268.51	268.51	05/05/2025
Total 50-434-35-00 Utilities:					268.51	268.51	
50-434-35-25 SaaS-Monthly subscription							
11989	IRON	4903	L2VPN-000	05/01/2025	750.00	.00	
11989	IRON	4904	monthly overage	05/01/2025	389.49	.00	
Total 50-434-35-25 SaaS-Monthly subscription:					1,139.49	.00	
50-434-37-00 Repairs & Maint-Equipment							
11399	Amazon Capital Services	APR-2025	monthly statement - fiber	05/01/2025	50.94	.00	
6353	O'Reilly Auto Parts	3014-474868	battery, core charge, core exchan	05/05/2025	163.02	.00	
10139	Vermeer Mountain West, Inc	07332810	freight	04/16/2025	23.54	.00	
Total 50-434-37-00 Repairs & Maint-Equipment:					237.50	.00	
50-434-52-00 Supplies							
12523	Adams Cable Equipment, Inc.	2025-74674	conduit, freight	04/01/2025	3,511.00	.00	
12523	Adams Cable Equipment, Inc.	2025-74774	shipped wrong item	04/03/2025	2,080.00	.00	
411	D & B Supply	APR-2025	Monthly Statement-Fiber	05/01/2025	120.96	.00	
8755	Idaho Materials & Construction	6592121	truck rental	04/25/2025	150.00	.00	
1430	Standard Plumbing Supply Co	YLMC75	extension cord	04/23/2025	24.99	.00	
1430	Standard Plumbing Supply Co	YMP876	cable ties, conduit	05/02/2025	25.56	.00	
Total 50-434-52-00 Supplies:					1,752.51	.00	
50-434-53-00 Uniforms/Safety clothing items							
411	D & B Supply	APR-2025	Monthly Statement-Fiber	05/01/2025	136.92	.00	
Total 50-434-53-00 Uniforms/Safety clothing items:					136.92	.00	
50-434-55-00 Printing & Publications							
1610	Wells Fargo Remittance Center	APR-2025	Monthly Statement (Fiber)	04/15/2025	291.50	291.50	04/29/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 50-434-55-00 Printing & Publications:					291.50	291.50	
50-434-86-25 LID#1							
10420	Hawley Troxell Ennis & Hawley LL	527120	legal services for LID1	05/02/2025	4,347.50	.00	
12565	Rucon Consulting & Engineers, L	234	data & report review, site visit, rev	05/02/2025	1,742.50	.00	
Total 50-434-86-25 LID#1:					6,090.00	.00	
Total Fiber Optic Fund Construction:					10,762.70	560.01	
Total Fiber Optic Fund:					10,762.70	560.01	
Grand Totals:					769,802.69	103,978.88	

Dated: _____

Mayor: _____

City Council: _____

City Clerk: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

IN RE:)	
)	
CUP: PZ-25-3)	
Applicant:)	FINDINGS OF FACT AND
Jeff Maffuccio)	CONCLUSIONS OF LAW
%Idaho Power)	
)	
)	
Applicant.)	

This matter came for deliberation and decision before the City Council of the City of Mountain Home on the 22nd day of April, 2025 following a public hearing before the Planning and Zoning Commission with a recommendation rendered on the 1st day of April, 2025 following duly published public notice as required by law, on a request to amend a conditional or special use permit by Idaho Power, to expand the site, allowing for an additional Gas Fired Power Plant (Bennett Mountain) located on NW Industrial Way, Mountain Home, Elmore County, Idaho. The site is in a I-1 Light Industrial Zone, the applicant also requesting a variance of the building height standards, setbacks, and landscaping. The site will consist of the existing gas-fired plant (existing CUPs 2002, 2003, 2005), with construction to start within two years on the proposed expansion. Having heard from the applicant in support of the application and two (2) persons appearing to speak regarding the application, the Commission being fully advised in the matter, having adopted the staff report as part of its deliberation, issues the findings recommending approval. Having heard from the Applicant in support of the application, the City Council having adopted the Staff Report and the Commission’s findings recommendation, being fully advised in the matter, issues the following:

FINDINGS OF FACT

1. The applicant has applied to amend an existing conditional or special use permit to develop, build, and operate an additional gas fired plant, on property owned by Idaho Power, (RPA02000010030, RPA02000010040, RPA02000010050), and includes their existing site that is leased from the City of Mountain Home (a portion of RPA3S07E197550), to be located on Industrial Way, legally described in Exhibit A, Mountain Home, Elmore County, Idaho.

2. The Owner of the real property for which a conditional use permit is sought has requested so in writing. (Narrative Exhibit B)

3. The proposed Power Plant will consist of exiting site already permitted, and include an additional gas fired power plant. The project and site will include two (2) Laydown yards, the existing plant, proposed project will consist of nine (9) 18.6 MW reciprocating internal combustion engines, with a nominal output of 167 MW. The facility will also include auxiliary equipment such as transformers, air-cooled heat exchangers, emission controls, and administration/control buildings, and be fully fenced. The project will interconnect to the existing Bennett Mountain Substation, and the existing transmission lines. (Site Plan Exhibit C).

4. At the Planning and Zoning Commission level notice of public hearing was been given as required by law.

a. Two (2) citizens spoke regarding the application siting:

Citizen one:

i. A proposed future development will not go for it.

ii. Will be unsightly view from their balcony.

iii. Was not called by Idaho Power.

Idaho Power held a Public Meeting at the Elks Lodge, contacted neighboring property owners, and sent letters as required.

iv. Owns four (4) properties in location.

v. Size of the Power Plant.

vi. Sound.

Idaho Power would use a combination of sound-buffering measures like acoustic barriers, vibration isolation, silencers, and sound-absorbing materials to Height. The engine building incorporates noise dampening equipment. Code allows 90 decibels in I-1 zone. Commission recommended as shown in presentation.

(Exhibit D)

vii. Request postponing of decision.

viii. Financial blow to income.

ix. Better use of site.

Citizen 2

i. Confirmed the adjacent property owner parcels and structures were well kept.

ii. Concerned about consistent sound being affecting hearing.

iii. Concerned about sales for In the Ditch because of noise.

5. The property is zoned I-1, Light Industrial pursuant to the zoning ordinance of the City of Mountain Home. The property is designated as Light Industrial in the duly adopted Comprehensive Plan.

- a. 9-7-4 Land Use Chart – Energy Production Facility is a Conditional use in an I-1 Industrial Zone.
6. 9-7-8: Zoning Schedule of Bulk and coverage controls allows for a 30' front yard setback, Rear and Interior side setbacks are N/A, Maximum building height is 60', and minimum street frontage is N/A.
 - a. Applicant is seeking allowance for 90' for the exhaust stack heights to minimize impact of emissions.
 - b. A 20' front setback to allow for full utilization of the property.
7. 9-11-2 Landscaping applicability shall be required in buffer yards. 9-11-4 design criteria landscape shall be compatible with the character of the proposed development and surround areas to reinforce neighborhood identity. 9-11-8: Buffer Yard Landscaping. Buffer Yards are located along the perimeter of a lot. Buffer yards can include plantings, fences, berms, or a combination of these, to reduce unwanted noise, views, and pollutants. Front buffer yard landscape areas shall meet the following requirements:
 - a. one tree and ten shrubs per fifty linear feet.
 - a. The applicant is seeking a deviation from the landscape ordinance.

Applicant will keep the setback area between the fence and road graveled and weed-free. This request is consistent and compatible with the character of the surrounding area. (Exhibit E)
8. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Section:
 - a. 9-9-22, 9-17-1(C) and Idaho Code § 67-6512(d).

9. The existing land uses in the immediate area of the property in question are Industrial.
- a. IWS Sales, Mountain Home Ranger District, In the Ditch Towning Products, Inventive Products, and UPS.
10. The proposed conditional use will, in fact, constitute an allowed conditional use in that zone, as determined by the Land Use Chart in Chapter 4 of Title 9 of the Mountain Home City Code.
11. The proposed conditional use will be in accordance with goals and objectives of the Comprehensive Plan and with all the applicable provisions of the Zoning Ordinances.
- a. Suitable Infrastructure is key to successful economic development.
- b. Ensure population growth does not outpace ability to provide services.
- c. Light industrial designations Intent is to provide clean industrial use, like warehousing, technology, manufacturing within enclosed buildings and heavy manufacturing such as processing plants and manufacturing.
- d. Smart growth principles tying development approvals to availability of infrastructure, both existing and proposed.
- e. Public utilities, facilities, and services are necessary for the overall health, safety, and welfare of the community. A growing population will necessitate the need for new and expanded utilities, facilities, and services.
- f. Ensure adequate utility services are provided to the community, allow additions to and improvements of utility facilities to occur at a time and in a manner sufficient to serve projected growth. Plan for expansion of

critical public services in advance of population growth. Plan for utility facilities in a manner consistent with and complementary to the utility companies public service obligations. Designate the general locations of existing and proposed electric utility facilities and corridors.

- g. encourage Idaho Power to make additions to an improvements of electric utility facilities that provide adequate capacity for projected growth. The Public Service objectives is to work with Idaho Power to promote the development of energy services and public facilities to meet public needs. To encourage the enhancement of the electrical system capacity and reliability

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

- a. The area is industrial by zone and the existing CUP is for a Gas Fired Plant. The proposed use is also a gas fired plant only larger in scale.

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

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

a. Access to site is from Industrial Way. Water and sewer service is already connected to the exiting site and one parcel that is part of the expansion. Site is located within the City Limits allowing for access to fire and police protection. Stormwater shall be retained on site.

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

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

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

a. The development will have access to the site from Industrial Way.

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

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

CONCLUSIONS OF LAW

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

2. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Sections 9-6-10: Public Hearing Procedure, 9-7-4: Land Use Chart, 9-9-22: Power Plant/Energy Production/Utility Transmission Facilities, and 9-17-1: Conditional Use Permits.

3. The Planning and Zoning Commission voted 4-0 to recommend approval of the proposed Conditional Use Permit Based on the forgoing findings and conclusions, the City Council hereby enters its decision as follows:

DECISION

The City Council for the City of Mountain Home having reviewed P&Z's findings, the public hearing, the staff report, applicant narrative, site plan, and having considered the presentation of the applicant and additional testimony, hereby AFFIRMS and APPROVES Planning and Zoning's recommendation to amend an existing conditional use permit to extend the existing gas fired plant by Idaho Power to be constructed and operated on the parcels located on Industrial Way, Mountain Home, Id. (RPA02000010030, RPA02000010040, RPA02000010050, and a portion of RPA3S07E197550), and the requested variances for height, setbacks, and landscape, be granted, subject to the above requirements along with the following conditions:

1. Subject to site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to Idaho Department of Environmental Quality (IDEQ) approvals, and any other State and Federal regulations.
3. Following the guidelines presented specifically for the sound decibel operations.
4. Laydown yards be screened from view.

DATED this ____st day of May, 2025.

CITY OF MOUNTAIN HOME

By _____

Rich Sykes, Mayor

ATTEST:

Tiffany Belt, City Clerk

NOTICE OF RIGHT TO APPEAL

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

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

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

CERTIFICATE OF MAILING

I hereby certify on this ____ day of _____, 2025 a true and correct copy of the foregoing document with attachments was mailed by U.S. Mail to the following:

Emailed to:

Brenda Ellis – Development Services Department

Hank Patrick – Building Official

By: _____

Tiffany Belt, City Clerk

Exhibit A – Legal Description

LEGAL DESCRIPTION:

Lots, 3, 4, 5, Block 1, Mountain View Industrial Park #1, and

A parcel of land lying in a portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, T.3S., R.7E., 8.M., Mountain Home, Elmore County, Idaho, said parcel being more particularly described as follows: Commencing at the Brass Cap marking the $\frac{1}{4}$ corner common to Section 19 and 20, T.3S., R.7E., B.M., Mountain Home, Elmore County, Idaho; thence S.89°55'44"W. 2,618.44 feet to an iron pin marking the Center $\frac{1}{4}$ corner of said Section 19; thence N.89°55'44"E. 565.78 feet; thence S.00°04'16"E. 35.00 feet to an iron pin marking the Northwest corner of Lot 5, Block 1, Mountain View Industrial Park Subdivision No. I, records of the Elmore County Recorder, Mountain Home, Idaho, said point being the **Point of Beginning**; Thence S. 00°04' 16"E. 522. 96 feet to a point of beginning of curve; Thence along a curve to the left 98.65 feet, said curve having a delta of 66°29'50", a radius of 85.00 feet, tangents of 55.73 feet and along chord of 93.21 feet which bears S.31 °41 '24"W. to a point of tangent; Thence S.01°33'31"E. 188.47 feet to the Southwest corner of Lot 5, Block 2, said Mountain View Industrial Park Subdivision No. 1; Thence S.88°26'29"W. 500.27 feet to a Meridional Center Line of said Section 19; Thence N.01°32'25"W. 803.87 feet along said Meridional Center Line; Thence N.89°55' 44"E. 564.88 feet to the **Point of Beginning**, said parcel containing 9.88 acres. **Subject To:** Any Right-of-Way and/or Easements of record or in use.

Exhibit B – Narrative



Detailed Letter of Explanation, Request for Conditional Use Permit and Variance, Idaho Power Bennett Mountain Power Plant Expansion Project

The information below describes Idaho Power's request for a Conditional Use Permit to develop, build, and operate a natural gas-fired facility next to Idaho Power's existing Bennett Mountain Power Plant. Idaho Power is also requesting a Variance for multiple factors that are described below. The proposed project is on 10-acres of recently purchased property in Mountain Home's Mountain View Industrial Park. This facility will provide a new source of energy to meet peak customer demand in the local area. This narrative is organized to explain the Idaho Power's position in accordance with the City of Mountain Home's standards for conditional use permits.

Project Background

Idaho Power proposes the Bennett Mountain Power Plant Expansion Project (the "Project") as a new system generation resource to continue our tradition of providing safe, reliable, and affordable energy to more than 640,000 customers, including homes, farms, ranches and businesses in Mountain Home, Elmore County, and across the Treasure Valley.

[Title 61 of Idaho State Code](#) requires Idaho Power to provide "adequate, efficient, just, and reasonable" service on a nondiscriminatory basis to all who request it within the company's service area. The energy needs for Idaho Power to reliably serve its customers across southern Idaho and eastern Oregon could grow by 2.1% per year over the next 20 years a growth percentage that continues to increase as a result of significant new residential, commercial, and industrial development in our service, combined with an increased energy use per customer through electrification.

Every two years, Idaho Power develops an [Integrated Resource Plan \(IRP\)](#) that examines the company's projected need for additional generation resources over the next 20 years. The IRP analysis includes robust modeling to determine which resources will balance reliability and cost. Idaho Power ultimately submits its IRPs to the Idaho Public Utility Commission (IPUC) and the Public Utilities Commission of Oregon (OPUC) for regulatory review and acknowledgement. As Idaho Power considers the results from the 2023 IRP, combined with projected growth and other known changes on its system, there is a strong need for new generation resources – including a mix of wind and solar, batteries, and fast-ramping and flexible natural gas resources – to ensure customers' future energy needs are met.

As a result of the need to secure new generation to support growth, Idaho Power issued an (RFP) for generation resources with an online date of 2029 and beyond. Idaho Power has developed a prescriptive RFP process which follows the [Oregon Public Utility Commission Competitive Bidding Rules](#) to ensure Idaho Power ultimately selects the lowest-cost, lowest-risk resources required to meet its system needs. The proposed Bennett Mountain Project is within the group of projects being evaluated for 2029 in-service date, and the initial shortlist is expected to be published in April 2025. Any projects chosen from the RFP may be subject to approval of a Certificate for Public Convenience and Necessity (CPCN) by the IPUC and OPUC.

1221 W. Idaho St (83702)
P.O. Box 70
Boise, ID 83707

Project Description

Idaho Power plans to develop, build, and operate the Project on property the company owns along the northside of Industrial Way (Parcels RPA02000010030, RPA02000010040, and RPA02000010050). Idaho Power also requests the existing Bennett Mountain Power Plant, located on property leased from the City of Mountain Home (Parcel RPA3S07E197550), be included in this Application to have one permit for both facilities. The Project will interconnect to Idaho Power's existing Bennett Mountain Substation, avoiding the need to cross public or private lands, and utilizing the existing transmission lines that are to the north of the current and new properties.



Figure 1. Aerial image of proposed Project site plan in relation to existing Bennett Mountain Power Plant.

Project Approvals

Idaho Power requests this Conditional Use Permit (CUP) as an initial step in developing the Project. Idaho Power must also apply to the Idaho Department of Quality (IDEQ) for a Permit to Construct (PTC). The PTC includes air dispersion modeling of the emission points, validating that the ambient air quality is not significantly degraded by the project. The National Ambient Air Quality Standards (NAAQS) set thresholds that must be met by the project to obtain an operating permit. In addition, the PTC will identify operating conditions that the Project must adhere to, along with compliance and monitoring protocols to verify continuance compliance with the applicable air quality regulations.

Idaho Power is pursuing this CUP before the PTC to ensure the Project, as presented herein, is acceptable to the City of Mountain Home. If the CUP is approved by the city, Idaho Power plans to submit the PTC application in the Summer of 2025. Idaho Power expects that IDEQ will need one (1) year to review and approve the PTC application. Following the issuance of the PTC, construction could start within a two-year period, targeting completion of the Project no later than 2029. Idaho Power is open to providing a copy of IDEQ's PTC for the City's records.

Project Details

The Project is strategically sited next to the existing Bennett Mountain Power Plant, which allows the Project to leverage existing infrastructure including the substation, transmission lines and natural gas pipeline. The proposed Project consists of nine (9) 18.6-megawatt (MW) reciprocating internal combustion engines (RICE) for a nominal facility output of 167 MW - enough energy to serve an average of 60,000 homes during peak summer hours. The engines will be manufactured by Wärtsilä, a Finnish company recognized as a global leader in the construction and operation of RICE facilities. The facility would also include auxiliary equipment such as transformers, air-cooled heat exchangers (radiators), emission controls, and administration/control buildings.

The engines planned for this Project can ramp up within five (5) minutes, generating between 10 MW and 167 MW with any combination of the engines to meet the system demand. Engines can be started and stopped rapidly, providing a flexible and fast-ramping resource to balance Idaho Power's system. This type of generation resource is an ideal complement to the variable resources – including wind and solar – that Idaho Power has added to its system over the past several years, which are less predictable and dependent on weather conditions.

Economic Benefits to the City of Mountain Home

As we have demonstrated over our nearly 110-year history, Idaho Power is deeply committed to being a strong partner with the City of Mountain Home. Initial calculations suggest this Project will increase Idaho Power's annual tax payments to the city by over \$350,000 annually. Over the past 20 years, Idaho Power has safely operated the existing Bennett Mountain Power Plant and has been a good neighbor to nearby businesses. During construction, this project will bring upwards of 200 specialized trades professionals to Mountain Home who will support local community businesses. Idaho Power expects that up to six (6) employees will be hired to augment the existing team operating nearby power plants.



Figure 2. Example of a Wärtsilä reciprocating internal combustion engine facility near Wausau, Wisconsin.

Considerations of Conditional Use Permit Request

Mountain Home City Code (9-9-22: Power Plant/Energy Production/Utility Transmission Facilities and 9-7-4: Land Use Chart) requires this Project obtain a Conditional Use Permit as this Project is a power plant requesting to be located in a Light Industrial Zone. The information below provides more clarity that this Project will be operated in compliance with all City, State and Federal regulations. This Project will be managed to not be a nuisance, hazard or adversely affect the health, safety, or general welfare of the community. As part of this Conditional Use Permit request, a Variance for exhaust stack heights is being requested to further minimize impacts of emissions as defined in the Mountain Home City Code.

Natural Gas Operations

Idaho Power has a long history of successfully developing, constructing, and operating natural gas facilities, including the Danskin and Bennett Mountain projects located in Mountain Home, reliably powering homes, and businesses. Dispatchable resources, meaning they are available to generate on demand, regardless of ambient conditions. The immediate availability of the energy ensures Idaho Power's electrical grid remains robust and reliable when needed most, reliably powering homes and businesses.

Natural gas power plants are very energy dense when compared to solar or wind generation and can generate thousands of megawatt hours per year.

Energy Density Comparison	
Natural Gas Plant	0.06 acres per MW
Solar Farm	6 acres per MW
Wind Farm	40 acres per MW

Dimensional Standards

Mountain Home City Code (9-7-6J: Light Industrial Zone and 9-7-8: Bulk and Coverage Controls) requires development in the Light Industrial zone to maintain a 30-foot road frontage setback, along Industrial Way. Idaho Power intends to request a **Variance of the setback along Industrial Way to 20 feet** for full utilization of the property. Since the property is not adjacent to a residential zone, no rear or side yard setbacks are required. The Mountain View Industrial Park Subdivision maintains a 10-foot public utilities easement at the front and rear of the properties, and 5-feet on each side of the properties.

The maximum allowed height is 60-feet; however, Idaho Power will request a **Variance for exhaust stack heights of up to 90-feet**. Taller exhaust stacks result in better air dispersion, minimizing emissions impact in the surrounding areas. Idaho Power has performed preliminary air dispersion modeling with 60-foot exhaust stacks with successful results; however, shorter stack heights prevent optimization of equipment arrangement and operating conditions. Idaho Power is open to further discussions on the allowable height from the Variance.

Views

The natural topography allows this Project to be sited out of the viewshed of most residences in Mountain Home. The Project will be partially shielded by the existing facility to the west, and the manufacturing businesses to the south. Idaho Power recognizes the exhaust stacks and portions of the building will be visible from major transportation corridors and will apply measures to minimize glare.

Idaho Power requests a **Variance to landscape requirements**, found in Mountain Home City Code 9-11-1L, along Industrial Way frontage. Most properties adjacent to this project do not currently have a landscape in place, including the existing Bennett Mountain Power Plant and the manufacturing facilities across the street. Idaho Power will keep the setback area between the fence and road graveled and weed-free.

Fire and Safety

The Project will be designed with robust safety systems, including fire protection, natural gas detection, and security to remotely monitor the facility, along with on-site operations staff. The grounds around the facility will be covered with gravel and kept weed-free to reduce fire risk. Just like the existing Bennett Mountain Power Plant and other Idaho Power facilities located in Mountain Home, Idaho Power will continue to work with Mountain Home Fire Department and other emergency response agencies on fire and emergency response plans at this Project.

Sound

Transformers, engines, and other equipment associated with the Project should not noticeably increase existing ambient sound levels. Transformers are a typical sound source at electrical substations and other Idaho Power facilities. The Bennett Mountain Power Plant has been in operation for 20 years without any concerns as this existing facility is located in an industrial area away from noise-sensitive receptors (homes). The Project may create additional sound, but Idaho Power plans to use a combination of noise-reduction measures like acoustic barriers, vibration isolation, silencers or mufflers, and sound-absorbing materials to reduce sound to levels that complies with Mountain Home City Code 7-7-4 and 7-7-5.

Solid Waste

On-site dumpsters to support construction dumpsters will be obscured from public view and managed by a construction contractor to ensure regular removal of trash and debris. Once the Project is operational, dumpsters will be removed, and Idaho Power will remove any solid waste using local services or transfer it to Idaho Power's Investment Recovery and Materials Salvage facility (11900 Franklin Road, Boise) for recycling and processing.

Lighting

The facility will have LED lighting on the exterior of buildings, as well as light posts around equipment and access roads that comply with Mountain Home City Code 9-19A-1-6. The downward-facing lighting will include hoods to minimize far-field impacts. Idaho Power is open to discussions with the city to refine lighting locations and styles to reduce any further impacts to the surrounding area.

Conditional Use Permit General Standards

Mountain Home City Code 9-17-1C includes general standards applicable to all Conditional Uses. Below are responses that show evidence this Project is consistent with the City's standards:

1. *Will, in fact, constitute an allowed conditional use in that zone, as determined by the use chart in chapter 7 of this title.*

Idaho Power's property is zoned *Light Industrial (I-1)* and is conditional for an energy production facility (Mountain Home City Code 9-7-4). The Project plan and design is intended to meet or exceed the requirements for the requested use and includes mitigation measures to minimize the potential impacts to adjacent properties and surrounding uses. This request also incorporates the modification of the existing Conditional Use Permits (Files 2002-40, 2003-50, and 2005-61) to bring all of Idaho Power's Bennett Mountain Power Plant into a single and consistent Conditional Use Permit across four (4) properties; three (3) properties owned by Idaho Power and one (1) property leased by Idaho Power from the City of Mountain Home.

2. *Will be in accordance with goals and objectives of the Mountain Home comprehensive plan and with all the applicable provisions of this zoning ordinance.*

Economic Development

Mountain Home's 2020 Comprehensive Plan identifies infrastructure as one of the top five priorities of focus, as infrastructure is a key part of successful economic development and is critical to Mountain Home's future growth trajectory. The injection of up to 167 megawatts of new generation capabilities supports Idaho Power's ability to serve future development, and is a complement to other recently approved projects, such as Idaho Power's new Sawmill distribution substation in the Mountain Home Rail Industrial Park that is projected to come online in March 2027.

Energy is a driver of business retention and expansion, and Idaho Power is committed to safe, reliable, and affordable energy that supports economic development and enhances capital investment and job creation opportunities for local residents. This Project fits within the City's desire to advance opportunities for investment through forward-thinking, responsible, cost-effective means. As with any generation resource, the power may be used across the entire grid, but other entities will recognize the multi-million-dollar investment by Idaho Power within the City of Mountain Home.

Land Use

The Comprehensive Plan, and the 2019 Future Land Use Map, shows how the Project area as Light Industrial for clean industrial uses, such as warehouses, technology, and manufacturing. Smart Growth Management and Land Use Principles would suggest that the Project should be located in areas with similar development, and that is certainly the case as this Project would be next to the existing Bennett Mountain Power Plant along with other light industrial uses.

Public Services and Facilities

The Project can utilize available City water, sewer, and transformation infrastructure, without improvements by the city. Once operational, the Project will infuse more generation resources into the electrical grid, expanding infrastructure to the benefit of the community and Idaho Power's broader customer base.

Utilities/Franchises

The Project is an integral part of Idaho Power's role as a public service provider of electricity in the City of Mountain Home, Elmore County and beyond. Leveraging existing electrical infrastructure – including transmission lines and substations – is critical to bringing this infrastructure online in a way that preserves reliability of the system and keeps costs low for all customers. This Project is critical, at a time when energy is increasingly constrained, for Idaho Power to continue serving customers with safe, reliable, and affordable energy.

Idaho Power Community Development Guide Goal

The Eastern Treasure Valley Electrical Plan is a guiding document that Idaho Power develops in coordination with area stakeholders, including the City of Mountain Home. The Electrical Plan focuses on the delivery of electricity to customers (the substations and powerlines); however, the generation resources play a key role in the achievement of the Electrical Plan objectives. This Project has been closely coordinated with City staff, to support economic development, enhance the electrical system, and provide adequate capacity for projected growth.

- 3. *Will be designed, constructed, operated, and maintained to be harmonious with the existing or the intended character of the general vicinity and that such use and/or expansion will not change the essential character of the same area.***

The proposed use will occupy ten (10) acres of undeveloped, or previously developed and abandoned properties, in the Mountain View Industrial Park. Idaho Power's property is an ideal place for a second power plant due to its proximity to an existing power plant, and the required supporting infrastructure including a substation, transmission lines, and gas pipeline. This Project will help Idaho Power deliver energy efficiently and affordably during times of peak demand. Adjacent properties include the existing Bennett Mountain Power Plant, manufacturing and fabrication facilities, and a truck stop with related retail establishments. In general, the essential character of the area is not expected to change.

- 4. *Will not be hazardous or disturbing to existing or future neighboring uses.***

Idaho Power does not expect the project to create any hazards to existing or future neighboring uses. Operating high-voltage infrastructure does present certain safety considerations; however, Idaho Power designs, maintains, and operates its facilities to stringent State (Idaho Public Utility Commission), Federal (Federal Energy Regulatory Commission) and Industry regulated (North American Electric Reliability Corporation) standards, in such a manner to not expose neighboring properties to any hazards. The subject property is in a remote location with the surrounding districts also zoned Light Industrial. A facility-wide security fence will be installed to prevent the public from entering areas that have the potential for a dangerous environment. High voltage equipment is separately fenced to prevent inadvertent or accidental contact.

Power plants have inherent risks due to their industrial purpose and therefore are not suitable for unqualified personnel. Idaho Power has extensive experience operating natural gas-fired facilities and associated high voltage substations, both in Mountain Home and in other communities. Training and procedures are used to ensure the facilities are safe for our employees and the public. The Project will be an operating power generation facility with intermittent operations. The engines are loud mechanical machines; however, the design of the engine building incorporates noise dampening equipment to ensure compliance with the City and Federal regulations.

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

Idaho Power has confirmed through Public Works that adequate services exist to meet the Project's water and sewer needs. Normal water usage at the facility is expected to be low, servicing potable facilities and general service water use (washing equipment, cleaning maintenance areas, and refilling storage tanks). Facility waste streams that cannot be routed to the city sewer system will be collected in dedicated waste tanks for permanent disposal by qualified vendors. Peak water usage would be to serve the onsite fire protection hydrants in the case of a fire or routine testing of the fire protection system. Idaho Power will continue to work with emergency responders on police and fire protection of the site, including the development of emergency response plans.

Idaho Power remotely monitors its sites for security purposes, and on-site employees can quickly respond in an emergency, with support from Idaho Power's Mountain Home Operations Center.

6. *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.*

Idaho Power does not expect any excessive additional requirements at public cost for public facilities and services and will not pose any detriment to the economic welfare of this community. Idaho Power meets the public needs and promotes economic benefit with its facilities through expanded operations in the community with enhanced reliability and capacity. This Project meets these goals as a cost-efficient resource to serve customers and the community by utilizing available Idaho Power property and facilities.

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

Similar to the existing Bennett Mountain Power Plant, the proposed facility is a peaking natural gas-fired power plant, which will be secured and not accessible by the general public. Natural gas is an odorless gas used extensively in the generation of electricity. The combustion of natural gas is clean and efficient, releasing no visible emissions from the exhaust stacks. A urea system will be in operation to reduce the NOx emissions from the engines. The urea will be introduced within the exhaust system and react on a catalyst to ensure the emissions released to the environment are within the limitations of the air quality operating permit.

8. *Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets.*

There is adequate access to the property from Industrial Way, which will not create interference with traffic on surrounding public streets. Throughout construction, personal vehicles for the construction team will be expected onsite and within the Mountain Home community. Delivery trucks – including heavy haul loads – will also access the Project for the delivery of equipment and other construction materials.

9. *Will not result in the destruction, loss, or damage of a natural or scenic feature of major importance.*

Idaho Power is not aware of any unusual circumstances at this Project site, nor any natural or scenic features of major importance. The site chosen for the Project is uniquely suited for it because Idaho Power owns the properties (three former city-owned properties), and it is located next to the Bennett Mountain Power Plant and Substation that Idaho Power operates on land leased from Mountain Home. On one of the properties is an abandoned school planned for demolition, which the Mountain Home Fire Department previously used for training activities.

North Mountain Home Aquifer Recharge Area Overlay

According to Elmore County's Zoning Map, the Project is south of the North Mountain Home Aquifer Recharge Area Overlay. Idaho Power does not expect any impact to this area from stormwater, sewer, or waste disposal and discharge. In general, the Project site is flat and will drain from

Figure 3. Elmore County Overlay Layers applicable to this Project.

In accordance with Mountain Home City Code 9-6-14: Variances, Idaho Power requests the following Variances in this Conditional Use Permit, as previously described in *Considerations of Permit Request* of this Narrative. Approval of the Variances will provide further flexibility in the final design, construction, and operation of the Project. However, Idaho Power recognizes these variances are unusual requests and is open to further negotiation of the details and dimensions.

- A Variance of setback and dimensional standards in Light Industrial Zone, per Mountain Home City Code 9-7-8: Bulk and Coverage Controls.
 - Idaho Power requests a minimum street frontage setback variance from 30-feet to 20-feet along Industrial Way to maximize the north-south space for the power plant.
 - Idaho Power requests a maximum height variance from 60-feet to 90-feet for taller exhaust stacks that can improve air dispersion and minimize emissions impacts.
- A Variance from road frontage landscape requirements in Light Industrial Zone, per Mountain Home City Code 9-11-IL: Landscape and Open Space Requirements.
 - Idaho Power requests no landscaping along Industrial Way, similar to adjacent industrial uses and as a water-saving measure. The road frontage will be graveled and weed-free.

Exhibit C – Site Plan

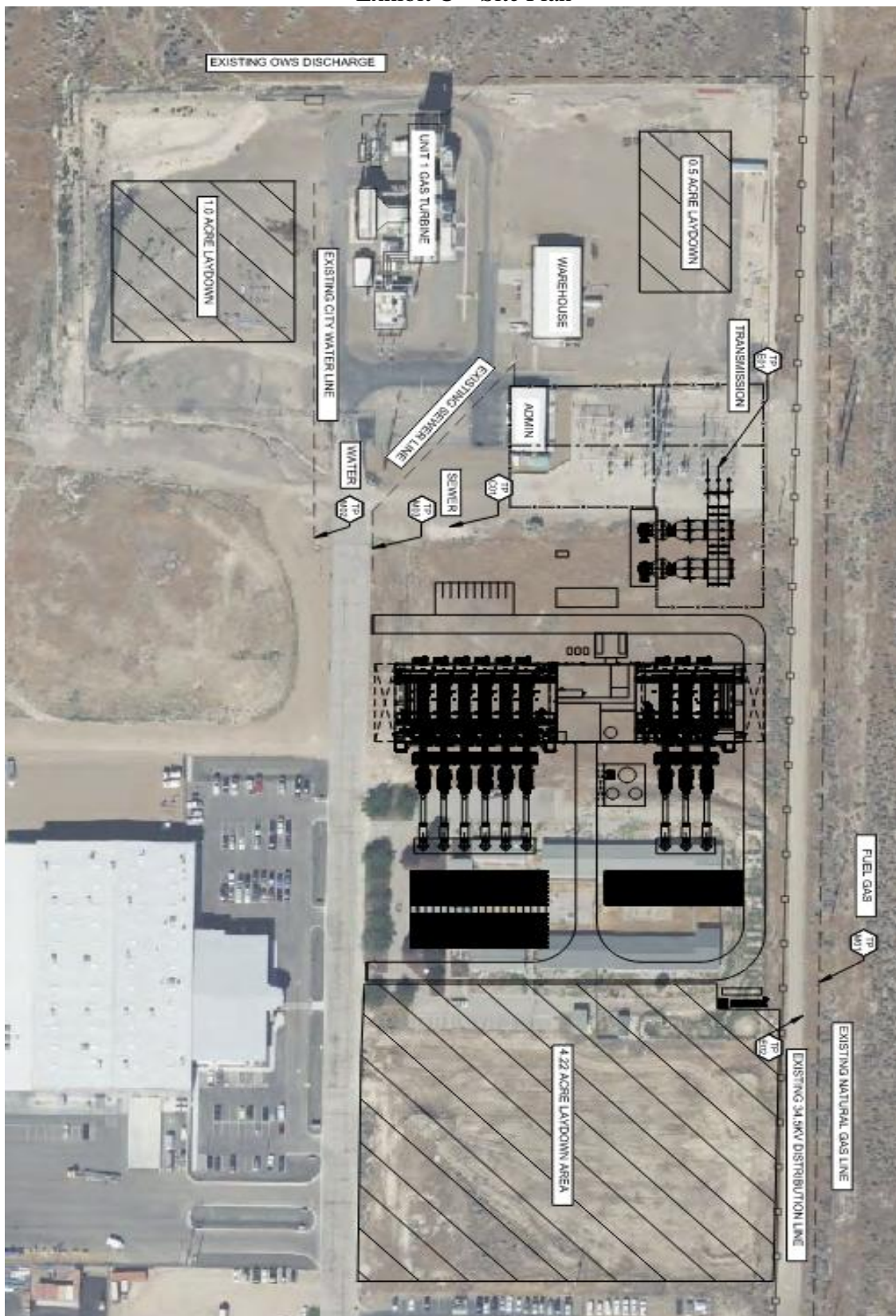


Exhibit D – Sound diagram.

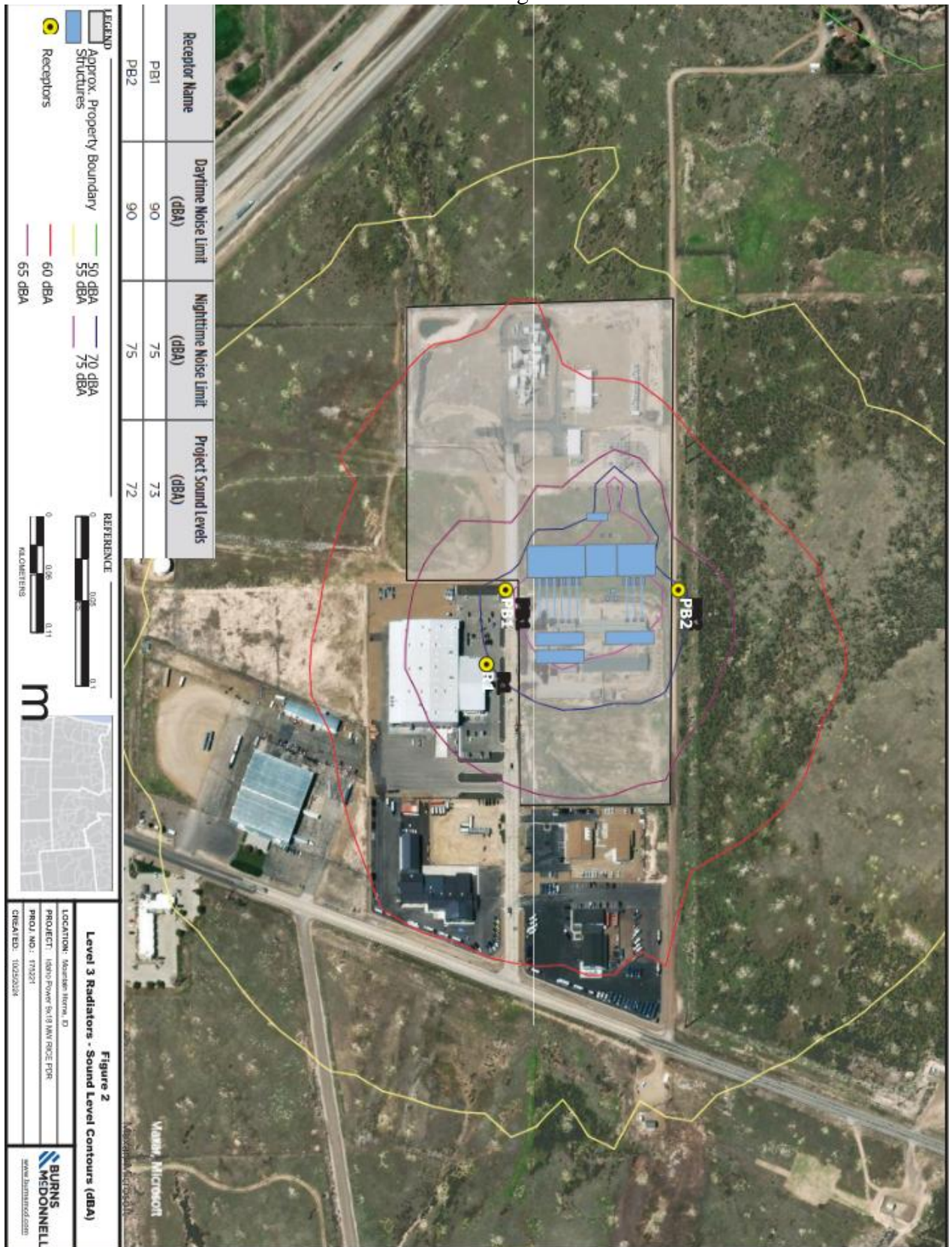


Exhibit E – Vicinity Landscaping



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

IN RE:)	
)	
CUP: PZ-25-4)	
Applicant:)	FINDINGS OF FACT AND
Jim Lewis)	CONCLUSIONS OF LAW
%Tony Moreda)	
)	
)	
)	

This matter came for deliberation and decision before the City Council of the City of Mountain Home on the 22nd day of April, 2025 following a public hearing before the Planning and Zoning Commission with a recommendation rendered on the 1st day of April, 2025 following duly published public notice as required by law, on a request for a conditional or special use permit by Jim Lewis, on behalf of Tony Moreda, to allow a single-family dwelling in a C-4 Heavy Commercial Zone, The parcel is located on the South side of West 7th South, between South 3rd West B Street, and South 5th West Street, Mountain Home, Elmore County, Idaho. This parcel contains approximately 0.344 acres. Having heard from the applicant in support of the application and no property owners appearing in opposition to the requested use, the Commission being fully advised in the matter, having adopted the staff report as part of its deliberation, issues the findings recommending approval. Having heard from the Applicant in support of the application, the City Council having adopted the Staff Report and the Commission’s findings recommendation, being fully advised in the matter, issues the following:

FINDINGS OF FACT

The applicant has applied for a conditional or special use permit for a single-family dwelling to be allowed in a C-4 Heavy Commercial Zone. The parcel identified as parcel RPA3S06E363185, is legally described in Exhibit A, Mountain Home, Elmore County, Idaho.

1. The applicant intends to develop the parcel as shown on the proposed preliminary site plan. (See Attachment B)
2. Before the P&Z Commission Notice of public hearing was given as required by law.
3. The property in question is zoned C-4, Heavy Commercial pursuant to the zoning ordinance of the City of Mountain Home. The property is designated as Urban Development/Transition the duly adopted Comprehensive Plan.
4. The existing land uses in the immediate area of the property in question are Commercial to the North, and residential to the east, west, and south, including single-family homes, multi-family homes, and an approved PUD that has not yet been developed.
5. Recommended development standards of the parcel are R-4 Residential.
6. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Section 9-6-10, 9-7-4, 9-17-1(C) and Idaho Code § 67-6512(d).
7. The proposed conditional use will, in fact, constitute an allowed conditional use in that zone, as determined by the Land Use Chart in Chapter 4 of Title 9 of the Mountain Home City Code.

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

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

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

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

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

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

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

i. Applicant is required to install curb, gutter, and sidewalk.

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

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

CONCLUSIONS OF LAW

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

2. Subject to the above, the applicant has met the requirements of Mountain Home City Code Section 9-17-1(C) for a conditional use permit as shown above in the findings.

3. Subject to the site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.

4. The applicant shall acquire and begin the construction associated with the conditional use permit request within one year from the date of issuance per City Code 9-17-1 (H), unless a one-year extension has been requested in writing and granted by the City Council.

5. The Planning and Zoning Commission voted 4-0 to recommend approval.

Based on the forgoing findings and conclusions, the Mountain Home Planning and Zoning Commission hereby enters its decision and makes its recommendation as follows:

DECISION

The City Council for the City of Mountain Home having reviewed P&Z's findings, the public hearing, the staff report, applicant narrative, site plan, and having considered the presentation of the applicant and additional testimony, hereby AFFIRMS and APPROVES Planning and Zoning's recommendation for a conditional use permit by Jim Lewis, on behalf of Tony Moreda for a single-family dwelling to be constructed and to be located on West 7th South Street, on Parcel RPA3S06E363185, Mountain Home, Idaho, be granted, subject to the above requirements and with the following conditions.

1. Applicant is required to install curb, gutter, and sidewalk.

DATED this ___st day of May, 2025.

CITY OF MOUNTAIN HOME

By _____

Rich Sykes, Mayor

ATTEST:

Tiffany Belt, City Clerk

NOTICE OF RIGHT TO APPEAL

An applicant denied an application or aggrieved by a final decision or any

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

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

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

CERTIFICATE OF MAILING

I hereby certify on this ____ day of _____, 2025 a true and correct copy of the foregoing document with attachments was mailed by U.S. Mail to the following:

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

By: _____
Tiffany Belt, City Clerk

Attachment A-Legal Description

Legal Description

Parcel 2

A parcel of land being all of quitclaim deed instrument No. 504488 recorded in the Elmore County Recorder's Office and a portion of the NW1/4 NW1/4 of Section 36, Township 3 South, Range 6 East, Boise Meridian, Mountain Home, Elmore County Idaho, more particularly described as follows:

Commencing at the northwest corner of the NW1/4 NW1/4;

Thence S 00° 01' 48" E., 480.66 feet along west boundary of the NW1/4 NW1/4 to the southerly right of way of 7th South St;

Thence S 89° 57' 38" E., 312.59 feet along the southerly right of way of 7th south street to a point monumented with a found ½" Iron pin;

Thence S 89° 57' 38" E., 64.81 feet along the southerly right of way of 7th south street to the POINT OF BEGINNING;

Thence S 89° 57' 38" E., 64.81 feet along the southerly right of way of 7th south street to a found ½" iron pin with plastic cap PLS 4116 marking the centerline of the vacated street;

Thence S 00° 01' 24" E., 231.37 feet along the centerline of the vacated street;

Thence N 89° 57' 38" W., 64.80 feet parallel with the southerly right of way of 7th south street;

Thence N 00° 01' 36" W., 231.37 feet to the POINT OF BEGINNING.

This parcel contains 0.344 acres more or less

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

Attachment B-Proposed preliminary site plan

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

KU76

5a. Federal Entity Identifier:

AIP 3-16-0025-025-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Mountain Home, Idaho

*b. Employer/Taxpayer Identification Number (EIN/TIN):

82-60000229

*c. UEI:

X9K6ADUY4CZ7

d. Address:

*Street 1: 160 South 3rd Esat

Street 2:

*City: Mountain Home

County/Parish:

*State: ID

*Province:

*Country: USA: United States

*Zip / Postal Code 83647-3019

e. Organizational Unit:

Department Name:

Mountain Home Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Chris

Middle Name:

*Last Name: Curtis

Suffix:

Title: Director of Public Works

Organizational Affiliation:

City of Mountain Home, Idaho

*Telephone Number: 208-587-2108

Fax Number: (208) 587-6433

*Email: ccurtis@mountain-home.us

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

Other (Specify)**10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

AIP 3-16-0025-025-2025

***Title:**

BIL

13. Competition Identification Number:

N/A

Title:

N/A

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

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

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

Construct Hangar

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 2nd

*b. Program/Project: 2nd

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

17. Proposed Project:

*a. Start Date: 03/01/2025

*b. End Date: 12/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 585,000
*b. Applicant	\$ 15,395
*c. State	\$ 15,394
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 615,789

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

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

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Rich

Middle Name: _____

*Last Name: Sykes

Suffix: _____

*Title: Mayor, City of Mountain Home, Idaho

*Telephone Number: 208-587-2104

Fax Number: 208-587-2110

* Email: rsykes@hountain-home.us

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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

None.

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

None.

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

Yes.

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

Yes.

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

Yes.

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

None.

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

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

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	BIL

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 3,094
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			61,875
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			550,820
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 615,789
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			615,789
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 615,789
19. Federal Share requested of Line 18			585,000
20. Grantee share			15,395
21. Other shares			15,394
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 615,789

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	15,395
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 15,395
25. Other Shares	Amount
a. State	15,394
b. Other	
c. TOTAL - Other Shares	\$ 15,394
26. TOTAL NON-FEDERAL FINANCING	\$ 30,789

SECTION E – REMARKS

(Attach sheets if additional space is required)

- There have been no changes to the previously approved Exhibit "A".
- A Construction Plan Set and Bidding and Contract Documents set were completed as part of a previous project and will be used for this project.
- Title VI Assurances are attached.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: AIP 3-16-0025-025-2025

AIRPORT: Mountain Home Municipal Airport

1. Objective:

Construct Hangar

2. Benefits Anticipated:

This project will consist of the bidding and construction of a City owned 80-foot by 80-foot, or 80-foot by 100-foot aircraft hangar to allow the airport to generate revenue through leasing aircraft storage space.

3. Approach: (See approved Scope of Work in Final Application)

This project will consist of the bidding and construction of a City owned aircraft hangar. The proposed hangar will be located on the south side of the existing general aviation apron. The location is in conformance with the current Airport Layout Plan dated February 2011. The hangar will be 80-foot by 80-foot or 80-foot by 100-foot, depending on available funding, and have a 80-foot by 25-foot concrete apron connecting it to the existing asphalt apron. Stormwater drainage will be consistent with the current configuration and no new facilities will need to be constructed. Access to the hangar will utilize the existing parking lot. Construction access will be the same as what has been used during previous projects on the airport.

4. Geographic Location:

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

5. If Applicable, Provide Additional Information:

N/A

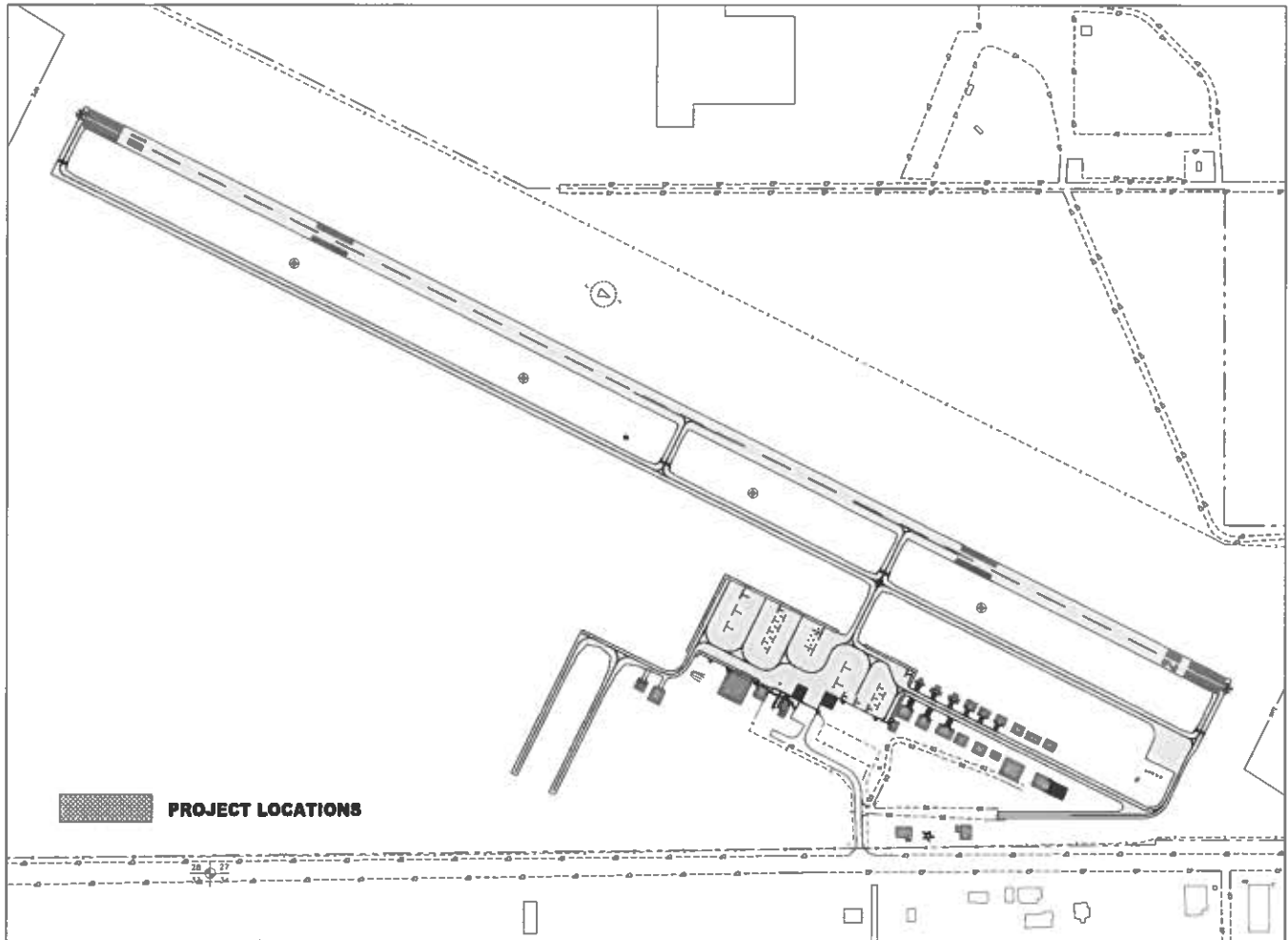
6. Sponsor's Representative: (include address & telephone number)

Mr. Chris Curtis, Director of Public Works
P.O. Box 10, 1150 South Main St., Mountain Home, Idaho 83647
208-587-2108

CIP/APPLICATION DATA SHEET

AIRPORT: MOUNTAIN HOME MUNICIPAL AIRPORT **LOCAL PRIORITY:** 1 OF 1 **UPDATED:** FEB 2025

WORK ITEM (s): CONSTRUCT HANGAR



JUSTIFICATION:

THE PROJECT WILL CONSIST OF THE DESIGN ONLY OF THE CONSTRUCTION OF A CITY OWNED AIRCRAFT HANGAR. THE PROJECT WILL BE CONSTRUCTED UNDER A SEPARATE PROJECT IN FY 2024. THE PROPOSED HANGAR WILL BE LOCATED ON THE SOUTH SIDE OF THE EXISTING GENERAL AVIATION APRON. THE LOCATION IS IN CONFORMANCE WITH THE CURRENT AIRPORT LAYOUT PLAN DATED FEBRUARY 2011. THE HANGAR WILL BE APPROXIMATELY 80-FT BY 80-FT AND HAVE A 100-FT BY 25-FT CONCRETE APRON CONNECTING IT TO THE EXISTING APRON. STORMWATER DRAINAGE WILL BE CONSISTENT WITH THE CURRENT CONFIGURATION AND NO NEW FACILITIES WILL NEED TO BE CONSTRUCTED. ACCESS TO THE HANGAR WILL UTILIZE THE EXISTING PARKING LOT.

SPONSOR SIGNATURE: _____

MR. RICH SYKES, MAYOR

DATE: _____

COST ESTIMATE:

ADMINISTRATION \$ 3,094.00

ENGINEERING \$ 61,875.00

EQUIPMENT N/A

LAND N/A

INSPECTION N/A

CONTINGENCIES N/A

APPRAISALS N/A

CONSTRUCTION \$ 550,820.00

TOTAL COST \$ 615,789.00

ADO USE:

PREAPP

NO: _____

GRANT

NO: _____

NPIAS

CODE: _____

WORK

CODE: _____

FAA

PRIOR: _____

FED \$ _____

STANDARD DOT TITLE VI ASSURANCES

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

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

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

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

DATED _____

City of Mountain Home, Idaho
(Sponsor)

(Signature of Authorized Official)



CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

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

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

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Mountain Home Municipal Airport

LOCATION: Mountain Home, Idaho

AIP PROJECT NO.: 3-16-0025-025-2025

STATEMENTS APPLICABLE TO THIS PROJECT Construct Hangar

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

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

BY: _____ **DATE:** _____

TITLE: Mayor, City of Mountain Home, Idaho

SPONSORING AGENCY: City of Mountain Home, Idaho

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

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

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

Signed _____

Sponsor's Authorized Representative

Date _____



Title _____

Mayor, City of Mountain Home, Idaho

TITLE VI PRE-AWARD SPONSOR CHECKLIST

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

AIP #: 3-16-0025-025-2025

Project Description(s): Construct Hangar

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

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

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

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

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-025-2025

Description of Work: Construct Hangar

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: Alp 3-16-0025-025-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-025-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Mountain Home Municipal Airport

Address: 2614 Airbase Road, Mountain Home, Idaho 83647

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-025-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-025-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-025-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

KU76

5a. Federal Entity Identifier:

AIP 3-16-0025-026-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Mountain Home, Idaho

*b. Employer/Taxpayer Identification Number (EIN/TIN):

82-60000229

*c. UEI:

X9K6ADUY4CZ7

d. Address:

*Street 1: 160 South 3rd Esat

Street 2:

*City: Mountain Home

County/Parish:

*State: ID

*Province:

*Country: USA: United States

*Zip / Postal Code 83647-3019

e. Organizational Unit:

Department Name:

Mountain Home Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Chris

Middle Name:

*Last Name: Curtis

Suffix:

Title: Director of Public Works

Organizational Affiliation:

City of Mountain Home, Idaho

*Telephone Number: 208-587-2108

Fax Number: (208) 587-6433

*Email: ccurtis@mountain-home.us

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

AIP 3-16-0025-026-2025

*Title:

Airport Improvement Program

13. Competition Identification Number:

N/A

Title:

N/A

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

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

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

Construct Hangar

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 2nd

*b. Program/Project: 2nd

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

17. Proposed Project:

*a. Start Date: 03/01/2025

*b. End Date: 12/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 360,454
*b. Applicant	\$ 9,486
*c. State	\$ 9,485
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 379,425

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

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

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Rich

Middle Name:

*Last Name: Sykes

Suffix:

*Title: Mayor, City of Mountain Home, Idaho

*Telephone Number: 208-587-2104

Fax Number: 208-587-2110

* Email: rsykes@hountain-home.us

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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

None.

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

None.

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

Yes.

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

Yes.

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

Yes.

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

None.

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

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

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	AIP

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,906
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			38,125
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			339,394
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 379,425
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			379,425
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 379,425
19. Federal Share requested of Line 18			360,454
20. Grantee share			9,486
21. Other shares			9,485
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 379,425

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	9,486
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 9,486
25. Other Shares	Amount
a. State	9,485
b. Other	
c. TOTAL - Other Shares	\$ 9,485
26. TOTAL NON-FEDERAL FINANCING	\$ 18,971

SECTION E – REMARKS

(Attach sheets if additional space is required)

- There have been no changes to the previously approved Exhibit "A".
- A Construction Plan Set and Bidding and Contract Documents set were completed as part of a previous project and will be used for this project.
- Title VI Assurances are attached.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: AIP 3-16-0025-026-2025

AIRPORT: Mountain Home Municipal Airport

1. Objective:

Construct Hangar

2. Benefits Anticipated:

This project will consist of the bidding and construction of a City owned 80-foot by 80-foot, or 80-foot by 100-foot aircraft hangar to allow the airport to generate revenue through leasing aircraft storage space.

3. Approach: (See approved Scope of Work in Final Application)

This project will consist of the bidding and construction of a City owned aircraft hangar. The proposed hangar will be located on the south side of the existing general aviation apron. The location is in conformance with the current Airport Layout Plan dated February 2011. The hangar will be 80-foot by 80-foot or 80-foot by 100-foot, depending on available funding, and have a 80-foot by 25-foot concrete apron connecting it to the existing asphalt apron. Stormwater drainage will be consistent with the current configuration and no new facilities will need to be constructed. Access to the hangar will utilize the existing parking lot. Construction access will be the same as what has been used during previous projects on the airport.

4. Geographic Location:

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

5. If Applicable, Provide Additional Information:

N/A

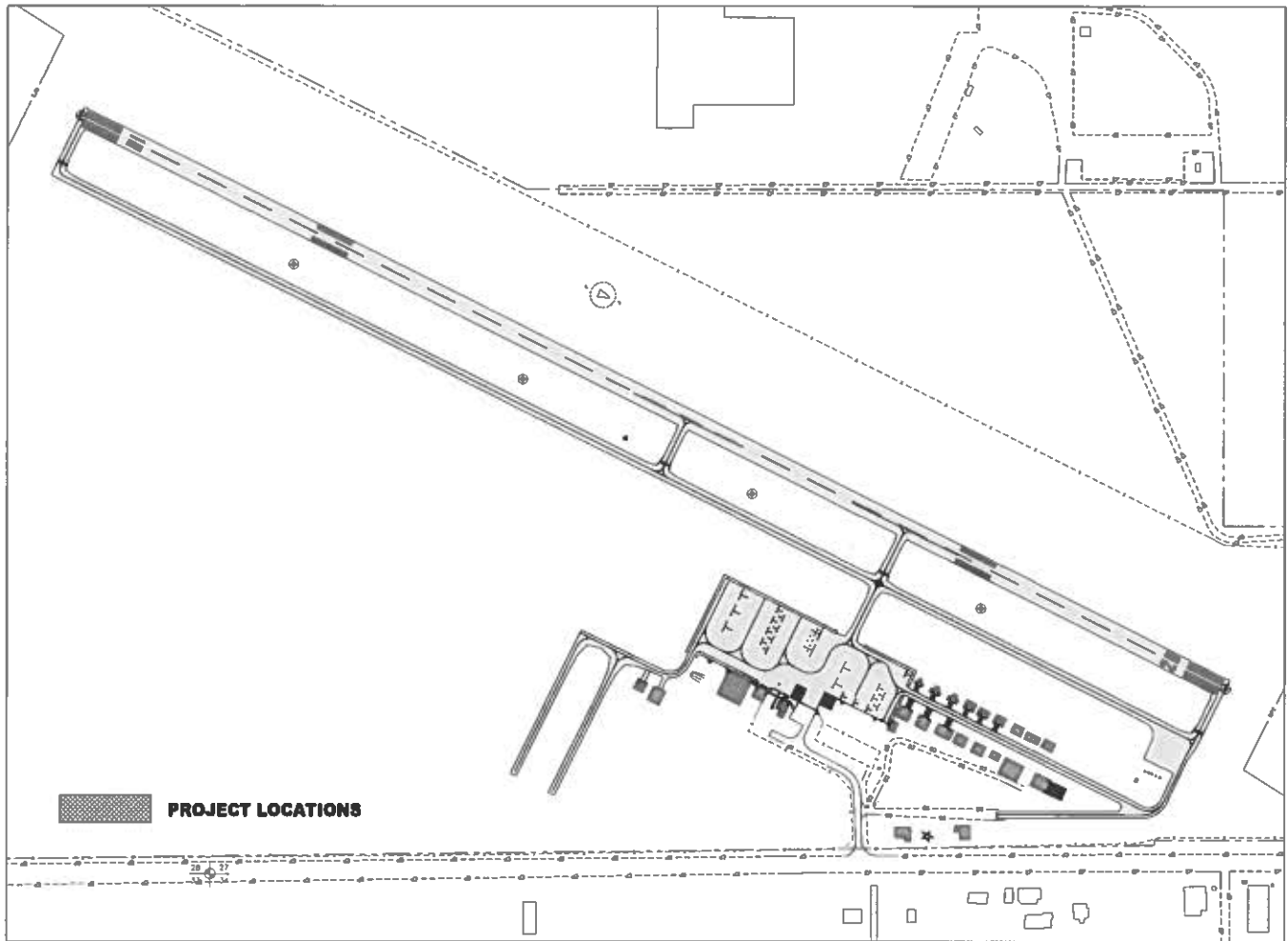
6. Sponsor's Representative: (include address & telephone number)

Mr. Chris Curtis, Director of Public Works
P.O. Box 10, 1150 South Main St., Mountain Home, Idaho 83647
208-587-2108

CIP/APPLICATION DATA SHEET

AIRPORT: MOUNTAIN HOME MUNICIPAL AIRPORT **LOCAL PRIORITY:** 1 OF 1 **UPDATED:** FEB 2025

WORK ITEM (s): CONSTRUCT HANGAR



JUSTIFICATION:

THE PROJECT WILL CONSIST OF THE DESIGN ONLY OF THE CONSTRUCTION OF A CITY OWNED AIRCRAFT HANGAR. THE PROJECT WILL BE CONSTRUCTED UNDER A SEPARATE PROJECT IN FY 2024. THE PROPOSED HANGAR WILL BE LOCATED ON THE SOUTH SIDE OF THE EXISTING GENERAL AVIATION APRON. THE LOCATION IS IN CONFORMANCE WITH THE CURRENT AIRPORT LAYOUT PLAN DATED FEBRUARY 2011. THE HANGAR WILL BE APPROXIMATELY 80-FT BY 80-FT AND HAVE A 100-FT BY 25-FT CONCRETE APRON CONNECTING IT TO THE EXISTING APRON. STORMWATER DRAINAGE WILL BE CONSISTENT WITH THE CURRENT CONFIGURATION AND NO NEW FACILITIES WILL NEED TO BE CONSTRUCTED. ACCESS TO THE HANGAR WILL UTILIZE THE EXISTING PARKING LOT.

SPONSOR SIGNATURE: _____

MR. RICH SYKES, MAYOR

DATE: _____

COST ESTIMATE:

ADMINISTRATION	\$ 1,906.00	ENGINEERING	\$ 38,125.00	EQUIPMENT	N/A
LAND	N/A	INSPECTION	N/A	CONTINGENCIES	N/A
APPRAISALS	N/A	CONSTRUCTION	\$ 339,394.00	TOTAL COST	\$ 379,425.00

ADO USE:

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

STANDARD DOT TITLE VI ASSURANCES

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

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

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

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

DATED _____

City of Mountain Home, Idaho
(Sponsor)

(Signature of Authorized Official)



CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

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

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

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Mountain Home Municipal Airport

LOCATION: Mountain Home, Idaho

AIP PROJECT NO.: 3-16-0025-026-2025

STATEMENTS APPLICABLE TO THIS PROJECT Construct Hangar

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

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

BY: _____ **DATE:** _____

TITLE: Mayor, City of Mountain Home, Idaho

SPONSORING AGENCY: City of Mountain Home, Idaho

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

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

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title Mayor, City of Mountain Home, Idaho

TITLE VI PRE-AWARD SPONSOR CHECKLIST

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

AIP #: 3-16-0025-026-2025

Project Description(s): Construct Hangar

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

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

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

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



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-026-2025

Description of Work: Construct Hangar

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: Alp 3-16-0025-026-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-026-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Mountain Home Municipal Airport

Address: 2614 Airbase Road, Mountain Home, Idaho 83647

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-026-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-026-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr. Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Mountain Home, Idaho

Airport: Mountain Home Municipal Airport

Project Number: AIP 3-16-0025-026-2025

Description of Work: Construct Hangar

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , 2025 .

Name of Sponsor: City of Mountain Home, Idaho

Name of Sponsor's Authorized Official: Mr Rich Sykes

Title of Sponsor's Authorized Official: Mayor, City of Mountain Home, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

New Record

Type: Liquor License

Applicant

Tess Beagle

1

Change Applicant

Location

PRIMARY LOCATION

The main location associated with this record.

365 North 3rd East Street Unit B, Mountain Home, ID 83647

Owner: Harry Knox

Change Location

For City Clerk Use Only:

Is this a Transfer?

Select your option

State License Number:

City License Number:

County License Number:

City Staff Member Processing application:

Information

- No person except the licensee named on the permit shall exercise any of the privileges granted by the license.
- Permit can only be exercised by the licensee
- Permit cannot be used on an already licensed premises.
- The City Council or designee reviews and approves a catering permit.

Application is hereby made for a:

BEER LICENSE:

Bottled, Canned, or Draught beer to be consumed on the premises only.

☒

Discard Draft

Save Draft

Create Record

State of Idaho Liquor License

Required

 Click or Drag to Upload

Elmore County Liquor License

 Click or Drag to Upload



Add New Attachments

Create Record



May 13, 2025

RE: Airport Hangar Inspections

Mayor and City Council,

As you are aware, the Airport's primary source of funding comes from the Federal Aviation Administration (FAA). As part of the conditions for this ongoing funding, it is the responsibility of the airport owner to ensure that the hangars, runways, taxiways, and all other areas dedicated to aviation are appropriately maintained. This includes ensuring that the contents of hangars are primarily for aviation purposes. Each leaseholder has signed a lease agreement that states, under section 4, the contents of the hangar should include at least one registered aircraft and aircraft-related items, and no other use. City staff, in order to maintain good standing with the FAA, would like to conduct a scheduled inspection of each hangar to ensure all are in compliance with the existing lease agreements. The lease states under section 10 that the city or its agents or employees shall have free access to the hangars at a reasonable time for the purpose of inspections to ensure the lessee is in compliance. City staff understands that there will be items within the hangars such as refrigerators, office furniture, supplies, and other items utilized to operate a business; these items are not the concern. Multiple vehicles, including RVs, boats, motorcycles, and non-licensed and non-operational aircraft, are the more specific concern, as this indicates that the lessee is utilizing the hangar for storage and not for aviation purposes. All of the above was sent to all airport hangar lessees in a letter dated April 1, 2024. It is the City staff's request that the Mayor and Council authorize the scheduling and inspection of all hangars to ensure compliance with all sections of the current leases that are in effect.

Sincerely,

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

Attachment #1 – Lease agreement

Attachment #2 – Letter dated April 1, 2024

Attachment #3 – 2016 – 14133 FAA Final Ruling on Hangar Usage

AIRPORT HANGAR LAND LEASE

LEASE, made this 12th day of June, 2024, between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation of the County of Elmore, State of Idaho, hereinafter designated as the “CITY”, and [REDACTED], of [REDACTED], Mountain Home, Idaho 83647, hereinafter designated as the “LESSEE”;

IN CONSIDERATION OF the covenants and agreements herein mentioned to be kept and performed by the Lessee, the City has and by these presents does lease, let and demise unto the said Lessee, the real property located in the County of Elmore, State of Idaho, at the Mountain Home Municipal Airport listed as Row [REDACTED], Lot [REDACTED] and particularly described in “Exhibit A” which is attached hereto and by this reference made a part hereof pursuant to the terms and conditions contained in the Lease.

1. TERM: The term of this lease shall be for a period of 20 years, 6 months. The initial term of this lease shall commence on the 1st day of July, 2024, and shall end on the 31st day of December, 2044. Subsequent terms of this lease shall continue from January 1 through December 31 of each year thereafter, through December 31st, 2044 subject to termination as provided herein.

2. RENT: The beginning base annual rent shall be \$180.00. The Lessee shall pay to the City as rent for the period beginning (1) year period beginning January 1, 2025, through December 31, 2025, shall be the total base rent of \$180.000. Rent for the annual periods commencing January 1, 2026, shall be the base rent of \$180.00, plus any percentage increase or decrease in the Consumer Price Index as provided in paragraph 3 below.

3. ADJUSTMENT OF RENT: The annual rent payable for each year of this lease beginning January 1, 2025, shall be due and payable on or before January 1 of each year of this lease. The base annual rent shall be increased or decreased starting January 1, 2026, in an amount equal to the percentage increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, U. S. City Average, for the previous year. Any increase in the annual rent shall not exceed a ten per cent

(10%) increase over the previous year.

4. **USE OF PREMISES:** The Lessee shall use the demised premises solely for the purpose of constructing and maintaining a hangar for the storage of at least one U.S. Registered Aircraft and Aircraft related items. This lease shall, however, be subordinate to the provisions of any existing or future agreements between the City and the United States of America or State of Idaho, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the airport. The Lessee shall comply with all ordinances of the City of Mountain Home, all laws of the State of Idaho, all rules and regulations of the Federal Aviation Administration and the rules and regulations of any other State or Federal agency.

5. **CONSTRUCTION OF HANGAR:** It is understood that the Lessee is leasing the demised premises from the City for the sole purpose of constructing a hangar for the storage of at least one U.S. Registered Aircraft and Aircraft related items. The Lessee shall not construct a hangar until the plans, specifications and color scheme for said hangar and the location thereof have been approved by the City's Director of Public Works or Engineer, Building Official and Council. Any hangar constructed on the demised premises shall comply with applicable Federal, State and local requirements, including the then current version of the International Building Code as adopted by the City of Mountain Home. The Lessee shall not make any alterations to the hangar to be constructed by him without first obtaining the consent of the City's Director of Public Works or Engineer, Building Official and Council.

6. **COVENANT TO CONSTRUCT HANGAR:** The Lessee covenants and agrees with the City that he will complete construction of a hangar as provided for herein for the storage of an airplane on the demised premises within one year from the date of this lease. If the construction of such hangar is not completed within one year from the date of this lease, then this lease shall automatically terminate and the Lessee shall immediately and peaceably vacate the demised premises.

7. **MAINTENANCE OF PREMISES:** The Lessee shall, at his own expense, keep and maintain the demised premises and any hangar constructed thereon in a good state of repair and in a clean and presentable condition at all times and promptly abate any nuisance which may arise or exist on the premises, and in addition to maintaining the demised premises and any hangar constructed thereon, the Lessee shall maintain the strip of land located between the taxi-way in front of the demised premises and the demised premises. The Lessee shall keep said strip of land free and clear of all debris and weeds. If the Lessee does not maintain said strip of land free and clear of all weeds and debris, the City may perform such work and the Lessee shall immediately pay to the City a reasonable fee for its services.

8. **NO ADVERTISING:** No signs, posters or similar devices shall be erected, displayed or maintained on the demised premises without the prior written approval of the City.

9. **TAXES AND ASSESSMENTS:** The Lessee shall pay and discharge all taxes and assessments levied or assessed on the improvements and personal property located on the demised premises.

10. **UTILITIES:** All utility charges incurred by the Lessee in connection with his occupancy of the demised premises shall be paid by the Lessee.

11. **NO ASSIGNMENT OR SUBLEASE WITHOUT PERMISSION:** The Lessee shall not assign this lease nor sublet any portion of the demised premises without first obtaining the written consent of the City, which consent shall not be unreasonably withheld.

12. **FREE ACCESS OF CITY:** The City or any of its agents or employees shall have the right of free access to said premises at all reasonable times for the purpose of inspecting the premises to determine whether or not the Lessee is complying with the provisions of this lease.

13. **REMOVAL OF IMPROVEMENTS:** At the expiration or sooner termination of this lease, providing that the Lessee is not in default under any of the provisions of this lease, the Lessee may remove any buildings or structures placed upon said premises, providing the same can be removed without material damage to the demised premises. In such event, the Lessee will fill in any excavation and restore said premises to as good a condition as they now are.

14. INDEMNITY: Lessee shall be responsible and liable for, and shall indemnify the City against any and all damages to property or for injury or death of persons arising or in any manner occasioned by the Lessee in his use and occupancy of the demised premises, and shall promptly pay any judgment therefor. The Lessee shall also hold the City harmless from liens of every kind or nature and for claims of damages resulting from any acts of the Lessee in connection with his occupancy of the demised premises.

15. HOLDING OVER: The failure of the Lessee to surrender the demised premises as provided herein and the subsequent holding over by Lessee, with or without the consent of the City, shall result in the creation of a tenancy from month to month at a monthly rental of one-twelfth of the annual rent then being paid, payable monthly in advance during the month-to-month tenancy. This provision does not give the Lessee any right to hold over at the expiration of any term. All other terms and conditions of this lease shall remain in full force and effect during any month-to-month tenancy hereunder.

16. COMPLIANCE WITH ENVIRONMENTAL LAWS AND INDEMNITY OF CITY: The Lessee shall comply with all health, safety, sanitation and environmental laws, rules and regulations of appropriate governmental agencies affecting the use and occupancy of the premises for the uses herein specified. The Lessee assumes all environmental liabilities caused by Lessee during the term of this lease arising under the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, the Resource Conservation and Recovery Act, as amended from time to time, and the Toxic Substances Control Act, as amended from time to time, together with any and all similar State and Federal laws and agrees to indemnify and hold the City harmless therefor.

17. RESTRICTION AGAINST LIENS: Lessee shall pay and settle all expenses and liabilities incurred by him arising out of or in any way connected with any of the construction, repairs, alterations or maintenance of any and all improvements thereon free and clear of all liens of mechanics or materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of such improvements.

18. NO WAIVERS: Time is of the essence of this lease and the payment of the rent hereby reserved and of every term, covenant and condition herein contained. Any extensions or indulgences granted by the City in the performance of any of the terms hereof shall not be construed as a waiver of the City's right to insist upon prompt and strict performance thereafter. No waivers or modifications of this lease shall be binding unless made in writing and subscribed by the parties hereto.

19. TERMINATION OF LEASE ON CONDEMNATION. In the event that the whole or any part of the demised premises or the whole or any part of the improvements thereon shall be taken by the action of public authorities, then this lease shall terminate as of the date title to the demised premises passed to the condemning authority. For the purpose thereof, such date of vesting in the condemner terminating this lease shall operate as though it were the date originally intended by the parties for the expiration of the tenancy created hereunder. Any rent paid in advance to the City by the Lessee shall be refunded to the Lessee on a pro rata basis.

In the event of such total or partial condemnation, Lessee shall have the right to remove all improvements placed by him on the demised premises as heretofore provided for such removal at the expiration of this lease; or if the improvements may not be so moved, then the Lessee may receive from the body or authority taking the property the value of such improvements as under the terms of this Lease might have been removed, as personal property and not as part of the real estate, and in no event shall Lessee receive a portion of any award made to the City, but Lessee's sole rights shall be limited to a separate claim for the value of the aforementioned improvements as personal property.

20. TERMINATION OF AGREEMENT BY CITY: The City may terminate this agreement upon one year's prior written notice to Lessee.

21. REMEDIES FOR DEFAULT: If default be made in the payment of the rent hereby reserved or any part thereof, or in the performance of any of the other terms and conditions hereof, then the City shall first give the Lessee thirty days' notice in writing specifying wherein the Lessee has failed to comply with this lease and which said notice may be

delivered to the Lessee personally or sent to him by registered or certified mail, addressed to him at his last known address. If sent by mail, said notice shall be deemed served upon the Lessee upon the date it is deposited in the United States mail with postage prepaid, certified or registered and addressed as above mentioned. If the Lessee fails to correct such default within said thirty-day period, then the City may re-enter and retake possession of the demised premises, with or without process of law, and may remove the Lessee from said premises, and the Lessee agrees that in case of such default he will immediately deliver up peaceful possession of the demised premises to the City upon demand. The Lessee agrees that in case of his default in complying with the terms hereof, and at the time of surrendering possession of said premises, he will pay to the City any damages sustained by the City as a result of his failure to comply with the terms hereof.

22. ATTORNEY FEES: In the event it becomes necessary for the City to place this lease in the hands of an attorney for enforcement of its rights hereunder after default of the Lessee or to institute legal proceedings for enforcement of its rights hereunder, then the Lessee agrees in such case to pay any reasonable attorney's fee incurred by the City, in addition to other damages allowed by law.

23. HEIRS, SUCCESSORS AND ASSIGNS: Except as provided in paragraph 11 above, the terms and conditions of the lease shall extend to and be binding upon the heirs, administrators, successors, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year in this lease first above written.

Signature Pages to follow

CITY OF MOUNTAIN HOME, IDAHO
a municipal corporation,

By _____
Rich Sykes, Mayor

(SEAL)

ATTEST:

Tiffany Belt, City Clerk

CITY,

STATE OF IDAHO,)

) ss.

COUNTY OF ELMORE,)

On this 12th day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and City Clerk, respectively, of the City of Mountain Home, Idaho, a municipal corporation that executed the foregoing instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for Idaho,
Residing at Mountain Home, ID
My commission expires:

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this ____ day of June, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared [REDACTED], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho,
Residing at _____, ID
My commission expires:



P.O. Box 10 • Mountain Home, ID 83647
www.mountain-home.us

April 1, 2024

Subject: Important Guidelines and Regulations for Airport Hangar Owners

Dear Hangar Owners,

As stewards of aviation facilities, it is imperative that we uphold the highest standards of safety, accessibility, and compliance. Therefore, I am writing to address several critical matters that require your attention and cooperation in ensuring the smooth operation of our airport.

FAA Requirement of Aviation Items Only to be Stored in Hangars:

The City of Mountain Home hangar lease document clearly states that hangars should be used exclusively for the storage of aviation-related items. It is imperative that hangar owners comply with this requirement and refrain from storing non-aviation-related materials or equipment in hangar facilities (automobiles, trailers, boats, ect.). Violations of this regulation may result in penalties and regulatory action by the City of Mountain and or possibly the FAA.

Access to Terminal Building:

Access to the terminal building has changed in recent weeks as part of ensuring security measures and compliance with aviation standards. If you would like to schedule the use of the terminal building, contact Tom Hoegg, City Airport Manager, to schedule that usage fees may apply. The exterior restroom facility for public use is stocked and cleaned routinely.

Approval of City Council for Subleasing of Hangar:

The subleasing of hangars must be conducted with the explicit approval of the city council. It is essential to follow all necessary procedures before engaging in any subleasing activities. Failure to do so may result in legal consequences and jeopardize the integrity of our operations at the City Airport.

Approval of City Council for Signs:

The land lease document states No advertising: No signs, posters, or similar devices shall be erected, displayed, or maintained on the demised premises without the prior written approval of the City. If you have any advertising for such, please email me the written approval documents for said advertising. If no document can be produced, please remove the advertisement immediately and submit your request to the City through the email I provided.

Animal Ordinance and Rules at the Airport:

We remind all hangar owners to adhere strictly to City ordinances regarding animals. This includes leash requirements, waste disposal regulations, and designated pet areas. By respecting these rules, we can maintain a clean and safe environment for all airport users.

6-6-13 Animals Running at Large:

A. It shall be unlawful for the owner or responsible party of any animal to allow it to run at large within the City.

1. It is the responsibility of the owner or responsible party to have control of the animal at all times when on a leash or not on a leash, or it must be confined in a fenced yard.

2. If the animal is not on the owner's or responsible party's property it must be controlled by a leash or restricting device at all times.

6-6-14 Animals not permitted in City Parks or on City Property:

A. It shall be unlawful for the owner or responsible party of any animal to allow it to remain in any City park or on any City property that has been posted "No Animals Allowed". The Chief of Police and/or the Mayor may permanently designate such signage in City parks or on City property or such designation may be done and posted on a temporary basis for special events held in City parks or on City property.

B. Violations of this section shall be an infraction, however, individuals charged with a second and/or subsequent violation(s) shall be charged with a misdemeanor.

C. Exceptions: Any "service animal" as defined in section 6-6-1 of this chapter

In conclusion, I urge all hangar owners to prioritize safety, compliance, and cooperation in all aspects of airport operations. By working together and adhering to established guidelines, we can ensure the continued success and integrity of our aviation facility.

Thank you for your attention to these matters.

Respectfully,



Tiffany Belt
City Clerk

T (208) 587-2104
tbelt@mountain-home.us

in this AD to obtain corrective actions from a manufacturer, the action must be accomplished using a method approved by the Manager, International Branch, ANM-116, Transport Airplane Directorate, FAA; or the European Aviation Safety Agency (EASA); or Saab AB, Saab Aeronautics' EASA Design Organization Approval (DOA). If approved by the DOA, the approval must include the DOA-authorized signature.

(m) Related Information

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency Airworthiness Directive 2014-0255, dated November 25, 2014, for related information. This MCAI may be found in the AD docket on the Internet at <http://www.regulations.gov> by searching for and locating Docket No. FAA-2015-7524.

(n) Material Incorporated by Reference

(1) The Director of the Federal Register approved the incorporation by reference (IBR) of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR part 51.

(2) You must use this service information as applicable to do the actions required by this AD, unless this AD specifies otherwise.

(3) The following service information was approved for IBR on July 20, 2016.

(i) Saab Service Bulletin 2000-38-011, dated October 22, 2014.

(ii) Reserved.

(4) The following service information was approved for IBR on September 9, 2014 (79 FR 45337, August 5, 2014).

(i) Saab Service Bulletin 2000-38-010, dated July 12, 2013.

(ii) Saab Service Newsletter SN 2000-1304, Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034334, Issue A, dated September 9, 2013.

(5) For service information identified in this AD, contact Saab AB, Saab Aeronautics, SE-581 88, Linköping, Sweden; telephone +46 13 18 5591; fax +46 13 18 4874; email saab340techsupport@saabgroup.com; Internet <http://www.saabgroup.com>.

(6) You may view this service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425-227-1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: <http://www.archives.gov/federal-register/cfr/ibr-locations.html>.

Issued in Renton, Washington, on May 31, 2016.

Michael Kaszycki,

Acting Manager, Transport Airplane Directorate, Aircraft Certification Service.

[FR Doc. 2016-13740 Filed 6-14-16; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Chapter I

[Docket No. FAA 2014-0463]

Policy on the Non-Aeronautical Use of Airport Hangars

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT).

ACTION: Notice of final policy.

SUMMARY: This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar."

DATES: The policy described herein is effective July 1, 2017.

FOR FURTHER INFORMATION CONTACT:

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ADDRESSES: You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:

(1) Searching the Federal eRulemaking portal (<http://www.faa.gov/regulations/search>);

(2) Visiting FAA's Regulations and Policies Web page at (http://www.faa.gov/regulations_policies); or

(3) Accessing the Government Printing Office's Web page at (<http://www.gpoaccess.gov/index.html>).

You can also get a copy by sending a request to the Federal Aviation

Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267-3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

SUPPLEMENTARY INFORMATION:

Authority for the Policy: This document is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

Background

Airport Sponsor Obligations

In July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (79 Federal Register (FR) 42483, July 22, 2014).

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97-248), as amended and recodified at 49 United States Codes (U.S.C.) 47107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant Assurance 22, *Economic Nondiscrimination*, requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19, *Operation and Maintenance*, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use,¹ with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-

¹ The terms "non-aviation" and "non-aeronautical" are used interchangeably in this Notice.

aviation commercial uses that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aeronautical purpose, even on a temporary basis, requires FAA approval. See FAA Order 5190.6B, *Airport Compliance Manual*, paragraph 22.6, September 30, 2009. The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. See Order 5190.6B, paragraphs 21.6(f)(5).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AAIA, at 49 U.S.C. 47107(a)(16), requires that AIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance 29, *Airport Layout Plan*, implements § 47107(a)(16) and provides that an ALP must designate non-aviation areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See Order 5190.6B, paragraph 7.18, and Advisory Circular 150/5070-6B, *Airport Master Plans*, Chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AAIA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and (b)(1). The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See *FAA Policies and Procedures Concerning the Use of Airport Revenue*, (64 FR 7696, 7721, February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas

of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates, in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

FAA Oversight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider the presence of those items to constitute a violation of the sponsor's obligations. When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of a hangar, until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use, even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. (64 FR 7721).

The FAA conducts land use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. See Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical areas of the airport exclusively for aeronautical purposes, unless otherwise approved by the FAA. See Order 5190.6B, paragraph 21.6.

The Notice of Proposed Policy

In July 2014, the FAA issued a notice of proposed policy on use of hangars and related facilities at federally obligated airports, to provide a clear and standardized guide for airport sponsors and FAA compliance staff. (79 FR 42483, July 22, 2014). The FAA received more than 2,400 comments on the proposed policy statement, the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association (EAA) also provided comments on behalf of their membership. Most of the

comments objected to some aspect the proposed policy statement. Comments objecting to the proposal tended to fall into two general categories:

- The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be allowed.

Discussion of Comments and Final Policy

The following summary of comments reflects the major issues raised and does not restate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice. The FAA discusses revisions to the policy based on comments received. In addition, the FAA will post frequently asked Questions and Answers regarding the Hangar Use Policy on www.faa.gov/airport-compliance. These Questions and Answers will be periodically updated until FAA Order 5190.6B is revised to reflect the changes in this notice.

1. *Comment: Commenters stated that the FAA should defer to local government and leave all regulation of hangar use to the airport operator.*

Response: The FAA has a contract with the sponsor of an obligated airport, either through AIP grant agreements or a surplus property deed, to limit the use of airport property to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies on each airport sponsor to comply with its obligations under this contract. To maintain a standardized national airport system and standardized practices in each of the FAA's nine regional offices, the agency issues guidance on its interpretation of the requirements of the AIP and surplus property agreements. It falls to the local airport sponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt compliance to local conditions at each airport.

However, some airport sponsors have adopted hangar use practices that led to airport users to complain to the FAA. Some airport users have complained that sponsors are too restrictive, and fail to allow reasonable aviation-related uses of airport hangars. More commonly, aircraft owners have complained that hangar facilities are not available for aircraft storage because airport sponsors have allowed the use of hangars for purposes that are unrelated to aviation,

such as operating a non-aviation business or storing multiple vehicles. By issuing the July 2014 notice, the FAA intended to resolve both kinds of complaints by providing guidance on appropriate management of hangar use. The agency continues to believe that FAA policy guidance is appropriate and necessary to preserve reasonable access to aeronautical facilities on federally obligated airports. However, the final policy has been revised in response to comments received on the proposal.

2. Comment: Commenters, including AOPA, stated that the FAA lacks the authority to regulate the use of privately owned hangars.

Response: The FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary part of a national system of aviation facilities. Land designated for aeronautical use offers access to the local airfield taxiway and runway system. Land designated for aeronautical use is also subject to certain conditions, including FAA policies concerning rates and charges (including rental rates) which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that come with that land in return for the special benefits of the location. The fact that the tenant pays the sponsor for use of the hangar or the land does not affect the agreement between the FAA and the sponsor that the land be used for aeronautical purposes. (In fact, most hangar owners do not have fee ownership of the property; typically airport structures revert to ownership of the airport sponsor upon expiration of the lease term). An airport sponsor may choose to apply different rules to hangars owned by the sponsor than it does to privately constructed hangars, but the obligations of the sponsor Grant Assurances and therefore the basic policies on aeronautical use stated in this notice, will apply to both.

3. Comment: Commenters believe that a policy applying the same rules to all kinds of aeronautical structures, and to privately owned hangars as well as sponsor-owned hangars, is too general. The policy should acknowledge the differences between categories of airport facilities.

Response: A number of commenters thought that rules for use of privately constructed and owned hangars should be less restrictive than rules for hangars

leased from the airport sponsor. The Leesburg Airport Commission commented that there are different kinds of structures on the airport, with variations in rental and ownership interests, and that the FAA's policy should reflect those differences. The FAA acknowledges that ownership or lease rights and the uses made of various aeronautical facilities at airports will vary. The agency expects that airport sponsors' agreements with tenants would reflect those differences. The form of property interest, be it a leasehold or ownership of a hangar, does not affect the obligations of the airport sponsor under the Grant Assurances. All facilities on designated aeronautical land on an obligated airport are subject to the requirement that the facilities be available for aeronautical use.

4. Comment: Commenters agree that hangars should be used to store aircraft and not for non-aviation uses, but, they argue the proposed policy is too restrictive on the storage of non-aviation related items in a hangar along with an aircraft. A hangar with an aircraft in it still has a large amount of room for storage and other incidental uses, and that space can be used with no adverse effect on the use and storage of the aircraft.

Response: In response to the comments, the final policy deletes the criteria of "incidental" or "de minimis" use and simply requires that non-aviation storage in a hangar not interfere with movement of aircraft in or out of the hangar, or impede access to other aeronautical contents of the hangar. The policy lists specific conditions that would be considered to interfere with aeronautical use. Stored non-aeronautical items would be considered to interfere with aviation use if they:

- Impede the movement of the aircraft in and out of the hangar;
- Displace the aeronautical contents of the hangar. (A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft);
- Impede access to aircraft or other aeronautical contents of the hangar;
- Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory); or
- Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

Note: Storage of equipment associated with an aeronautical activity (e.g., skydiving, ballooning, gliding) would be considered an aeronautical use of a hangar.

5. Comment: Commenters stated the policy should apply different rules to situations where there is no aviation demand for hangars, especially when hangars are vacant and producing no income for the sponsor.

Response: At some airports, at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is preferable to make use of the hangars to generate revenue for the airport, as long as the hangar capacity can be recovered on relatively short notice for aeronautical use when needed. See Order 5190.6B, paragraph 22.6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission, which allows month-to-month leases of vacant hangars for any purpose until a request for aeronautical use is received. The final policy requires that a sponsor request FAA approval before implementing a similar leasing plan:

- The airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis.
- The plan may be implemented only when there is no current aviation demand for the vacant hangars.
- Leases must require the non-aeronautical tenant to vacate the hangar on 30 days' notice, to allow aeronautical use when a request is received.
- Once the plan is approved, the sponsor may lease vacant hangars on a 30 days' notice without further FAA approval.

The agency believes this will allow airports to obtain some financial benefit from vacant hangars now, while allowing the hangars to be quickly returned to aeronautical use when needed. FAA pre-approval of a month-to-month leasing plan will minimize the burden on airport sponsors and FAA staff since it is consistent with existing interim use guidance.

6. Comment: Commenter indicates that the terms "incidental use" and "insignificant amount of space" are too vague and restrictive.

Response: The FAA has not used these terms in the final policy. Instead, the policy lists specific prohibited conditions that would be considered to interfere with aeronautical use of a hangar.

7. Comment: Commenter states Glider operations require storage of items at the airport other than aircraft, such as tow vehicles and towing equipment. This should be an approved use of hangars.

Response: Tow bars and glider tow equipment have been added to the list of examples of aeronautical equipment. Whether a vehicle is dedicated to use for glider towing is a particular fact that can be determined by the airport sponsor in each case. Otherwise the general rules for parking a vehicle in a hangar would apply.

8. **Comment:** Commenter states it should be clear that it is acceptable to park a vehicle in the hangar while the aircraft is out of the hangar being used.

Response: The final policy states that a vehicle parked in the hangar, while the vehicle owner is using the aircraft will not be considered to displace the aircraft, and therefore is not prohibited.

9. **Comment:** Commenters, including Experimental Aircraft Association (EAA), stated that aviation museums and non-profit organizations that promote aviation should not be excluded from hangars.

Response: Aviation museums and other non-profit aviation-related organizations may have access to airport property at less than fair market rent, under section VII.E of the FAA Policy and Procedures Concerning the Use of Airport Revenue. (64 FR 7710, February 16, 1999). However, there is no special reason for such activities to displace aircraft owners seeking hangar space for storage of operating aircraft, unless the activity itself involves use and storage of aircraft. Accordingly, aviation museums and non-profit organizations will continue to have the same access to vacant hangar space as other activities that do not actually require a hangar for aviation use, that is, when there is no aviation demand (aircraft storage) for those hangars and subject to the discretion of the airport operator.

10. **Comment:** Commenters suggest that the policy should allow a 'grace period' for maintaining possession of an empty hangar for a reasonable time from the sale of an aircraft to the purchase or lease of a new aircraft to be stored in the hangar.

Response: The FAA assumes that airport lease terms would include reasonable accommodation for this purpose and other reasons a hangar might be empty for some period of time, including the aircraft being in use or at another location for maintenance. The reasons for temporary hangar vacancy and appropriate "grace periods" for various events depend on local needs and lease policies, and the FAA has not included any special provision for grace periods in the final policy.

11. **Comment:** Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in

recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.

Response: The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas. The policy requires only that any non-aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.

12. **Comment:** Commenters, including EAA, stated that all construction of an aircraft should be considered aeronautical for the purpose of hangar use, because building an aircraft is an inherently aeronautical activity. The policy should at least allow for use of a hangar at a much earlier stage of construction than final assembly.

Response: The FAA has consistently held that the need for an airport hangar in manufacturing or building aircraft arises at the time the components of the aircraft are assembled into a completed aircraft. Prior to that stage, components can be assembled off-airport in smaller spaces. This determination has been applied to both commercial aircraft manufacturing as well as homebuilding of experimental aircraft.

A large majority of the more than 2,400 public comments received on the notice argued that aircraft construction at any stage is an aeronautical activity. The FAA recognizes that the construction of amateur-built aircraft differs from large-scale, commercial aircraft manufacturing. It may be more difficult for those constructing amateur-built or kit-built aircraft to find alternative space for construction or a means to ultimately transport completed large aircraft components to the airport for final assembly, and ultimately for access to taxiways for operation.

Commenters stated that in many cases an airport hangar may be the only viable location for amateur-built or kit-built aircraft construction. Also, as noted in the July 2014 notice, many airports have vacant hangars where a lease for construction of an aircraft, even for several years, would not prevent owners of operating aircraft from having access to hangar storage.

Accordingly, the FAA will consider the construction of amateur-built or kit-built aircraft as an aeronautical activity. Airport sponsors must provide reasonable access to this class of users, subject to local ordinances and building codes. Reasonable access applies to currently available facilities; there is no

requirement for sponsors to construct special facilities or to upgrade existing facilities for aircraft construction use.

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a reasonable time. The FAA's policy with respect to commercial aircraft manufacturing remains unchanged.

13. **Comment:** Commenter suggests that the time that an inoperable aircraft can be stored in a hangar should be clarified, because repairs can sometimes involve periods of inactivity.

Response: The term "operational aircraft" in the final policy does not necessarily mean an aircraft fueled and ready to fly. All operating aircraft experience downtime for maintenance and repair, and for other routine and exceptional reasons. The final policy does not include an arbitrary time period beyond which an aircraft is no longer considered operational. An airport operator should be able to determine whether a particular aircraft is likely to become operational in a reasonable time or not, and incorporate provisions in the hangar lease to provide for either possibility.

14. **Comment:** Commenter suggests that the FAA should limit use of hangars on an obligated airport as proposed in the July 2014 notice. Airport sponsors frequently allow non-aeronautical use of hangars now, denying the availability of hangar space to aircraft owners.

Response: Some commenters supported the relatively strict policies in the July 2014 notice, citing their experience with being denied access to hangars that were being used for non-aviation purposes. The FAA believes that the final policy adopted will allow hangar tenants greater flexibility than the proposed policy in the use of their hangars, but only to the extent that there is no impact on the primary purpose of the hangar. The intent of the final policy is to minimize the regulatory burden on hangar tenants and to simplify enforcement responsibilities for airport sponsors and the FAA, but only as is consistent with the statutory requirements for use of federally obligated airport property.

Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

Use of Aeronautical Land and Facilities

Applicability

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

I. General

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

II. Standards for Aeronautical Use of Hangars

a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.

b. Aeronautical uses for hangars include:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not

interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b).

f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

III. Approval for Non-Aeronautical Use of Hangars

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. *FAA advance approval of an interim use:* Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B

paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. *FAA approval of a month-to-month leasing plan:* An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. *Other cases:* Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

IV. Use of Hangars for Construction of an Aircraft

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

V. No Right to Non-Aeronautical Use

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

VI. Sponsor Compliance Actions

a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.

b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.

c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.

d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

21 CFR Parts 660, 801, and 809

[Docket No. FDA-2013-N-0125]

RIN 0910-AG74

Use of Symbols in Labeling

AGENCY: Food and Drug Administration, HHS.

ACTION: Final rule.

SUMMARY: The Food and Drug Administration (FDA or the Agency) is issuing this final rule revising its medical device and certain biological product labeling regulations to explicitly allow for the optional inclusion of graphical representations of information, or symbols, in labeling (including labels) without adjacent explanatory text (referred to in this document as "stand-alone symbols") if certain requirements are met. The final rule also specifies that the use of symbols, accompanied by adjacent explanatory text continues to be permitted. FDA is also revising its prescription device labeling regulations to allow the use of the symbol statement "Rx only" or "R only" in the labeling for prescription devices.

DATES: This rule is effective September 13, 2016.

FOR FURTHER INFORMATION CONTACT: For information concerning the final rule as it relates to devices regulated by the Center for Devices and Radiological Health (CDRH): Antoinette (Tosia) Hazlett, Center for Devices and Radiological Health, Food and Drug Administration, Bldg. 66, Rm. 5424, 10903 New Hampshire Ave., Silver Spring, MD 20993-0002, 301-796-6119, email: Tosia.Hazlett@fda.hhs.gov.

For information concerning the final rule as it relates to devices regulated by the Center for Biologics Evaluation and Research: Stephen Ripley, Center for Biologics Evaluation and Research, Food and Drug Administration, 10903 New Hampshire Ave., Bldg. 71, Rm. 7301, Silver Spring, MD 20993-0002, 240-402-7911.

SUPPLEMENTARY INFORMATION:

Executive Summary

Purpose of the Regulatory Action

The final rule explicitly permits the use of symbols in medical device labeling without adjacent explanatory text if certain requirements are met. The medical device industry has requested the ability to use stand-alone symbols on domestic device labeling, consistent with their current use on devices manufactured for European and other foreign markets. The final rule seeks to harmonize the U.S. device labeling requirements for symbols with international regulatory requirements, such as the Medical Device Directive 93/42/EEC of the European Union (EU) (the European Medical Device Directive) and global adoption of International Electrotechnical Commission (IEC) standard IEC 60417 and International Organization for Standardization (ISO) standard ISO 7000-DB that govern the use of device symbols in numerous foreign markets.

Summary of the Major Provisions of the Regulatory Action in Question

FDA has generally interpreted existing regulations not to allow the use of symbols in medical device labeling, except with adjacent English-language explanatory text and/or on in vitro diagnostic (IVD) devices intended for professional use. Under the final rule, symbols established in a standard developed by a standards development organization (SDO) may be used in medical device labeling without adjacent explanatory text as long as: (1) The standard is recognized by FDA under its authority under section 514(c) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) (21 U.S.C. 360d(c)) and the symbol is used according to the specifications for use of the symbol set



Dated as of May 7, 2025

Lease Number 1100451-6

City of Mountain Home dba Desert Canyon Golf Course
160 SOUTH 3RD EAST P.O. BOX 10
MOUNTAIN HOME, ID 83647

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Please have the Authorized Signor execute the documents and provide their title.
- Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
- Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
- Above documentation can be emailed to maverick.stock@pnc.com.

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at SMEDocs@leaserv.com

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at customercare@leaserv.com.

Sincerely,

Maverick Stock

Commercial Transaction Coordinator

Lease Agreement

Dated as of May 7, 2025
Lease Number: 1100451-6

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
City of Mountain Home dba Desert Canyon Golf Course
160 SOUTH 3RD EAST P.O. BOX 10
MOUNTAIN HOME, ID 83647

FEDERAL TAX ID
826000229

Equipment Description:

Quantity	Description	Serial No.
1	Greensmaster TriFlex Hybrid 3320	

Equipment Location: 1880 E 8TH N. MOUNTAIN HOME, ID., 83647

Payment Information

Number of Payments: 5	Rent Amount: \$ 11,927.00 + Applicable Taxes	Payable: Due Date (to be inserted by Lessor): <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually	Lease Term (in months): 60 months	End of Lease Provision: <input type="checkbox"/> FMV - Cars <input type="checkbox"/> Rental <input type="checkbox"/> PUT - _____ <input checked="" type="checkbox"/> FMV – Turf (Annual Hours -600) <input type="checkbox"/> \$1 Out
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☒ See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the “Equipment”) described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee’s responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee’s Rent payments are due in Advance, Lessee’s first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor’s acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee’s obligations to Lessor. Lessee hereby authorizes Lessor to insert a Due Date where applicable under this Lease once determined.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee’s fiscal year, Lessee’s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN “AS IS” CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE’S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE

MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

- 6. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
- 7. USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
- 8. TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 9. INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 10. IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
- 11. LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
- 12. INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 13. DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 14. REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default. Lessee acknowledges and agrees that the Equipment may contain GPS tracking capabilities and consent to the use by us of GPS tracking, and all information gathered therefrom, to locate the Equipment at any time if such Equipment is not returned by you in accordance with this Lease. Lessee further authorizes the manufacturer of the Equipment to share any GPS tracking information (including without limitation geolocation information) with us upon our request (which request should only be made by us upon a default, event of default and/or your failure to return the Equipment in accordance with the terms of this Lease).
- 15. LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is"

basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.

- 16. RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: **“Anti-Terrorism Laws”** means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; **“Compliance Authority”** means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; **“Covered Entity”** means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; **“Embargoed Property”** means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; **“Reportable Compliance Event”** means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity’s use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; **“Sanctioned Jurisdiction”** means a country subject to a sanctions program maintained by any Compliance Authority; and **“Sanctioned Person”** means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.



25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor’s damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor’s rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE’S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, PA 19044

Lessee: City of Mountain Home dba Desert Canyon Golf Course
160 SOUTH 3RD EAST P.O. BOX 10
MOUNTAIN HOME, ID 83647

Signature: 	Signature: 
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CERTIFICATE OF ACCEPTANCE

Lease Number: 1100451-6

In compliance with the terms, conditions and provisions of Lease Agreement # 1100451-6 ("**Lease**") by and between the undersigned **City of Mountain Home dba Desert Canyon Golf Course** ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

Lessee: City of Mountain Home dba Desert Canyon Golf Course

160 SOUTH 3RD EAST P.O. BOX 10
MOUNTAIN HOME, ID 83647

Signature:

X

Print Name:

Title:

Date:

SCHEDULE A
Lease Number 1100451-6

This Schedule supplements and is hereby incorporated by reference as part of above referenced Lease # ("Lease") by and between Lessee and Lessor.

Variable Payments Structure			
5	@	\$11,927.00	+ Applicable Sales Tax

Lessor: PNC Bank, National Association

Lessee: City of Mountain Home dba Desert Canyon Golf Course

Signature: X	Signature: X
Print Name:	Print Name:
Title:	Title:
Date:	Date:

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 1100451-6

Lessee: **City of Mountain Home dba Desert Canyon Golf Course**

Amount: \$59,635.00 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNERS ONLY

Name (print)	Title:

ADOPTED AND APPROVED as of the date signed below.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **City of Mountain Home dba Desert Canyon Golf Course**

Signature of Secretary/Clerk of Lessee

Signature:

X

Print Name:

Title:

Date:



May 7, 2025

Customer# 1100451

City of Mountain Home dba Desert Canyon Golf Course

160 SOUTH 3RD EASTP.O. BOX 10

MOUNTAIN HOME, ID 83647

Attn: Accounts Payable

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and City of Mountain Home dba Desert Canyon Golf Course

Under the terms of your Agreement # 1100451-6, you are required to carry adequate insurance coverage on the financed equipment. **If your Certificate of Insurance is not received, and your Agreement is \$1,000,000 or less you will automatically be enrolled in our Equipment Protection Program underwritten by Great American. If your Agreement is over \$1,000,000 evidence of insurance is required prior to funding.** Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	Greensmaster TriFlex Hybrid 3320	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis. **The replacement cost in the amount of \$59,529.36 USD must be listed on the Certificate of Insurance.**
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNC Bank, National Association prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form for this specific transaction or a blanket certificate for all equipment financed by PNC under Customer Number # 1100451, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee

Attn: Insurance Department

655 Business Center Drive, Suite 250

Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com

Lessee: City of Mountain Home dba Desert Canyon Golf

Course

Signature:

x

Print Name:

Title:

Date:



Lease # 1100451-6

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: : City of Mountain Home	Federal Tax ID Number: 826000229
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Preferred Method of Payment:

Is a Purchase Order Number required on Invoices? ☐ YES ☐ NO Purchase Order # _____

Please enter your preferred method (Mail/Email): _____

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:
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Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
------------	--------

Email: _____

Contact 2:	Phone:
------------	--------

Email: _____

I hereby attest the above information is accurate.

Signature X	Date
----------------	------

Email: _____

PNC Bank, National Association ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State _____
Taxing District _____

Additional comments:

Lease Number 1100451-6

**Lessee: City of Mountain Home dba Desert Canyon
Golf Course**

Signature:

X

Print Name:

Title:

Date:

RESOLUTION NO. #11-2025R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN HOME, IDAHO, AUTHORIZING THE EXECUTION AND DELIVERY OF A EQUIPMENT LEASE AGREEMENT WITH PNC EQUIPMENT FINANCE, AS LESSOR AND SEPARATE LEASE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Mountain Home, Idaho, (the “Lessee”), a municipal corporation of the County of Elmore, State of Idaho, is authorized by the laws of the State of Idaho is authorized by the laws of the State of Idaho to purchase, acquire and lease certain Equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the City Council is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee;

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules in the principal amount not exceeding the amount stated above for the purpose of acquiring the property to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee;

WHEREAS, PNC Equipment Finance (“Lessor”) shall act as Lessor under said Leases;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MOUNTAIN HOME AS FOLLOWS:

1. It is hereby found and determined that the terms of the Equipment Lease Agreement (including the Payment Schedule attached thereto), in the form presented at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing, and leasing of the Equipment.

2. The City Council, as the governing body of Lessee, hereby represents that this Lease is to be a “qualified tax-exempt obligation” pursuant to Section 265(b)(3)(C) of the IRS Code of 1986 (the “Code”) as amended.
3. Lessee has not issued, and reasonably anticipates that it will not issue Tax-Exempt obligations in the amount exceeding \$10,000,000.00, during the current calendar year.
4. The form, terms and provisions of the Equipment Lease Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting. The Mayor of the City of Mountain Home is hereby authorized and directed to sign and deliver the Equipment Lease Agreement and all exhibits attached thereto, and the City Clerk is hereby authorized to attest to the foregoing and affix the seal of the City to such documents.
5. The Lessee’s obligations under the Lease shall be subject to annual appropriation or renewal by the City Council as set forth in the Lease and the Lessee’s obligations under the Lease shall not constitute general obligations of the Lessee or indebtedness under the Constitution or Laws of the State of Idaho.
6. The Mayor and the officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Equipment Lease Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.
7. This Resolution shall be effective immediately upon its approval and adoption.

PASSED by the City Council of the City of Mountain Home, Idaho, on the ____day of May 2025.

APPROVED by the Mayor of the City of Mountain Home, Idaho, on the ____day of May 2025.

Rich Sykes, Mayor

ATTEST:

(SEAL)

Tiffany Belt, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Construct Hangar (Bidding and Construction), A.I.P. 3-16-0025-025/026-2025
Mountain Home Municipal Airport, Idaho

THIS AGREEMENT is effective as of the ____ day of May 2025 by and between, CITY OF MOUNTAIN HOME, IDAHO, 160 S. 3rd E St., Mountain Home, Idaho, 83647 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 2760 W. Excursion Ln, Ste. 400 Boise, Idaho, 83642, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: Provide engineering bidding and construction services related to the Construct Aircraft Hangar Project hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 160 S. 3rd E St., Mountain Home, Idaho, 83647 and to J-U-B at 2760 W. Excursion Lane, Ste 400, Meridian, Idaho, 83642. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Idaho. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Elmore County, Idaho.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided

that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.

- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents. Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during

construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by CLIENT:** The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:

- 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
- 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
- 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant:** J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 - 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29)

J-U-B agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. Termination of DBE Subcontracts (49 CFR § 26.53(f));

J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

J-U-B must give the DBE five days to respond to the notice and advise of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve J-U-B's action. If required in a particular case as a matter of public necessity the Sponsor may provide a response period shorter than five days.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information
- (4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered

transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.18 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.19 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF MOUNTAIN HOME, IDAHO

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:  _____

Name: Toby J. Epler, P.E.

Title: Vice President

Name: Katie Given

Title: Administrative Assistant

Applicable Attachments or Exhibit to this Agreement are indicated as marked

☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**

☒ **J-U-B Debarment Lookup**

☒ **Attachment 1** – Scope of Services, Basis of Fee and Schedule

☒ **Attachment 1A** – Detailed Scope of Work

☒ **Attachment 1B** – Fee Breakdown

☐ **Attachment 2** – Special Provisions

☒ **Exhibit A** – Construction Phase Services

☐ _____

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

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

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

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

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____

- Entity Registration
- Exclusions**
- Active Exclusions
- Responsibility / Qualification
- Entity Reporting

J-U-B ENGINEERS INC

Active Registration

Entity Information

Unique Entity ID CAGE/NCAGE
WU2TGK7D3J49 0KJY0

Expiration Date

Nov 18, 2025

Physical Address

**2760 W Excursion LN
Meridian, Idaho
83642-5750, United States**

Mailing Address

**2760 W Excursion Lane
Suite 400
Meridian, Idaho
83642, United States**

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.



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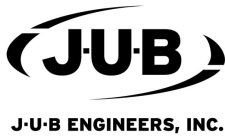
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J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Construct Hangar (Bidding and Construction)

AIRPORT NAME: Mountain Home Municipal Airport

CLIENT: Mountain Home, Idaho

A.I.P. NUMBER: 3-16-0025-025-2025 and 3-16-0025-026-2025

J-U-B PROJECT NUMBER: 45-24-014

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO

- ☒ **AGREEMENT DATED:** _____; or
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0025-025/026-2025 included the Project Formulation, Bidding, Construction and Project Closeout Engineering Services for the following Items:

- Bidding and Construction Engineering Services related to the Construct Aircraft Hangar project.

This project was designed under a previous grant. The project will be funded by Companion FAA AIP & BIL Grants.

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. Bidding and Construction Phase

- a. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:
 - i. **Payroll Cost:** Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any reasonable salary increases, promotions and other payroll adjustments during the course of this work.
 - ii. **Payroll Additives:** Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 64.60 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.

- iii. **General and Administrative Overhead Cost:** These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 113.95% percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.
 - iv. **Direct Cost and Out-of-Pocket Cost:** These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.
 - v. **Fixed Fee:** The Fixed Fee for performance completed under this task shall be twelve thousand six hundred twenty dollars and seventy cents (\$12,620.70)]. Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
- b. Total estimate for Bidding and Construction Phase, including fixed fee, for the work under this AGREEMENT shall not exceed ninety-nine thousand seven hundred eight dollars and zero cents (\$99,708.00). This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Authorization for Additional Services.
- 2. Total Project Fees. Total fees as outlined above are ninety-nine thousand seven hundred eight dollars and zero cents (\$99,708.00). See Attachment 1B for a detailed fee breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Bidding: April 2025
Construction: Fall/Winter 2025/26
Close-Out: Spring 2026

This Agreement shall be in effect from April 1, 2025 to June 30, 2026. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: Federal

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

A. Airport (A05)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Construct Hangar (Bidding and Construction)

AIRPORT NAME: Mountain Home Municipal Airport

CLIENT: Mountain Home, Idaho

A.I.P. NUMBER: 3-16-0025-025-2025 and 3-16-0025-026-2025

J-U-B PROJECT NUMBER: 45-24-014

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

- ☒ **AGREEMENT DATED** _____ **2025; or**
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0025-025/026-2025 included the Project Formulation, Bidding, Construction and Project Closeout Engineering Services for the following Items:

- Bidding and Construction Engineering Services related to the Construct Aircraft Hangar project.

This project was designed under a previous grant. The project will be funded by Companion FAA AIP & BIL Grants.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Formulation Phase

1. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
2. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
3. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
4. Assist CLIENT with preparation and submittal of one (1) FAA Grant Application, for FAA AIP funding, for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
5. Assist CLIENT with preparation and submittal of one (1) FAA Grant Applications, for FAA BIL funding, for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.

6. Assist CLIENT in the submittal of one (1) FAA Sponsor Certifications, for FAA AIP funding. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
7. Assist CLIENT in the submittal of one (1) FAA Sponsor Certifications, for FAA BIL funding. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
8. Prepare and submit four (4) FAA Quarterly Performance Reports and one (1) Fiscal Year End Financial FAA 271 and 425 forms for throughout the project.
9. Attend six (6) meetings with the Airport Advisory Board and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
10. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) for FAA AIP/BIL Grant by submitting data as described. It is anticipated that the CLIENT will prepare and process six (6) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

B. Task 002: Bidding Phase

1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested. Fees for Plan & Specification Reproduction shall be reflected in the "Printing" line below.
2. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
3. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
5. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting at Mountain Home City Hall.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

C. Subtask 003: Construction Phase

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.

3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
7. Provide one part-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 24 working days (Critical observation times during 12-week construction period) at 8 hours per day plus 2 hours a day for drive time. In addition, the Project Manager will visit the site over the life of the project (5 visits) for 2 hours each visit plus 2 hour of drive time to provide construction review.
8. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
9. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
10. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
11. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms to CLIENT and FAA. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
12. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of one Change Order.
13. Conduct final and substantial completion inspections. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
14. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

D. Subtask 004: Project Closeout Phase

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA for FAA AIP Grant.
2. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA for FAA BIL Grant.
3. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
4. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.

5. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
6. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to State Division of Aeronautics.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- Project was designed under a previous grant.
- No DBE Goal or Program Update.
- No SMS Plan.
- No AGIS Survey.

ATTACHMENT 1B

PROJECT TITLE:		FY 2025 Mountain Home Municipal Airport Project AIP 3-16-0025-025/026-2025											
CLIENT:		City of Mountain Home, Idaho											
JOB NUMBER:		45-25-014											
DATE:		April 17, 2025											
J-U-B ENGINEERS FEE ESTIMATE (CONSTRUCTION)													
TASK NO	PROJECT TASK	Principal \$248.00	Project Manager \$191.00	Aviation Engineer \$157.00	Designer \$146.00	EIT \$123.00	Survey PLS \$187.00	2-Person Survey Crew \$258.00	Admin Assistant \$76.00	Con. Resident Engineer \$117.00	Trips	TOTAL HRS	TASK DIRECT COSTS
A. Project Formulation Phase													
1	Project Scope Development & Formulation	1	2	0	0	0	0	0	0	0		3	\$630.00
2	Prepare Cost Proposal	1	2	0	0	0	0	0	0	0		3	\$630.00
3	Prepare Professional Service Agreement	1	0	0	0	0	0	0	2	0		3	\$400.00
4	Prepare FAA Grant Application for AIP Funds	0	1	4	0	1	0	0	2	0		8	\$1,094.00
5	Prepare FAA Grant Application for BIL Funds	0	1	4	0	1	0	0	2	0		8	\$1,094.00
6	Prepare FAA Sponsor Certifications for AIP	0	0	1	0	0	0	0	1	0		2	\$233.00
7	Prepare FAA Sponsor Certifications for BIL	0	0	1	0	0	0	0	1	0		2	\$233.00
8	Prepare Quarterly Performance Reports	0	2	2	0	0	0	0	0	0		4	\$696.00
9	Attend Advisory Board Meetings	0	12	0	0	0	0	0	0	0	6	12	\$2,292.00
10	Prepare Request for Reimbursements	0	3	6	0	0	0	0	3	0		12	\$1,743.00
B. Bidding Phase													
1	Administer Bidding Process	0	2	8	0	0	0	0	4	0		14	\$1,942.00
2	Provide Pre-Bid Conference	0	3	5	0	0	0	0	0	0	1	8	\$1,358.00
3	Prepare Bid Addendums	0	2	6	0	0	0	0	6	0		14	\$1,780.00
4	Respond to Bidders Questions	0	2	8	0	0	0	0	0	0		10	\$1,638.00
5	Conduct Bid Opening	0	3	0	0	0	0	0	0	0	1	3	\$573.00
6	Prepare Bid Tabulations	0	1	4	0	0	0	0	4	0		9	\$1,123.00
7	Prepare Bid and Cost Analysis	0	1	2	0	0	0	0	0	0		3	\$505.00
C. Construction Phase													
1	Prepare Construction Award Documents	0	1	4	0	0	0	0	1	0		6	\$895.00
2	Coordinate with FAA and Client on Award	0	4	0	0	0	0	0	0	0		4	\$764.00
3	Conduct Pre-Construction Conference	0	4	4	0	0	0	0	0	4	1	12	\$1,860.00
4	Review and Coordinate Contractor Schedule	0	0	2	0	0	0	0	0	0		2	\$314.00
5	Review Shop Drawings and Submittals	0	8	8	0	0	0	0	0	8		24	\$3,720.00
6	Conduct Weekly Construction Meetings	0	0	6	0	0	0	0	6	0		12	\$1,398.00
7	Provide Part-Time Project Representative (24 Days)	0	20	0	0	0	0	0	0	240	29	260	\$31,900.00
8	Provide Office Administration Support	0	6	12	0	0	0	0	12	0		30	\$3,942.00
9	Review Contractor's Pay Request Monthly	0	3	3	0	0	0	0	0	0		6	\$1,044.00
10	Review Contractor Certified Payrolls & EEO Docs	0	0	12	0	0	0	0	12	0		24	\$2,796.00
11	Coordinate with FAA and Client Weekly on Construction Progress	0	6	12	0	0	0	0	0	0		18	\$3,030.00
12	Prepare Construction Change Orders	0	2	2	0	0	0	0	0	0		4	\$696.00
13	Conduct Final and Substantial Completion	0	2	2	0	0	0	0	0	0	1	5	\$696.00
14	Prepare Record Drawings	0	1	2	2	0	0	0	0	2		7	\$1,031.00
D. Project Closeout Phase													
1	Prepare Final Project Report for AIP Grant	0	5	8	0	0	0	0	0	5		18	\$2,796.00
2	Prepare Final Project Report for BIL Grant	0	5	8	0	0	0	0	0	5		18	\$2,796.00
3	Update ALP Set	0	2	2	16	0	0	0	2	0		22	\$3,184.00
4	Report DBE Participation	0	2	6	0	0	0	0	0	0		8	\$1,324.00

ATTACHMENT 1B

PROJECT TITLE:		FY 2025 Mountain Home Municipal Airport Project AIP 3-16-0025-025/026-2025											
CLIENT:		City of Mountain Home, Idaho											
JOB NUMBER:		45-25-014											
DATE:		April 17, 2025								J-U-B ENGINEERS FEE ESTIMATE (CONSTRUCTION)			



J-U-B ENGINEERS, Inc.
FAA AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Mountain Home, Idaho

Project: Construct Hangar, AIP 3-16-025-025/026-2025

The FAA Agreement for Professional Services dated _ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Yes | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| <input type="checkbox"/> No | |
| <input checked="" type="checkbox"/> Yes | 2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |
| <input type="checkbox"/> No | |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☐ Yes
☒ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes
☐ No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ Yes
☐ No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ Yes
☐ No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ Yes
☐ No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ Yes
☐ No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☒ Yes
☐ No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | | |
|---|----|---|
| <input type="checkbox"/> Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| <input checked="" type="checkbox"/> No | | |
|
<input type="checkbox"/> Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
|
<input checked="" type="checkbox"/> No | | |
|
<input type="checkbox"/> Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
|
<input checked="" type="checkbox"/> No | | |
|
<input type="checkbox"/> Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
|
<input checked="" type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
|
<input type="checkbox"/> No | | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J U B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J U B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

This agreement shall be in effect from May 7, 2025 to December 31, 2025.

Dated this 7th day of May, 2025,

CLIENT

J-U-B ENGINEERS, Inc.

By: _____

Project Representative or Authorized Signatory for
CLIENT

By: _____

Project Representative or Authorized Signatory for J-U-B



Print or Type Name and Title

Toby J. Epler, P.E. Vice President

Print or Type Name and Title

OLD BUSINESS

NEW BUSINESS

April 28, 2025

City of Mountain Home City Council

Attn: Scott Harjo, President

160 South 3rd East

Mountain Home ID 83647

Email: sharjo@mountainhome.us

RE: Application for Economic Development Incentives

Dear Mr. Harjo,

Please accept this letter as application for economic development relief for **plan review fees** and **building permit fees** relating to a potential expansion project at our facility in Mountain Home, ID. In addition, we respectfully request the opportunity for an **expedited permitting process**. Details of the project are as follows:

Location - Marathon Cheese Corporation production facility at 3000 NW Marathon Way, Mountain Home. Please see the site plan on page 3 of this letter.

Project Description - addition of 40,720 square feet to the existing facility of approximately 204,000 square feet.

Approximate Project Cost - \$20,200,000 for facility; potential future equipment of \$10,000,000 - \$15,000,000.

Project Narrative - the construction of the existing facility was completed In 2006. The production floor was sized to accommodate the typical footprint of a natural cheese packaging line(s). Over time, equipment innovation and line automation improvements in employee safety and food quality requires a longer footprint to adequately service our business. The suggested addition would relocate the existing warehousing 100 feet to the North and allow for expansion of the production room.

The larger production room would accommodate for the placement of equipment at the front and back of the existing lines. In addition, the expansion would accommodate the addition of two full packaging lines, requiring an 10 person average crew per shift or a total of 60 potential production jobs. These roles currently have an average annual wage of \$46,360 plus average benefit value of \$13,800 for a total annual compensation value of \$60,160.

Minimal Incremental Burden on the City - while this project promotes further investment and jobs in the City of Mountain Home, we do not believe it incrementally increases the City's burden of services such as fire, police or streets relative to the dollars we would invest through the project. As such, we believe relief of such fees is an equitable request.

Community Impact - Since 2005, Marathon Cheese has gladly been a generous supporter of activities and programs within the Mountain Home community and school district. Over the last five years, we have supported over 50 organizations for a value exceeding \$30,000, including investment in the City's dog park and fitness trail. In addition, our Foundation funds a scholarship program that has impacted approximately 60 local students in the aggregate of nearly \$120,000. With honor, we annually support Air Force Appreciation Day with a flavorful assortment of natural cheese.

Additional Context - Marathon has been interested in this project for some time. Most recently, input on the cost of utilities through Idaho Power have caused us to reevaluate whether to proceed at this location or invest in a nearly identical project at our Wisconsin facility in the City of Medford.

Dialogue with Idaho Power continues. In the meantime, we are exploring potential incentives at the local and state level to justify this level of investment at our Mountain Home facility at this time.

In summary, we appreciate your consideration to this application for relief of **plan review fees** and **building permit fees** relating to the project and an **expedited permitting process**. We respectfully request your response by Wednesday, May 7th so we can continue with our decision process.

Please feel free to contact me should you have any questions.

Sincerely,

Nancy J. Kaiser

Nancy J. Kaiser
Vice President - Finance
nkaiser@mcheese.com
715-443-9200

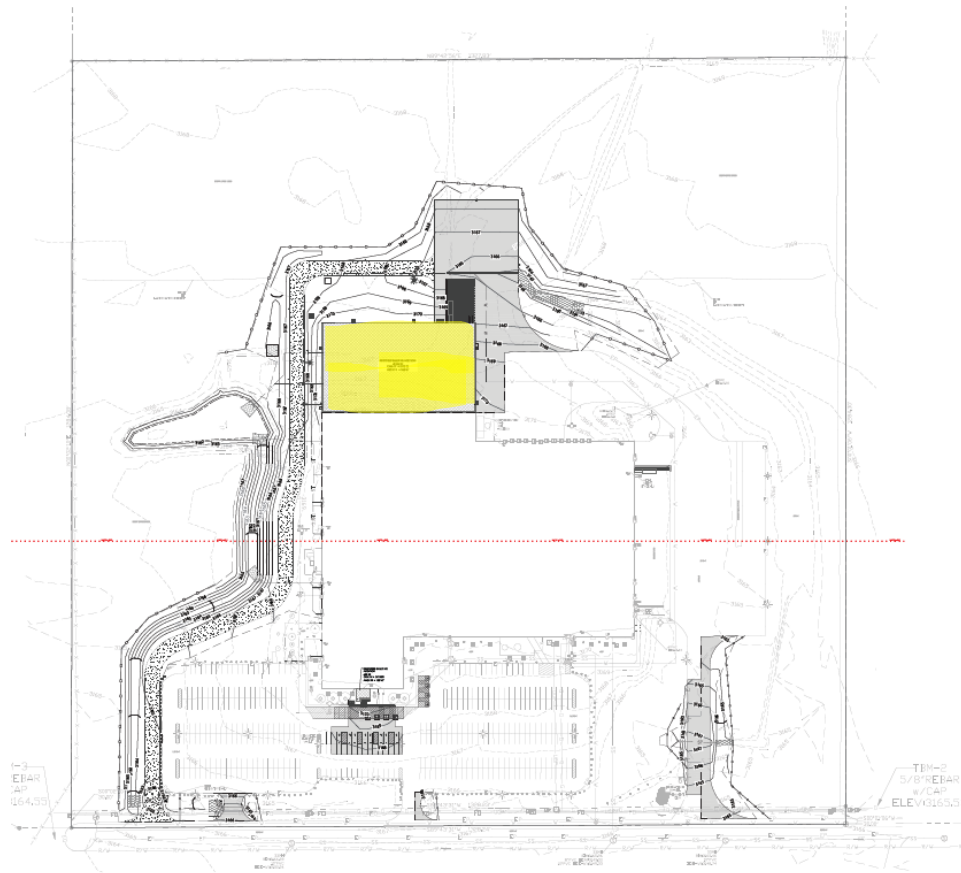
C: Brenda Ellis, City of Mountain Home
bellis@mountainhome.us



MARATHON
CHEESE CORPORATION

www.mcheese.com

Site Plan:



1810 Capital Drive
P.O. Box 100, SE 34205
Maitland, FL 32751
407.896.8888
www.excelplan.com

PROJECT INFORMATION

PROPOSED RENOVATION AND EXPANSION FOR:
MARATHON CHEESE CORPORATION
3000 NW MARATHON WAY • MOUNTAIN HOME, ID 83647

PERMITTING DATES
JAN. 6, 2015
FEB. 11, 2015
MAR. 14, 2015

NOT FOR CONSTRUCTION

JOB NUMBER
2220880

MEMORANDUMS FROM STAFF

Mayor & City Council Members,

During the Library Board's meeting on May 1st, 2025, I requested their approval to reallocate CIP funds currently designated for a new library server to install a fiber connection from the City to the Library. This shift would provide long-term cost savings, improved reliability, and stronger security. The Library Board approved this request.

Key Benefits:

1. Cost Savings

- The current \$9,000 allocation is insufficient for a new server, which would realistically cost \$15,000–\$20,000.
- Fiber would eliminate the need for a separate server, allowing the Library to utilize City infrastructure.
- The Library spends \$1,150/month on backups—more than any other department. With fiber, that cost could drop to \$100–\$200/month by using City systems.
- Internet costs currently reimbursed by taxpayers would be eliminated through City connectivity.
- Overall, the Library would save over \$1,000/month and avoid \$6,000–\$11,000 in server costs next year.

2. Reliability & Maintainability

- Fatbeam, the current provider, has caused multiple recent outages and slow response times.
- City infrastructure is more robust, with built-in redundancy and faster issue resolution.
- Fewer systems to maintain means reduced complexity and lower long-term support costs.

3. Improved Security

- The Library lacks control over its current firewall and cannot ensure consistent security policies.
- Fiber integration would allow the Library to adopt the City's more advanced and unified cybersecurity systems.
- Consolidating authentication systems would also increase usability and consistency for staff.

Conclusion

This fiber connection is a strategic investment that will reduce costs, streamline IT operations, and enhance both performance and security. Please feel free to contact me if you have any additional questions.

Respectfully,

