

- a) Approval acceptance of minutes: Impact Fee Advisory Committee- April 8, 2024
Impact Fee Advisory Committee- November 21, 2024
Planning & Zoning Commission – January 7, 2025
Regular City Council Meeting – January 14, 2025
- b) Bills from 1/15/2025 to 1/28/2025 in the amount of \$672,619.57
- c) Treasurer's report for the period ending 12/31/2024
- d) Approve the Finding of Facts for a preliminary plat of the 10th Street Neighborhood Subdivision with conditions.
- e) Approve the Finding of Facts for a conditional use permit located at 895 North 6th East Street.
- f) Approve the Finding of Facts for a conditional use permit for a new electrical substation with conditions located East of Optimist Park, North of West 5th North Street, and West of North Haskett Street.
- g) Approve Preliminary Plat Extension for Airbase Commons (PZ-23-87)
- h) Approve Clearwater Financial as a City Financial Advisor and authorize the Mayor to sign.
- i) Adopt and Approve the Limited English Proficiency (LEP) Language Assistance Plan.
- j) Approve a lease agreement with Jason Davis to operate the City Motocross track located at Optimist Park.
- k) Pass Resolution #02-2025R

OLD BUSINESS

- 1) **Action Item:** Deliberation/Decision to amend City Ordinance 1-6-4 to include a requirement of Livestream, video recording, and publication for all regular and special meetings of the City Council and Planning and Zoning Commission. *(Councilman Harjo)*
- 2) **Action Item:** Deliberation/Decision to amend City Ordinance 1-6-4(F) City Council Agendas. *(Councilman Brennan)*

NEW BUSINESS

- 1) Items removed from the Consent Agenda
- 2) **Action Item:** Deliberation/Decision regarding MHFD billing for services provided.
- 3) **Non-Action Item:** Deliberation on Golf Fee per person *(Councilman Harjo)*
- 4) **Non-Action Item:** Deliberation on Tournament Play *(Councilman Harjo)*
- 5) **Non-Action Item:** Deliberation for a resolution of the City Council of Mountain Home supporting state legislation on exemption of income tax on military pensions. *(Councilwoman Wirkkala)*

ORDINANCE

- 1) Ordinance 1804- Amending Mountain Home 1-6-4(G)

FINAL COMMENTS

ADJOURN

Presentation

CONSENT AGENDA

MINUTES FROM THE IMPACT FEE ADVISORY COMMITTEE MEETING
HELD ON April 8, 2024, AT 5:00 P.M.

MEMBERS PRESENT: Phillip Mills, Teran Mitchell, Ray Liercke, Kelly McCormick,
Brendan McCarthy

MEMBERS ABSENT: Gary Bermensolo, Sharon Farnham

CITY STAFF PRESENT: Brenda Ellis, Chris Curtis

TRANSCRIBER: Nicole Coffey

CALL MEETING TO ORDER/ESTABLISH QUORUM

Brenda Ellis called the meeting to order.

MINUTES: June 2, 2023

Ray Liercke made a motion that the June 2, 2023, minutes be approved as written. Kelly McCormick seconded the motion. All in favor, motion carried.

RECOGNIZE PERSONS IN THE AUDIENCE: There were no persons in the audience.

OLD BUSINESS:

* None

NEW BUSINESS:

* Financial Statement 2022-2023

Brenda Ellis informed the committee about the impact fees, some being less than what they are now due to increasing the fee. Also, some impact fees were put in twice so they can see in the report that they were voided out.

There was a discussion about breaking up the impact fees into multi-family, single family and commercial and what the totals would be.

There was a discussion about the meaning of AP on the street financial report. It was explained it was a credit back towards United Metals Storage.

There was a discussion about the difference in the prices for the street impact fees in the report. The fees are based on single, multi, and commercial.

Brendon McCarthy made a motion to approve the 2022-2023 Financial Statement report, Teran Mitchell seconded the motion. All in favor aye, passed by a unanimous vote.

GENERAL BOARD DISCUSSION:

There was a discussion about sewers impact fee and all the new builds how can the sewer lagoons handle it. There is a new sewer cell pond in the works.

There was a discussion about why fees are collected and what the pros and cons are.

The commission would like to get ahead and see if the impact fees need to be higher or at a good set price.

There was a discussion about adding Smith Road back into the CIP with all the development going in there they should be paying the impact fees.

SET DATE FOR NEXT MEETING:

* April 7th, 2025, 5:00 PM

Teran Mitchell motioned to set the date for the next annual meeting for April 7th, 2025, at 5:00 PM. Phillip Mills seconded the motion. All in favor aye, passed by a unanimous vote.

June 24th, 2024, 5:00 PM Brandon McCarthy made a motion to approve.

ADJOURN:

There being no further business to come before the Committee, the meeting was adjourned at 6:08 P.M.



Chair

MINUTES FROM THE IMPACT FEE ADVISORY COMMITTEE SPECIAL MEETING
HELD ON November 21, 2024, AT 5:00 P.M.

MEMBERS PRESENT: Teran Mitchell, Gary Bermensolo, Sharon Farnham, Kelly McCormick, Brendon McCarthy, Ray Liercke, Phillip Mills was over the phone.

MEMBERS ABSENT: None

CITY STAFF PRESENT: Mayor Rich Sykes, Brenda Ellis, Chris Curtis, Daniel Mercado, Nicole Coffey

TRANSCRIBER: Nicole Coffey

CALL MEETING TO ORDER/ESTABLISH QUORUM

Gary Bermensolo called the meeting to order.

The members introduced themselves.

MINUTES:

None

RECOGNIZE PERSONS IN THE AUDIENCE: There were no persons in the audience.

OLD BUSINESS:

*None

NEW BUSINESS:

*Discussion-Elmore County Impact Fees with Mayor and Staff

Mayor Rich Sykes spoke regarding the Impact fees and starting the process for possibly collecting impact fees on behalf of Elmore County. The fees asked for us to collect would be EMS.

Senior City Planner Brenda Ellis spoke she reached out to Elmore County Planning and Zoning to get their impact fee ordinance. Chapter one was supplied but to find out there was a chapter two, three, and four which were supplied the day of meeting. Now we need to determine what the city wants to do and if we want to collect them or not.

Mayor spoke again City Council is open to said appetite of said fees. The EMS fee only because it is more doable. For residential the fee would not be too bad but for commercial he recommends the committee to look further in because that one was a little steep. Their impact fee incorporates all Elmore County. Councils wish is if you take money from inside the city, they would like that money spent back into the city. We don't want the city impact fee to be spent in Pine, Mayfield, or Featherville.

There was a discussion about the impact fee numbers when the City of Mountain Home did their impact fees that was done with an ordinance the county's is spread throughout different ordinance's.

There was a discussion regarding the Impact Fee Advisory Committee and the Elmore County having a meeting so questions can be asked and answered.

There was a discussion how the city impact fees are calculated and what the city calculated the EMS fee based on percentage.

There was a discussion about what impact fees can be spent on and that they are used for growth.

There was a discussion about up coming meetings regarding the EMS impact fees. The next meeting would be with Mitra at the Elmore County Land Use office, then a meeting with Glenns Ferry's Impact Fee Advisory Board.

There was a discussion after playing with numbers if the city does collect the impact fee for the county that for Grocery Outlet at 18,000 square feet that at the retail it added almost an additional \$15,000 dollars in impact fees.

There was a discussion regarding how the impact would be collected, would the city collect them, or the applicant would have to go to the county and pay and bring a receipt back to us showing the fee was paid for.

There was a discussion that the city would not collect the impact fee for the jail. The impact fee for the jail should be based by bed and not square footage.

There was a discussion that if we are collecting impact fees for EMS out of Blue Yonder or Morning View there should be a West station combining EMS and Fire under one building.

There was a discussion about commercial impact fees.

There was a discussion regarding the wastewater issue the city is currently facing. Publics Works pulled 8 manhole covers and ceramic coated them so that it will eliminate the ground water seeping in. They have other manholes that they will do the same too. There is a plan to reline some of the stormwater retention ponds. They are also getting quotes for some aerators in two of the ponds to keep those ponds from freezing and keep them active all year round. Looking into adding cell 10 at the sewer lagoons and other options.

There was a discussion regarding when to meet next. January 2025 time frame to meet as a Impact Fee Advisory meeting and also to meet with Mitra at the County along with legal counsel.

There was a discussion explaining all the meetings coming up that has to do with impact fees. No dates set.

There was a discussion about who pays for EMS as of right now. EMS is paid out of your property taxes. New residential and commercial pays the EMS impact fee currently for the county since 2023.

There was a discussion about the list the county provided regarding everything they charge impact fees on. Accessory structures, commercial use, moving a house, additional commercial remodel, solar towers are a few things listed the county charges impact fees on.

There was a discussion regarding Galenia that is a software the county uses to estimate the growth rate. The population currently is 16,921 people in Mountain Home the county states right now we have 30,248 total in the county. By 2031 the county projects we should have 42,231 people which is very far off we do not have enough housing, we simply cannot build fast enough. We do not have the infrastructure and the cost are to much. Mortgage rates have gone up, lenders have a hard time lending here in Mountain Home and Elmore County in general. The county believes they would grow at 3.4 percent consistently over the next 10 years.

There was a discussion about the Mayfield project regarding the impact fees and they should not be going to towards that project, the county has included Mayfield project into the population growth.

There was a discussion about county numbers they provide in population and impact fee totals, and they need to be addressed and fixed on the county end.

There was a discussion the City of Mountain Home Impact Fee Advisory board wanting to meet more, come up with rules, and everything they would like to go over in meetings.

GENERAL BOARD DISCUSSION:

None

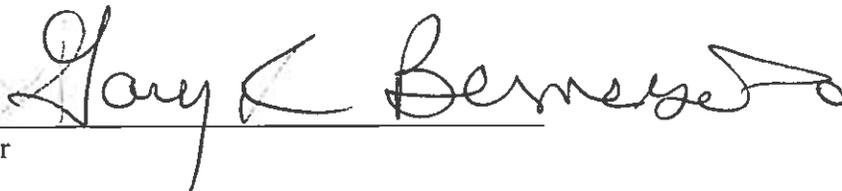
SET DATE FOR NEXT MEETING:

January 2025

ADJOURN:

Ray Liercke made the motion to adjourn the meeting Teran Mitchell second the motion. All in favor aye.

There being no further business to come before the Committee, the meeting was adjourned at 5:54 P.M.


Chair



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

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

Tuesday, January 7th, 2025, at 5:30 PM

ESTABLISH A QUORUM

Chairperson Kristopher Wallaert noted a quorum present and called the January 7, 2025, Regular Meeting of the Planning and Zoning Commission to order. Attending were Planning and Zoning Commission Members, Kristopher Wallaert, Cristina Drake and Phillip Mills. William Roeder, and Rob McCormick was not in attendance.

Staff members attending were Senior City Planner Brenda Ellis, City Planner Nicole Coffey.

MINUTES

- *December 3, 2024
- *December 17, 2024

Commission Member Cristina Drake made a motion to approve the December 3, 2024, and December 17, 2024, minutes. Commission Member Phillip Mills seconded the motion. All in favor; aye. The motion passed by a unanimous vote.

RECOGNIZING PERSONS NOT ON THE AGENDA

*None

CONFLICT OF INTEREST DECLARATION

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

PUBLIC HEARING AND ACTION

***Action Items** - Election of Chairperson and Vice-Chairperson

Agenda has been amended; this item has been moved to New Business.

NEW BUSINESS

***Action Items** - Election of Chairperson and Vice-Chairperson

By a unanimous vote Kristopher Wallaert has been voted to remain in the Chairperson. William Roeder was voted Vice-Chairperson.

OLD BUSINESS

*** Action Item – Findings of Fact - Conditional Use Permit – Idaho Power**

A request for a Conditional Use Permit by Jaya Littlewing with KM Engineering on behalf of Idaho Power has applied for a Conditional Use Permit for a new electrical substation. The proposed Sawmill Substation will be located on the West side of Mountain Home, East of Optimist Park, North of West 5th North Street and West of North Haskett Street, on a parcel of land approximately five (5) acres +/- (RPA3S06E263020) (PZ-24-57)

Commission Member Cristina Drake made a motion to approve the findings of fact for the Conditional Use Permit for Idaho Power PZ-24-57. Commission Member Phillip Mills seconded the motion. The votes go as follow; Commission Member Mills; aye, Commission Member Drake; aye, Commission Member Wallaert; aye. The motion passed by a unanimous vote.

DEPARTMENT HEAD ITEMS

- *Monthly Building Permit Report – November 2024
- *Monthly Code Enforcement Report – November 2024
- *Monthly GIS Report – November 2024

There was a discussion regarding how someone report code violations on their street would.

There was a discussion regarding HOAs and CCNRs and that the City of Mountain Home Code Enforcement does not enforce HOAs and CCNRs.

There was a discussion regarding the Monthly Building Permit Report for November 2024. One permit was charged fiber, and another one was not. Staff did not have the answer and informed Commission members once they had the answer, they would give them that information.

ITEMS REQUESTED BY COMMISSIONERS/STAFF

*None

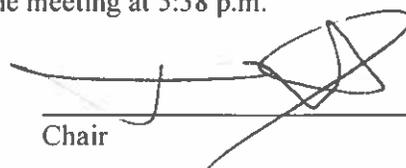
There was a discussion regarding the scheduled joint meeting with City Council on January 28th, 2025.

There was a discussion regarding the land use chart and when to start picking up these meetings.

There was a discussion regarding the zoning map.

ADJOURN

Chairperson Kristopher Wallaert adjourned the meeting at 5:38 p.m.



Chair

####

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

CALL MEETING TO ORDER/ESTABLISH A QUORUM

EXECUTIVE SESSION

- 1) Pursuant to Idaho Code Section 74-206(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.
- 2) 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.

RECOGNIZING PERSONS IN THE AUDIENCE

CONFLICT OF INTEREST DECLARATION

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

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

- A. Approval acceptance of minutes:
 - a. Planning & Zoning Commission- December 3, 2024
 - b. Regular City Council Meeting- December 10, 2024
 - c. Special City Council Meeting- December 17, 2024
 - d. Planning & Zoning Commission Joint Meeting- December 17, 2024
 - e. Special City Council Joint Meeting- December 17, 2024
 - f. Special City Council Meeting- December 26, 2024
- B. Bills from 12/11/2024 to 1/14/2025 in the amount of \$2,680,136.34
- C. Payroll for the period ending 11/22/2024 to 12/21/2024 in the amount of \$790,769.22
- D. Treasurer's report for the period ending 11/30/2024

Council Minutes - January 14th, 2025

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- E. Approve the reappointment of Laurel Waters to the Library Board for a 5-year term expiring February 2030
- F. Approve the request by the Golf Superintendent to reallocate driving range funds to complete the clubhouse floor renovation
(Pulled from Consent Agenda and moved to New Business)
- G. Approve the memorandum of understanding for 21st Century Community Learning Centers with School District #193 and the City of Mountain Home and authorize the Mayor and City Clerk to sign
(Pulled from Consent Agenda and moved to New Business)
- H. Approve the city staff to proceed with the request for a proposal process for a preliminary engineering study to relocate and extend a portion of the railroad
(Pulled from Consent Agenda and moved to New Business)
- I. Approve the property tax refund adjustment allocation approved by the council in the 2023 L-2 provided by City Staff pertaining to Idaho Power properties
- J. Amend the land lease agreement with Verizon Wireless to reflect the lease as Vertical Bridge pending review from City Legal of all documents and authorization of the Mayor and City Clerk to sign
- K. Approve the Finding of Facts to deny the re-zone request from I-1 to C-4 Zone with the PUD entitled "Bennett Ranch Station."
(Pulled from Consent Agenda and moved to New Business)
- L. Approve the Finding of Facts to deny the "Bennett Ranch Station" preliminary plat.
- M. Pass resolution #01-2025 authorizing the destruction of surplus property and authorizing the Mayor and City Clerk to sign.

####

NEW BUSINESS

- 1) Items removed from Consent Agenda
- 2) Action Item: Deliberation/Decision to elect a new City Council President
- 3) Action Item: Deliberation/Decision on Planning and Zoning Commission recommendations and Finding of Facts for a conditional use permit for a new electrical substation with conditions
- 4) Action Item: Deliberation/Decision to amend City Ordinance 1-6-4 to include a requirement of Livestream, video recording, and publication for all regular and special meetings of the City Council and Planning and Zoning Commission.
- 5) Action Item: Deliberation/Decision to freeze the unfilled police department lieutenant position and all other current and future department vacancies.
- 6) Action Item: Deliberation/Decision to amend City Ordinance 1-6-4(F) City Council Agendas

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FINAL COMMENTS

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ADJOURN

####

MINUTES OF THE REGULAR MEETING OF THE
COUNCIL OF THE CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO,
HELD ON JANUARY 14TH, 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 January 14th, 2025. A quorum was established with, Councilman Harjo, Councilwoman Wirkkala, Councilman Brennan and Mayor Sykes being present. Councilwoman Garvey was absent.

EXECUTIVE SESSION

1) Pursuant to Idaho Code Section 74-206(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.

2) 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 Brennan made a motion to move the Executive Session to the end of meeting. Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

Councilman Harjo made a motion to amend the agenda and add Executive Session for Idaho Code Section 74-206(1)(d). Councilman Brennan seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

Tiffany Belt, City Clerk stated that the Public Hearing scheduled for today regarding the Library non-residential rates, publication to the paper did not get submitted. Legal wanted her to state on the record the corrected date will be set for the February 11th, 2025 Regular City Council meeting.

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Councilman Harjo made a motion to add on the February 11th, 2025 meeting the Public Hearing for non-resident card rates for the Library. Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

RECOGNIZING PERSONS IN THE AUDIENCE

- Police Chief Jon Thompson came forward and spoke on his concerns on the freeze on the lieutenant position and all other current and future vacancies. Asks that the council reconsider this proposal and decline to enact it.

- Erika Pedroza with the Mellen Subdivision Water District came forward with an update on the well repairs. The Water Board has decided to build a new well as the repairs wouldn't last more than a year. Hoping to get started in March. Working on funding currently and will provide more updates.

- Brendan McCarthy came forward and spoke regarding updating the City Ordinance of livestream and video recording in favor. He expressed frustration with Item H extending the runway for the airport and the land swap money could have been used for City infrastructure.

- Rod Dudley came forward and asked that Item F can be pulled so the public can get a better sense of why the funds are being pulled from the driving range to fix the flooring in the golf course clubhouse.

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.

- No Council members had anything to declare.

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 Councilmember 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.

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- D. Treasurer's report for the period ending 11/30/2024
- E. Approve the reappointment of Laurel Waters to the Library Board for a 5-year term expiring February 2030.
- F. Approve the request by the Golf Superintendent to reallocate driving range funds to complete the clubhouse floor renovations
- G. Approve the memorandum of understanding for 21st Century Community Learning Centers with School District #193 and the City of Mountain Home and authorize the Mayor and City Clerk to sign.
- H. Approve the city staff to proceed with the request for a proposal for a preliminary engineering study to relocate and extend a portion of the railroad.
- I. Approve the property tax refund adjustment allocation approved by the council in the 2023 L-2 provided by City Staff pertaining to Idaho Power properties.
- J. Amend the land lease agreement with Verizon Wireless to reflect the lease as Vertical Bridge pending review from City Legal of all documents and authorization of the Mayor and City Clerk to sign.
- K. Approve the Finding of Facts to deny the re-zone request from I-1 to C-4 Zone with the PUD entitled "Bennett Ranch Station."
- L. Approve the Finding of Facts to deny the "Bennett Ranch Station" preliminary plat.
- M. Pass resolution #01-2025 authorizing the destruction of surplus property and authorizing the Mayor and City Clerk to sign.

Councilwoman Wirkkala requested clarification on the Bill Run for \$13,395.37 for Christmas decorations on bill run, GL Line Item 01-415-66-00 for \$12,500. She asked why we went over budget.

Paula Szafranski, City Treasurer, responded by stating that some replacement extension cords were needed and as they were being used for the Christmas decorations that's where she allocated the funds to.

Councilwoman Wirkkala requested that we keep open communication when this happens.

Councilwoman Wirkkala requested to pull Item F, Item G, and Item H.

####

Councilman Harjo requested to pull Item K.

Councilman Brennan has a question on Item M and would like general discussion with Jon Thompson, Police Chief and Chris Curtis, Public Works Director. He does not have any objections with cars going to auction. His question is on the yellow strobe bars that are to be stripped off the cars. Almost all Public Works vehicles get outfitted with yellow strobes, have there been any communications to see if they can be swapped over to the two new vehicles?

Chief Thompson said no, but he certainly can.

Councilman Brennan requests if Item M can be modified through interlineation if rest of the Council approves.

Councilman Harjo would like to address Meeting Minutes for December 10th, 2024 as they are missing reference to attending speaker, Terry Scandlan and missing reference to the conversation for the Elmore County Service Water Projects and the County's desire to partner on municipal allocation of water from those projects. He discussed their engineering team and legal team meeting with Public Works. He is requesting to amend for interlineation.

Councilman Brennan made a motion to Pull Item F, Item G, Item H, and Item K and amending through interlineation the minutes from December 10th, 2024 meeting and Item M. Councilman Harjo seconded the motion.

The following vote was recorded:

Councilwoman Wirkkala	AYE
Councilman Brennan	AYE
Councilman Harjo	AYE

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

OLD BUSINESS

There was no Old Business to be discussed at this time.

NEW BUSINESS

1) Items removed from the Consent Agenda

Item F: Approve the request by the Golf Superintendent to reallocate driving range funds to complete the clubhouse floor renovation.

Councilwoman Wirkkala would like to hear the answer to Rod Dudley's question.

Mayor Sykes explained the budget for driving range improvements were for \$60,000 or \$65,000 and the quote came back at \$35,000 and change and Jake Olson, Golf Superintendent was requesting to use remaining funds to be used for the floors.

Councilman Brennan spoke with Jake Olson, Golf Superintendent as well regarding this and the concessionaire is waiting for the floors to be completed, and he has no objections to this.

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Councilwoman Wirkkala also toured the restaurant last year and agreed the floor needs work.

Councilman Harjo rebutted that we just hired a new maintenance person, why not do this in house for potentially less cost. There were similar repairs done for the Library in house.

Mayor Sykes mentioned that we had an additional quote that came in quite a bit higher in cost, he can ask to see if it would be cost effective to reach out to new maintenance person to see if it's in their scope of work versus having the quoted company.

Chris Curtis, Director of Public Works mentioned that we haven't begun the process of purchasing of tools and equipment, there's a lot that still needs to be put together before doing projects like this.

Councilman Brennan made a motion to approve the clubhouse floor renovation with the contingency that Guy Fogleman, Building Maintenance be asked to see if he would consider himself proficient with doing flooring like this. If the answer is no, we proceed. If the answer is yes, then we go forward with having him complete the work. Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Harjo	AYE
Councilwoman Wirkkala	AYE
Councilman Brennan	AYE

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

Item G: Approve the memorandum of understanding for 21st Century Community Learning Centers with School District #193 and the City of Mountain Home and authorize the Mayor and City Clerk to sign.

Councilwoman Wirkkala had an issue with the fact that there is no dollar amount assigned to this as well as why is the City signing on to this when the appropriate path should be the School District.

Tiffany Belt, City Clerk stated that the Recreation Department has partnered with School District #193 for after school programming and there is no expense to the City. At times City Recreation Staff goes over and helps, so the expense would be the staff time. This is just for our support.

Councilman Brennan asked what sort of assistance that the Recreation Staff may give. Tiffany Belt, City Clerk said when she was in Recreation they provided an activity after school. Staff members coordinated that activity and that was the end of it.

####

Councilman Brennan stated that he doesn't see any kind of financial obligation for the community partner.

Councilwoman Wirkkala said that it's under funding.

Councilman Brennan said if that's the roadblock can we change "matching funding" and replace with "in kind contributions" he'd be okay with that.

Councilman Brennan made a motion to approve the MOU with exception made to replace "matching funding" with "in kind contribution" only. Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilman Harjo	AYE
Councilwoman Wirkkala	AYE

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

Item H: Approve the city staff to proceed with the request for a proposal process for a preliminary engineering study to relocate and extend a portion of the railroad.

Councilwoman Wirkkala asked how much the study is going to cost as she did not see it on the proposal request.

Tiffany Belt, City Clerk responded with it's to go out for process to know.

Councilman Harjo asking if this can wait until we hit budget season. The ground isn't going anywhere, and we have a lot on our plate currently.

Mayor Sykes responded with this is to go out to get a dollar amount so that it can be brought back in budget season.

Tiffany Belt, City Clerk added that this is a lengthy process and could push back the timeline.

Councilman Brennan agrees that going out for proposal doesn't cost much, just Staff time to draft paperwork. Then we make the decision whether we move forward and spend that money or not. We do have a lot of other important hurdles to get over. He asked Chris Curtis, Director of Public Works how long engineering studies are valid for.

Chris said it depends on the firm, typically good for 60 - 90 days.

Councilwoman Wirkkala made a motion to table this until after October 2025 to see where we stand with our numbers.

Councilman Brennan asked clarifying questions and then seconded the Council Minutes - January 14th, 2025

####

motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

Item K: Approve the Finding of Facts to deny the re-zone request from I-1 to C-4 Zone with the PUD entitled "Bennett Ranch Station."

Councilman Harjo wanted to make sure it's stated for the record that City Code 9-6-3 was the primary driver of the denial. Some of the language states "the Applicant has failed to demonstrate sufficiently abandoning this portion of the I-1 Zone subject to annexation agreement in favor of 864 residential apartments is in the best interest of the City", "harmonious and appropriate" with the intended character of the Zone will not "change the essential character of the same area."

Councilman Harjo made a motion to approve the Finding of Facts to deny the re-zone from I-1 to C-4 Zone with PUD entitled "Bennett Ranch Station." Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Harjo	AYE
Councilwoman Wirkkala	AYE
Councilman Brennan	AYE

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

2) Action Item: Deliberation/Decision to elect a new City Council President.

Councilman Brennan said that as the out-going Council President it's been a pleasure to serve. He would like to nominate through a motion Councilman Harjo to take over as next Council President. He has done a fantastic job in his drive to better the City. Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

####

3)Action Item: Deliberation/Decision on Planning and Zoning Commission recommendation and Findings of Facts for a conditional use permit for a new electrical substation with conditions.

Councilman Brennan read through the packet and had unanimous recommendation by Planning & Zoning, and the only negative comments were pertaining to easements which is a landowner issue, not for the Council's consideration.

Councilman Brennan made a motion to approve Planning and Zoning Commission recommendation and Finding of Facts for a conditional use permit for new electrical substation with conditions. Councilman Harjo seconded the motion.

The following vote was recorded:

Councilman Harjo	AYE
Councilwoman Wirkkala	AYE
Councilman Brennan	AYE

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

4)Action Item: Deliberation/Decision to amend City Ordinance 1-6-4 to include a requirement of Livestream, video recording, and publication for all regular and special meetings of the City Council and Planning and Zoning Commission.

Councilman Harjo said we are entering a modern era where live streaming, video archival, are very commonplace. He would like to see this codified as an effort to expand transparency within the City. The idea is not to supplant the audio recording, but in addition to.

Councilman Brennan asked about the draft of the ordinance language 1-6-4 (g) Subsection 2, would it be permissible to change the word "Board" to "Council".

Councilman Harjo agreed.

There was a discussion between Councilman Brennan and Legal about if there were technological failure and what options there would be.

Councilman Brennan asked Councilman Harjo there is any need to change Subsection B that was mentioned. He also asked Tiffany Belt, City Clerk if there is always an audio recording as long as technology is working and if it's available for request.

Tiffany confirmed and mentioned that the Civic Plus software will eventually have audio and video capability and is hoping that the second meeting in February will be the test run.

####

Councilman Brennan asked if they could move forward without Subsection B due to lack of clarity.

Councilman Harjo agreed.

Mayor Sykes asked Councilman Harjo if wanted to keep this as an ordinance or as a resolution. Councilman Harjo said ordinance.

Councilman Brennan made a motion to amend City Ordinance 1-6-4 to include a requirement of Livestream, video recording, and publication for all regular and special meetings of the City Council and Planning and Zoning Commission. Also changing through interlineation deleting Subsection 5 (b) and changing the word "board" to "council" in Subsection 2. Councilwoman Wirkkala seconded the motion.

Councilman Harjo interjected that this isn't in the typical format of how we amend ordinance.

Tiffany Belt, City Clerk asked won't we have to draft it and into our format and bring it back.

Councilman Harjo said he would rather follow the code strictly which would say if we're in favor then we bring back in proper format and then waive the three-reading rule and read by title only.

Councilman Brennan amending motion to ask City Staff to bring this language back to us for formal vote that is within regulation. Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilwoman Wirkkala	AYE
Councilman Harjo	AYE
Councilman Brennan	AYE

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

5)Action Item: Deliberation/Decision to freeze the unfilled police department lieutenant position and all other current and future department vacancies.

Councilman Brennan stated for the record that he made this action item language as all-encompassing as he could so that the Council has the ability to discuss as much of it as they want to. He said the concern is the potential cost of starting a new dispatch center, which is an unidentified cost currently. Because the lieutenant position has been unfilled for 18 months, now may not be the best time to fill it with financial concerns.

Mayor Sykes called Jon Thompson, Police Chief forward.

####

The Council discussed the salary of the position with Chief Thompson and what the dispatch agreement covers.

Councilwoman Wirkkala clarified that how she interpreted the Item was for this to include all other current and future position vacancies as all encompassing, city wide. She addressed everyone by asking how can we streamline the budget, do we cut wages?

Councilman Brennan stated that he wrote the Item to single out the Police Department position, not all other City Departments. This was based on conversation in Executive Session. All City Departments were not discussed at that time. An Action Item can only be written based on the conversation that occurred.

Councilman Harjo recommended a 30-day cooldown period and put a pause on hiring for all department vacancies in order to schedule meetings to discuss actual choices and have the meetings necessary so that we and the Public can hear. He is pushing to restore the dispatch agreement we previously had.

Mayor Sykes acknowledged that the Council makes the laws and rules, but if they choose to freeze hiring, he will veto the vote. He stated that he thinks we can figure out the dispatch agreement and said he will call the Sherrif and the Commissioner and have that conversation.

Councilwoman Wirkkala stated that it is their job to be fiscally conservative with how they are spending tax money.

Councilman Harjo addressed Mayor Sykes and asked that he does not call the Commissioner or the Sherrif. Instead, we need to enter discussions as a whole to include the Council, the Mayor, the Police Department, the Sherrif Department and the Commission.

Councilman Brennan stated that he supports that request as more people in the room will have the opportunity to talk and give different perspectives at once. Having the full body is important for the City on this topic.

Councilman Brennan motion to freeze the lieutenant position until the Council unfreezes it. Councilwoman Wirkkala seconds the motion.

Councilman Harjo addressed Chief Thompson on what impact the freeze would have on the department.

Chief Thompson said even if he started looking for a candidate today, he would not be able to hire one within 30 days.

Councilman Harjo addressed the Mayor to ask if he will work with the Council and the Department to get these meetings and agenda items as soon as possible. He doesn't want to see this last more than 30 days if enacted.

####

Councilman Brennan requested that this be a regular update item and update at every single Council meeting as to the progress that we have made.

The following vote was recorded:

Councilwoman Wirkkala	AYE
Councilman Brennan	AYE
Councilman Harjo	AYE

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

Mayor Sykes vetoed the motion.

Mayor Sykes stepped out of the meeting at 6:50 p.m. and turned the meeting over to Councilman Harjo.

Councilman Brennan was referencing City Ordinance and requested to take a recess. Councilman Harjo granted a three-minute recess.

The meeting recessed from 6:50 p.m. to 6:56 p.m. and then continued.

Tiffany Belt, City Clerk took role:

Councilwoman Wirkkala	PRESENT
Councilman Harjo	PRESENT
Councilman Brennan	PRESENT
Councilwoman Garvey	ABSENT
Mayor Sykes	ABSENT

Councilman Brennan asked to make comments on this Action Item, referencing City Ordinance 1-5-11, a Mayor does not have the authority to veto the vote that was taken. It was not an Ordinance that was enacted. Ordinance 1-5-11 states Mayor shall have the power to veto or sign any Ordinance passed by the Council. And if he does, three Councilmembers can override the veto.

Councilman Brennan addressed Paul Fitzer, City Attorney to clarify.

Paul said that this language corresponds to Robert's Rules of Order, corresponds to State Code that a Mayor does not generally possess veto powers. City Code says the Mayor has the power to veto an ordinance, but what was passed was not an ordinance, but more of a budgetary issue. The result is the same and stands.

On the record, the Council's rule stands that the motion was carried and so ordered.

####

6) Action Item: Deliberation/Decision to amend City Ordinance 1-6-4 (F) City Council Agendas.

Councilman Brennan stated that City Ordinance 1-6-4 (F) he would like it to read "City Council Agendas as the presiding administrative official the Mayor shall determine the Agenda of all Regular Meeting and any Special Meetings" adding "however, Councilmember shall have authority to add actionable and discussion items to any Agenda". Continuing the already existing language "one half plus one of the members of the full City Council shall have the Authority to amend any Agenda as provided by law. The City Council shall determine Agenda for any Special Meeting initiated pursuant to Idaho Code 50-706. The Agenda may consist of the following but not necessarily in the following order.." This is adding one sentence that any Councilmember unilaterally can add to our Agenda. To add this sentence helps ensure that we can talk about the things that are important to us and our constituents.

Paul Fitzer, City Attorney and the Council had a long discussion on legalities and Councilman Harjo requested that this conversation be tabled until the full Council and the Mayor can discuss.

Councilwoman Wirkkala made a motion to table this Action Item to amend City Ordinance 1-6-4(F) City Council Agendas until next meeting on January 28th, 2025. Councilman Brennan seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

FINAL COMMENTS

Councilwoman Wirkkala wants to put on record and reiterate from December 10th Meeting that she supports Kari Hill and Terry Sacandlan having the discussion with City Staff regarding Elmore County Snake River Water Right Application.

Councilman Brennan supports the work that they're doing and the conversations that they've had with us. He requested future meetings with them and in no way wants the City to get in the way of the County's water project.

Councilman Harjo would like to mirror that sentiment across the board.

Councilman Harjo would like to add that he'd really like to see an action plan regarding dispatch services.

Councilman Harjo also brought up sending an email to Tiffany Belt, City Council Minutes - January 14th, 2025

####

Clerk and Mayor Sykes regarding Treasure Valley Transit bus stop and asked if there was any progress.

Tiffany Belt, City Clerk provided updates.

Councilman Brennan expressed to City Staff that the freezing of positions is not personal. It is nothing more than trying to do the best job looking into the future. He welcomes everyone to come to him with ideas to save money.

Councilwoman Wirkkala backed that up. She wanted to make sure we are being very smart with the budget and moving forward with these potential big projects coming down the line.

EXECUTIVE SESSION

1) Pursuant to Idaho Code Section 74-206(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.

Councilman Brennan made the motion to enter into Executive Session pursuant to Idaho Code 74-206 (1) (b), (d), and (f). Councilwoman Wirkkala seconded the motion.

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

The Council went into Executive Session at 7:33 p.m.

Mayor Sykes returned and went into Executive Session at 8:08 p.m.

The Council came out of Executive Session at 9:17 p.m.

2) 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 Brennan made the motion to enter into Executive Session pursuant to Idaho Code 74-206 (1) (b), (d), and (f). Councilwoman Wirkkala seconded the motion.

####

The following vote was recorded:

Councilman Brennan	AYE
Councilwoman Wirkkala	AYE
Councilman Harjo	AYE

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

The Council went into Executive Session at 7:33 p.m.

Mayor Sykes returned and went into Executive Session at 8:08 p.m.

The Council came out of Executive Session at 9:17 p.m.

ADJOURN

There being no further business to come before the Council, the meeting was adjourned at 9:17 P.M. by orders from Mayor Sykes.

Rich Sykes, Mayor

ATTEST: _____
Tiffany Belt, City Clerk

**CITY OF MOUNTAIN HOME
TREASURER'S REPORT
FOR THE PERIOD ENDING DECEMBER 31, 2024**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	ANNUAL % REALIZED	EXPENDITURES	ANNUAL % EXPENDED	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
01 GENERAL FUND	1,340,432.94	92,893.34	4.14	745,941.39	10.70	(126,778.70)	814,163.59
02 STREET DEPARTMENT	1,801,884.60	11,254.38	4.53	90,854.57	6.99	22,753.18	1,699,531.23
03 STREET LIGHTING FUND	21,665.91	1,268.76	1.23	22,802.28	17.11	(11,274.89)	11,407.28
04 CEMETERY FUND	25,499.82	4,029.99	4.43	9,911.97	9.64	(3,340.66)	22,958.50
05 RECREATION FUND	(419,978.69)	899,635.17	22.62	387,769.82	21.95	(286,896.46)	378,783.12
06 LIBRARY FUND	(102,488.53)	9,969.41	2.04	61,253.40	21.27	(13,393.89)	(140,378.63)
07 AIRPORT FUND	(1,046,462.74)	4,368.47	.49	1,220,756.94	28.17	(1,191,473.14)	(1,071,378.07)
16 FIRE DEVELOPMENT FUND	394,436.46	8,472.55	7.68	.00	.00	.00	402,909.01
17 POLICE DEVELOPMENT FUND	259,697.25	4,352.14	8.45	.00	.00	.00	264,049.39
20 PARK DEVELOPMENT FUND	218,605.34	6,614.62	7.83	.00	.00	.00	225,219.96
24 GOLF COURSE FUND	197,535.39	31,473.44	4.23	101,306.01	12.11	(58,618.73)	186,321.55
25 WATER MAINTENANCE FUND	7,564,116.67	296,664.50	5.98	236,897.87	4.47	(59,641.43)	7,683,524.73
26 WASTEWATER MAINT FUND	1,931,937.31	268,455.34	5.13	463,956.53	5.23	(363,482.91)	2,099,919.03
27 SANITATION FUND	575,946.82	119,734.46	19.08	123,422.22	13.10	1,233.37	571,025.69
29 STREET DEVELOPMENT FUND	555,238.58	5,395.89	3.16	.00	.00	.00	560,634.47
45 LIBRARY SUPPLEMENTAL FUND	24,762.44	.00	.00	1,583.62	14.08	(1,435.94)	24,614.76
46 TAP DEPOSIT FUND	177,252.98	.00	.04)	.00	.00	(925.00)	178,177.98
47 WATER AVAILABILITY FUND	897,764.00	15,838.41	8.11	.00	13.21	.00	913,602.41
48 WASTEWATER AVAILABILITY FUND	2,645,417.70	31,512.86	5.12	.00	.00	.00	2,676,930.56
50 FIBER OPTIC FUND	194,921.72	13,326.27	1.26	49,742.15	2.93	(22,806.89)	181,312.73
TOTAL	17,258,185.97	1,825,260.00	115.47	3,516,198.77	180.96	(2,116,082.09)	17,683,329.29

**CITY OF MOUNTAIN HOME
TREASURER'S REPORT
FOR THE PERIOD ENDING DECEMBER 31, 2024**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	ANNUAL % REALIZED	EXPENDITURES	ANNUAL % EXPENDED	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
BANKS AND INVESTMENTS							
CASH - CHECKING US BANK							288,165.24
CASH - CHECKING WELLS FARGO							1,043,573.08
CASH - STATE TREASURER LGIP							16,240,337.67
CASH - OTHER INVESTMENTS							111,253.30
TOTAL BANKS AND INVESTMENTS							<u>17,683,329.29</u>

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							
01-372-10-00 Park Rental Fees							
12494	Salinas, Jorge	JAN 2025	optmist park refund-event cancell	01/21/2025	45.00	.00	
Total 01-372-10-00 Park Rental Fees:					45.00	.00	
Total:					45.00	.00	
ADMINISTRATION							
01-415-31-00 Billing-Postage-Meter Expense							
11497	Quadient Finance USA, Inc	JAN 2025	postage - city hall	01/14/2025	206.92	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	monthly Statement (City Hall)	01/15/2025	9.68	.00	
Total 01-415-31-00 Billing-Postage-Meter Expense:					216.60	.00	
01-415-32-00 Immunizations/Testing							
1018	Minert & Associates Inc	336075	DOT drug test, NDOT drug test	11/06/2024	49.00	.00	
Total 01-415-32-00 Immunizations/Testing:					49.00	.00	
01-415-35-00 Utilities-City Hall							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (City Hall)	01/16/2025	279.28	.00	
1045	Mountain Home Irrigation Dist	4889	Rent for back room	01/06/2025	60.60	.00	
Total 01-415-35-00 Utilities-City Hall:					339.88	.00	
01-415-35-10 Utilities-Museum							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Museum)	01/16/2025	140.22	.00	
Total 01-415-35-10 Utilities-Museum:					140.22	.00	
01-415-35-20 Utilities-Training Center							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Training)	01/16/2025	131.43	.00	
Total 01-415-35-20 Utilities-Training Center:					131.43	.00	
01-415-37-00 Repairs & Maint-Auto							
6353	O'Reilly Auto Parts	3014-456537	cool temp sensor	01/07/2025	9.54	.00	
Total 01-415-37-00 Repairs & Maint-Auto:					9.54	.00	
01-415-40-00 Repairs & Maint - Building							
12157	Treasure Valley Technical Solution	2025-0017	mount tv in council chamber	01/21/2025	180.00	.00	
Total 01-415-40-00 Repairs & Maint - Building:					180.00	.00	
01-415-40-05 Repairs&Maint-Training Center							
2123	Gym Outfitters	8330	treadmills, freight, assembly & inst	01/15/2025	2,824.87	.00	
Total 01-415-40-05 Repairs&Maint-Training Center:					2,824.87	.00	
01-415-40-18 Repairs&Maint-Visitor Center							
1430	Standard Plumbing Supply Co	XYDJ78	johni-ring plus urinal 2"	01/10/2025	8.87	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-415-40-18 Repairs&Maint Visitor Center:					8.87	.00	
01-415-40-20 Rent-Irrigation Dist Bldg							
1045	Mountain Home Irrigation Dist	4889	Rent for back room	01/06/2025	700.00	.00	
Total 01-415-40-20 Rent-Irrigation Dist Bldg:					700.00	.00	
01-415-43-00 Computer Maintenance/Software							
10443	Allied Business Solutions Inc.	419284	recurring subscriptions: Datto - Ci	01/10/2025	650.00	.00	
11141	Ednetics	133840	compact fanless 12-port, virtual n	01/15/2025	1,456.86	.00	
12271	Huntress Labs	0A36D090-001	anti-spamware	01/13/2025	1,062.00	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	monthly Statement (City Hall)	01/15/2025	447.99	.00	
Total 01-415-43-00 Computer Maintenance/Software:					3,616.85	.00	
01-415-43-05 IT Contract							
10443	Allied Business Solutions Inc.	419301	monthly billing	01/13/2025	5,027.66	.00	
Total 01-415-43-05 IT Contract:					5,027.66	.00	
01-415-52-00 Supplies							
11306	Capital One	JANUARY 202	monthly statement - City Hall	01/19/2025	105.93	.00	
1430	Standard Plumbing Supply Co	XYN736	flex magnet tape	01/14/2025	15.99	.00	
Total 01-415-52-00 Supplies:					121.92	.00	
01-415-55-25 Website Maintenance							
10132	Entry Point Networks	1895	website hosting	12/31/2024	810.81	.00	
Total 01-415-55-25 Website Maintenance:					810.81	.00	
01-415-56-00 Meetings Schools & Dues							
101	Association of Idaho Cities	200012621	AIC water summit - harjo	12/10/2024	100.00	.00	
2567	Leavitt Select	BD112490	notary license - mercado	01/22/2025	70.00	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	monthly Statement (City Hall)	01/15/2025	40.19	.00	
Total 01-415-56-00 Meetings Schools & Dues:					210.19	.00	
01-415-61-05 Special Event(AFAD, Retr. etc)							
11250	All J's Septic Services, LLC	2021-1233 B	portable restroom service - christ	12/06/2024	210.00	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	monthly Statement (City Hall)	01/15/2025	111.94	.00	
Total 01-415-61-05 Special Event(AFAD, Retr. etc):					321.94	.00	
Total ADMINISTRATION:					14,709.78	.00	
DEVELOPMENT SERVICES							
01-416-31-00 Postage							
11497	Quadient Finance USA, Inc	JAN 2025	postage - building	01/14/2025	124.61	.00	
Total 01-416-31-00 Postage:					124.61	.00	
01-416-43-00 Computer Maint/Software							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Dev Serv)	01/15/2025	762.00	.00	
Total 01-416-43-00 Computer Maint/Software:					762.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-416-52-00 Supplies							
1430	Standard Plumbing Supply Co	XZG620	bb anchor	01/22/2025	15.99	00	
Total 01-416-52-00 Supplies:					15.99	00	
01-416-56-00 Meetings, Schools & Dues							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Dev Serv)	01/15/2025	410.77	00	
Total 01-416-56-00 Meetings, Schools & Dues:					410.77	00	
01-416-62-00 Planning & Zoning Expenses							
11663	Drake, Cristina	JAN 2025 B	planning & zoning meeting	01/21/2025	60.00	00	
12385	Mills, Phillip	JAN 2025 B	planning & zoning meeting	01/21/2025	60.00	00	
11086	Roeder, William	JAN 2025 B	planning & zoning meeting	01/21/2025	60.00	00	
8778	Wallaert, Kristopher	JAN 2025 B	planning & zoning meeting	01/21/2025	60.00	00	
Total 01-416-62-00 Planning & Zoning Expenses:					240.00	00	
Total DEVELOPMENT SERVICES:					1,553.37	00	
POLICE							
01-421-31-00 Postage							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Police)	01/15/2025	53.40	00	
Total 01-421-31-00 Postage:					53.40	00	
01-421-32-00 Immunizations/Testing							
1018	Minert & Associates Inc	336075	DOT drug test, NDOT drug test	11/06/2024	49.00	00	
Total 01-421-32-00 Immunizations/Testing:					49.00	00	
01-421-34-00 Telephone/Internet							
1284	Century Link	JAN 2025	Monthly Statement (Police)	01/16/2025	911.04	00	
Total 01-421-34-00 Telephone/Internet:					911.04	00	
01-421-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Police Dept)	01/16/2025	353.99	00	
Total 01-421-35-00 Utilities:					353.99	00	
01-421-36-20 Software Licensing							
10443	Allied Business Solutions Inc.	419286	datto recurring subscriptions - polic	01/10/2025	650.00	00	
Total 01-421-36-20 Software Licensing:					650.00	00	
01-421-37-00 Repairs & Maint - Auto							
4184	Commercial Tire	35-92842	tires	01/22/2025	272.60	00	
6353	O'Reilly Auto Parts	3014-457153	capsule 2020 dodge durango	01/11/2025	50.60	00	
6353	O'Reilly Auto Parts	3014-457341	oil filter adapter	01/13/2025	10.19	00	
6353	O'Reilly Auto Parts	3014-457730	oil filter adapter	01/16/2025	10.19	00	
6353	O'Reilly Auto Parts	3014-458441	oil filter adapter	01/21/2025	10.19	00	
6353	O'Reilly Auto Parts	3014-458443	cabin filter	01/21/2025	17.54	00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Police)	01/15/2025	162.50	00	
Total 01-421-37-00 Repairs & Maint - Auto:					533.81	00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-421-40-00 Repairs & Maint - Building							
7494	Integrated Security Resources, In	237742	reset gate controller and tested	01/17/2025	157.50	.00	
Total 01-421-40-00 Repairs & Maint - Building:					157.50	.00	
01-421-40-30 Janitorial Service							
11363	Reyes, Sofia	1222025	mhpd janitorial	01/22/2025	1,252.50	.00	
Total 01-421-40-30 Janitorial Service:					1,252.50	.00	
01-421-43-00 Computer Maint/Software							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Police)	01/15/2025	15.89	.00	
Total 01-421-43-00 Computer Maint/Software:					15.89	.00	
01-421-52-00 Supplies							
11306	Capital One	JANUARY 202	monthly statement - Police	01/19/2025	47.10	.00	
2567	Leavitt Select	112053	farmers alliance sweep- lakeman	01/01/2025	70.00	.00	
2567	Leavitt Select	112692	farmers alliance sweep- dudley	01/01/2025	70.00	.00	
2567	Leavitt Select	116149	farmers alliance sweep-smith	01/28/2025	70.00	.00	
2567	Leavitt Select	BD112715BND	notary license - Rivas	01/22/2025	70.00	.00	
2567	Leavitt Select	BD112735BND	farmers alliance sweep- Matinez	01/01/2025	70.00	.00	
Total 01-421-52-00 Supplies:					397.10	.00	
01-421-53-00 Uniforms and accessories							
5371	Galls, LLC	030056284	5.11 tac lite pants	12/31/2024	64.26	.00	
10654	The Tiny Closet	D15061	embroidery	01/09/2025	255.00	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Police)	01/15/2025	64.47	.00	
Total 01-421-53-00 Uniforms and accessories:					254.79	.00	
01-421-55-00 Printing & Publications							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Police)	01/15/2025	69.93	.00	
Total 01-421-55-00 Printing & Publications:					69.93	.00	
01-421-56-00 Meetings, Schools & Dues							
11306	Capital One	JANUARY 202	monthly statement - Police	01/19/2025	21.00	.00	
2123	Gym Outfitters	8330	treadmills, freight, assembly & inst	01/15/2025	2,824.86	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Police)	01/15/2025	205.00	.00	
Total 01-421-56-00 Meetings, Schools & Dues:					3,050.86	.00	
01-421-57-00 Weapons & Ammunition							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Police)	01/15/2025	295.72	.00	
Total 01-421-57-00 Weapons & Ammunition:					295.72	.00	
01-421-64-00 Investigative Expenses							
3820	Lynn Peavey Company	414590	dgkt sk test cbd nik	12/13/2024	347.50	.00	
Total 01-421-64-00 Investigative Expenses:					347.50	.00	
01-421-90-10 Patrol Expense							
11306	Capital One	JANUARY 202	monthly statement - Police	01/19/2025	34.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-421-90-10 Patrol Expense:					34.84	.00	
01-421-99-10 Equip Inventory-\$500 to \$5000							
818	Intermountain Communications	AR12559	MOTOTRBO R7 PORTABLE UHF	01/10/2025	5,712.54	.00	
Total 01-421-99-10 Equip Inventory-\$500 to \$5000:					5,712.54	.00	
01-421-99-35 Lease/Purchase equipment							
12181	KS State Bank	62132-3-2025	Govt Obligation Contract	01/13/2025	20,881.00	.00	
Total 01-421-99-35 Lease/Purchase equipment:					20,881.00	.00	
Total POLICE:					35,021.41	.00	
ANIMAL CONTROL							
01-422-31-00 Postage							
11497	Quadient Finance USA, Inc	JAN 2025	postage - animal shelter	01/14/2025	3.45	.00	
Total 01-422-31-00 Postage:					3.45	.00	
01-422-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Animal Shelter)	01/16/2025	326.51	.00	
Total 01-422-35-00 Utilities:					326.51	.00	
01-422-40-00 Repairs & Maint - Building							
9595	Western Exterminator Company	72507345	pest control maintenance	01/07/2025	140.00	.00	
Total 01-422-40-00 Repairs & Maint - Building:					140.00	.00	
01-422-67-00 Animal Supplies							
11174	Patterson Veterinary Supply, Inc	3034793037	fatal plus solution	01/13/2025	122.37	.00	
Total 01-422-67-00 Animal Supplies:					122.37	.00	
Total ANIMAL CONTROL:					592.33	.00	
FIRE DEPARTMENT							
01-423-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Fire Dept)	01/16/2025	384.31	.00	
Total 01-423-35-00 Utilities:					384.31	.00	
01-423-36-00 Repairs & Maint - Equipment							
203	Boise Office Equipment Inc	IN4592378	monthly overage charge	01/13/2025	169.38	.00	
11306	Capital One	JANUARY 202	monthly statement - Fire	01/19/2025	378.00	.00	
11481	OHD, LLLP	100926	qfit annual calibration	01/20/2025	960.00	.00	
Total 01-423-36-00 Repairs & Maint - Equipment:					1,507.38	.00	
01-423-37-00 Repairs & Maint - Trucks							
11306	Capital One	JANUARY 202	monthly statement - Fire	01/19/2025	34.22	.00	
Total 01-423-37-00 Repairs & Maint - Trucks:					34.22	.00	
01-423-40-00 Repairs & Maint - Building							
2123	Gym Outfitters	8330	treadmills, freight, assembly & inst	01/15/2025	2,824.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 01-423-40-00 Repairs & Maint - Building:					2,824.86	.00	
01-423-52-00 Supplies							
11306	Capital One	JANUARY 202	monthly statement - Fire	01/19/2025	100.67	.00	
11497	Quadient Finance USA, Inc	JAN 2025	postage - fire	01/14/2025	3.45	.00	
Total 01-423-52-00 Supplies:					104.12	.00	
01-423-53-00 Uniforms/Safety Clothing Items							
1123	Norco Inc	42278420968	gloves	01/13/2025	32.56	.00	
Total 01-423-53-00 Uniforms/Safety Clothing Items:					32.56	.00	
01-423-56-00 Meetings, Schools & Dues							
2123	Gym Outfitters	8330	treadmills, freight, assembly & inst	01/15/2025	2,824.86	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Fire)	01/15/2025	2,172.91	.00	
Total 01-423-56-00 Meetings, Schools & Dues:					4,997.77	.00	
01-423-64-00 Fire Prevention Program							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Fire)	01/15/2025	225.00	.00	
Total 01-423-64-00 Fire Prevention Program:					225.00	.00	
01-423-99-10 Equip Inventory-\$500 to \$5000							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Fire)	01/15/2025	3,147.00	.00	
Total 01-423-99-10 Equip Inventory-\$500 to \$5000:					3,147.00	.00	
Total FIRE DEPARTMENT:					13,257.22	.00	
PARKS DEPARTMENT							
01-438-32-00 Drug Testing							
1018	Minert & Associates Inc	336075	breath alcohol test	11/06/2024	131.00	.00	
Total 01-438-32-00 Drug Testing:					131.00	.00	
01-438-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Parks)	01/16/2025	258.98	.00	
Total 01-438-35-00 Utilities:					258.98	.00	
01-438-38-00 Portable Service Contract							
11250	All J's Septic Services, LLC	2021-1249 B	portable restroom service - stonetr	01/20/2024	45.00	.00	
11250	All J's Septic Services, LLC	2021-1250 B	portable restroom service - carl mi	12/20/2024	45.00	.00	
11250	All J's Septic Services, LLC	2021-1251 B	portable restroom service - Legac	12/20/2024	45.00	.00	
11250	All J's Septic Services, LLC	2021-1252 B	portable restroom service - optimi	01/20/2024	45.00	.00	
11250	All J's Septic Services, LLC	2021-1253 B	portable restroom service - railroa	12/20/2024	45.00	.00	
11250	All J's Septic Services, LLC	2021-1254 B	portable restroom service - silvers	12/20/2024	45.00	.00	
11250	All J's Septic Services, LLC	2021-1255 B	portable restroom service - richard	12/20/2024	45.00	.00	
Total 01-438-38-00 Portable Service Contract:					315.00	.00	
01-438-40-00 Repairs & Maint - Bldgs & Grnd							
121	B & C Welding Inc	35772	Labor 1x1/8 flat	01/14/2025	193.76	.00	
3265	Cintas Corporation	4217228566	refill soap, toilet tissue, papertowe	01/08/2025	98.00	.00	
3265	Cintas Corporation	4217228625	refill soap, toilet tissue, papertowe	01/08/2025	98.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11498	IDACOMP	1195	Open Path Access	01/04/2025	56.25	.00	
	Total 01-438-40-00 Repairs & Maint - Bldgs & Gmd:				446.01	.00	
01-438-56-00 Meetings, Schools & Dues							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Parks)	01/15/2025	1,164.95	.00	
	Total 01-438-56-00 Meetings, Schools & Dues:				1,164.95	.00	
01-438-72-00 Tools & Supplies							
1430	Standard Plumbing Supply Co	XZGJ59	forged scraper	01/22/2025	38.99	.00	
	Total 01-438-72-00 Tools & Supplies:				38.99	.00	
Total PARKS DEPARTMENT:					2,354.93	.00	
Total GENERAL FUND:					67,534.04	.00	
STREET DEPARTMENT							
STREET DEPARTMENT							
02-431-32-00 Immunizations/Testing							
10016	St Luke's Health System	2643182	collection fee -Fogleman	01/09/2025	5.00	.00	
	Total 02-431-32-00 Immunizations/Testing:				5.00	.00	
02-431-33-00 Gas & Oil							
692	Hiler Bros. Co	0113127	Boxes blue def 2.5 j/1	01/14/2024	159.90	.00	
	Total 02-431-33-00 Gas & Oil:				159.90	.00	
02-431-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Streets)	01/16/2025	200.67	.00	
	Total 02-431-35-00 Utilities:				200.67	.00	
02-431-36-00 Repairs & Maint - Equipment							
1624	Western States Cat/Equipment	IN003057670	travel, troubleshoot, aftertreatmen	01/15/2025	3,944.75	.00	
	Total 02-431-36-00 Repairs & Maint - Equipment:				3,944.75	.00	
02-431-40-00 Repairs&Maint-Building/Grounds							
848	J & J Heating & Cooling	3498	replace unit heater	01/07/2025	6,100.00	.00	
1430	Standard Plumbing Supply Co	XZFH84	pipe Insulation, auto heating cable	01/21/2025	65.27	.00	
	Total 02-431-40-00 Repairs&Maint-Building/Grounds:				6,165.27	.00	
02-431-41-00 Professional Services							
878	Keller Associates	214010-012 02	Transportation- General Engineeri	01/15/2025	20.00	.00	
	Total 02-431-41-00 Professional Services:				20.00	.00	
02-431-52-00 Supplies							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Streets)	01/15/2025	18.02	.00	
	Total 02-431-52-00 Supplies:				18.02	.00	
02-431-52-10 Computer Maint/Software							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Streets)	01/15/2025	432.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 02-431-52-10 Computer Maint/Software:					432.00	.00	
02-431-72-00 Tools & Supplies							
11306	Capital One	JANUARY 202	monthly statement - Streets	01/19/2025	12.97	.00	
1430	Standard Plumbing Supply Co	XYPL34	Receptacle Tester	01/15/2025	3.49	.00	
Total 02-431-72-00 Tools & Supplies:					16.46	.00	
Total STREET DEPARTMENT:					10,962.07	.00	
Total STREET DEPARTMENT:					10,962.07	.00	
CEMETERY FUND							
CEMETERY							
04-442-32-00 Drug Testing							
1018	Minert & Associates Inc	336075	DOT drug test, NDOT drug test	11/06/2024	49.00	.00	
Total 04-442-32-00 Drug Testing:					49.00	.00	
04-442-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Cemetery)	01/16/2025	45.75	.00	
Total 04-442-35-00 Utilities:					45.75	.00	
04-442-36-00 Repairs & Maint - Equipment							
6	A to Z Lumber Co	123916	coolant reservoir	12/21/2024	16.99	.00	
6353	O'Reilly Auto Parts	3014-457885	battery, core charge, wrench	01/17/2025	175.02	.00	
Total 04-442-36-00 Repairs & Maint - Equipment:					192.01	.00	
04-442-99-20 Lease/Purchase equipment							
6720	Mountain West Bank	JAN-2025	principal & interest	01/21/2025	9,643.10	.00	
Total 04-442-99-20 Lease/Purchase equipment:					9,643.10	.00	
Total CEMETERY:					9,929.86	.00	
Total CEMETERY FUND:					9,929.86	.00	
RECREATION FUND							
05-350-10-00 Individual Program Classes							
12487	Horn, Marquette	HORN-JAN202	2025 January wreath class refund	01/15/2025	25.00	.00	
Total 05-350-10-00 Individual Program Classes:					25.00	.00	
Total:					25.00	.00	
RECREATION DEPARTMENT							
05-439-10-30 Seasonal Hourly							
12273	Gravatt, Tiana	GRAVATT-JAN	Laser tag,holiday trip ss basketbal	01/14/2025	282.00	.00	
Total 05-439-10-30 Seasonal Hourly:					282.00	.00	
05-439-34-00 Telephone/Internet							
1284	Century Link	JAN 2025	Monthly Statement (Rec)	01/16/2025	104.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 05-439-34-00 Telephone/Internet:					104.35	.00	
05-439-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Rec)	01/16/2025	454.72	.00	
Total 05-439-35-00 Utilities:					454.72	.00	
05-439-37-00 Repairs & Maint - Auto							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Rec)	01/15/2025	31.82	.00	
Total 05-439-37-00 Repairs & Maint - Auto:					31.82	.00	
05-439-38-00 Individual Program Expenses							
11306	Capital One	JANUARY 202	monthly statement - Rec	01/19/2025	14.95	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Rec)	01/15/2025	70.14	.00	
Total 05-439-38-00 Individual Program Expenses:					85.09	.00	
05-439-39-00 Officials-Instructors							
12134	Barrett, Mikah	JAN 2025	Holiday Trips	01/21/2025	228.00	.00	
7170	Buckley, Julie	JAN 2025	freezer frenzie classes	01/17/2025	125.00	.00	
7918	Dickinson, Elizabeth	JAN 2025	freezer frenzie classes	01/17/2025	125.00	.00	
3156	Pippin, Chris	JAN 2025	messy play	01/17/2025	50.00	.00	
7948	Rooney, Luann	JAN 2025	step it up program monitor	01/17/2025	350.00	.00	
Total 05-439-39-00 Officials-Instructors:					878.00	.00	
05-439-39-50 Discovery Pre-School							
12476	Gordillo, Kiersten	GORDILLO-JA	discovery preschool	01/14/2025	2,034.60	.00	
3156	Pippin, Chris	JAN-2025	Discovery Preschool	01/14/2025	3,051.90	.00	
Total 05-439-39-50 Discovery Pre-School:					5,086.50	.00	
05-439-40-00 Repairs & Maint - Bldgs & Grnd							
11498	IDACOMP	1195	Open path access	01/04/2025	56.25	.00	
Total 05-439-40-00 Repairs & Maint - Bldgs & Grnd:					56.25	.00	
05-439-42-00 Good Council Hall-Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Rec-Good Co	01/16/2025	494.12	.00	
Total 05-439-42-00 Good Council Hall-Utilities:					494.12	.00	
05-439-52-00 Supplies							
11306	Capital One	JANUARY 202	monthly statement - Rec	01/19/2025	29.24	.00	
5200	Staples Advantage	6021209815	pickup, credit, no reship brother p-	01/08/2025	99.96	.00	
Total 05-439-52-00 Supplies:					70.72	.00	
05-439-56-00 Meetings, Schools & Dues							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Rec)	01/15/2025	14.95	.00	
Total 05-439-56-00 Meetings, Schools & Dues:					14.95	.00	
05-439-76-00 Youth Programs-Youth Center							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Rec)	01/15/2025	47.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 05-439-76-00 Youth Programs-Youth Center:					47.35	.00	
05-439-78-00 Holiday Breaks for Kids							
11306	Capital One	JANUARY 202	monthly statement - Rec	01/19/2025	73.46	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Rec)	01/15/2025	2,094.74	.00	
Total 05-439-78-00 Holiday Breaks for Kids:					2,168.20	.00	
05-439-85-00 Miscellaneous							
11306	Capital One	JANUARY 202	monthly statement - Rec	01/19/2025	68.43	.00	
Total 05-439-85-00 Miscellaneous:					68.43	.00	
05-439-85-85 Grant-Land/Water							
8755	Idaho Materials & Construction	6536445	round rocks	01/07/2025	1,239.09	.00	
5999	Paige Mechanical Group, Inc	41681	pool construction	12/01/2024	24,156.00	.00	
12387	Poly Seal	1790	surge tank coating, materials	01/15/2025	625.00	.00	
12318	Texas Aquatic Construction	DEC-2024	swimming pool construction	12/20/2024	40,280.00	40,280.00	01/17/2025
12318	Texas Aquatic Construction	JAN-2025	swimming pool construction	01/23/2025	27,571.68	.00	
12345	Tri-State Electric, Inc.	1733*5	swimming pool construction	10/21/2024	20,988.48	.00	
12345	Tri-State Electric, Inc.	1733*7	swimming pool construction	12/20/2024	1,538.10	.00	
12345	Tri-State Electric, Inc.	1733*8	swimming pool construction	01/20/2025	6,822.26	.00	
1659	Ytuarte Concrete	1907	concreate for new swimming pool.	01/15/2025	15,755.00	.00	
Total 05-439-85-85 Grant-Land/Water:					138,975.61	40,280.00	
05-439-85-86 Grant Match-Land/Water							
8755	Idaho Materials & Construction	6535194	commercaill road base	01/03/2025	341.37	.00	
8755	Idaho Materials & Construction	6535198	commercaill road base	01/03/2025	146.30	.00	
8755	Idaho Materials & Construction	6536445	round rocks	01/07/2025	1,239.09	.00	
8755	Idaho Materials & Construction	6538909	commercaill road base	01/13/2025	97.54	.00	
5333	Jose Pedroza Construction	878	roof framing , extra materials, soffi	12/17/2024	13,812.45	.00	
5333	Jose Pedroza Construction	879	windows replacement 3 broken ob	12/17/2024	1,584.00	.00	
5333	Jose Pedroza Construction	880	roofing flashing install	12/17/2024	22,500.00	.00	
5999	Paige Mechanical Group, Inc	41681	pool construction	12/01/2024	24,156.00	.00	
12387	Poly Seal	1790	surge tank coating, materials	01/15/2025	625.00	.00	
1430	Standard Plumbing Supply Co	XZGR27	twist fluoORG reels, couplings	01/22/2025	30.75	.00	
12318	Texas Aquatic Construction	DEC-2024	swimming pool construction	12/20/2024	40,280.00	40,280.00	01/17/2025
12318	Texas Aquatic Construction	JAN-2025	swimming pool construction	01/23/2025	27,571.68	.00	
12345	Tri-State Electric, Inc.	1733*5	swimming pool construction	10/21/2024	20,988.48	.00	
12345	Tri-State Electric, Inc.	1733*7	swimming pool construction	12/20/2024	1,538.10	.00	
12345	Tri-State Electric, Inc.	1733*8	swimming pool construction	01/20/2025	6,822.25	.00	
1659	Ytuarte Concrete	1907	concrete new pool, sidewalk, conc	01/15/2025	15,755.00	.00	
Total 05-439-85-86 Grant Match-Land/Water:					177,488.01	40,280.00	
Total RECREATION DEPARTMENT:					326,164.68	80,560.00	
Total RECREATION FUND:					326,189.68	80,560.00	
LIBRARY FUND							
LIBRARY							
06-461-34-00 Telephone/Internet							
1284	Century Link	DEC-2024 LIB	fax line	12/01/2024	183.43	.00	
Total 06-461-34-00 Telephone/Internet:					183.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
06-461-36-00 Repairs & Maint - Equipment							
10443	Allied Business Solutions Inc.	DEC-2024 LIB	datto backup subscription	12/01/2024	1,155.00	.00	
Total 06-461-36-00 Repairs & Maint - Equipment					1,155.00	.00	
06-461-40-00 Repairs & Maint - Bldgs & Grnd							
1430	Standard Plumbing Supply Co	DEC-2024 LIB	interior repair supplies	12/01/2024	25.53	.00	
Total 06-461-40-00 Repairs & Maint - Bldgs & Grnd					25.53	.00	
06-461-40-10 Rep & Maint Bldg /Janitor							
445	Diamond Laundry	DEC-2024 LIB	mat & rag service	12/01/2024	222.50	.00	
Total 06-461-40-10 Rep & Maint Bldg /Janitor					222.50	.00	
06-461-43-10 Annual Support Contract							
5126	EnvisionWare, Inc.	DEC-2024 LIB	Annual maintenance for Partnered	12/01/2024	4,614.21	.00	
Total 06-461-43-10 Annual Support Contract					4,614.21	.00	
06-461-52-00 Supplies							
11306	Capital One	JANUARY 202	monthly statement - Library	01/19/2025	50.69	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Library)	01/15/2025	159.96	.00	
Total 06-461-52-00 Supplies					210.65	.00	
06-461-52-25 Passport Supplies/Expenses							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Library)	01/15/2025	121.13	.00	
Total 06-461-52-25 Passport Supplies/Expenses					121.13	.00	
06-461-56-00 Meetings, Schools & Dues							
10622	Hochstrasser, Shasta	JAN 2025	mileage	01/17/2025	84.00	.00	
11703	Mann, Jessica	MANN-JAN202	mileage: help deliver senior cente	01/13/2025	17.36	.00	
Total 06-461-56-00 Meetings, Schools & Dues					101.36	.00	
06-461-76-00 Programming							
11917	Incise of Idaho	DEC-2024 LIB	programming supplies	12/01/2024	14.84	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Library)	01/15/2025	392.97	.00	
Total 06-461-76-00 Programming					407.81	.00	
06-461-78-00 Books, Magazines, AV, Software							
5915	ProQuest LLC	DEC-2024 LIB	annual geneology databases subs	12/01/2024	3,936.76	.00	
Total 06-461-78-00 Books, Magazines, AV, Software					3,936.76	.00	
06-461-85-10 Coffee Bar Express							
11306	Capital One	JANUARY 202	monthly statement - Library	01/19/2025	288.97	.00	
1538	Treasure Valley Coffee Co	DEC-2024 LIB	Coffee shop supplies	12/01/2024	192.25	.00	
Total 06-461-85-10 Coffee Bar Express					481.22	.00	
06-461-96-00 Grants							
12496	Beauchamp, Maddison	DEC-2024 LIB	teens teach tech grant	12/01/2024	15.00	.00	
12495	Gomez, Adeleido	DEC-2024 LIB	teens teach tech grant	12/01/2024	15.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 06-461-96-00 Grants					30.00	.00	
06-461-99-00 Capital Outlay - Over \$5000							
5969	Dell Marketing L.P.	DEC-2024 LIB	new computers for patrons & staff	12/01/2024	31,389.38	.00	
Total 06-461-99-00 Capital Outlay - Over \$5000:					31,389.38	.00	
Total LIBRARY:					42,878.98	.00	
Total LIBRARY FUND:					42,878.98	.00	
AIRPORT FUND							
AIRPORT							
07-437-34-00 Telephone/Internet							
1284	Century Link	JAN 2025	Monthly Statement (AirportDSL lin	01/16/2025	105.89	.00	
Total 07-437-34-00 Telephone/Internet:					105.89	.00	
07-437-35-00 Utilities							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Airport)	01/15/2025	661.31	.00	
Total 07-437-35-00 Utilities:					661.31	.00	
07-437-40-00 Repairs & Maint - Bldgs & Grnd							
1430	Standard Plumbing Supply Co	XYPL33	outlets, honey bucket	01/15/2025	46.88	.00	
Total 07-437-40-00 Repairs & Maint - Bldgs & Grnd:					46.88	.00	
Total AIRPORT:					814.08	.00	
Total AIRPORT FUND:					814.08	.00	
GOLF COURSE FUND							
GOLF COURSE							
24-439-34-00 Telephone/Internet							
1284	Century Link	JAN 2025	Monthly Statement (Golf Course)	01/16/2025	178.96	.00	
Total 24-439-34-00 Telephone/Internet:					178.96	.00	
24-439-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Golf Course)	01/16/2025	162.37	.00	
Total 24-439-35-00 Utilities:					162.37	.00	
24-439-38-10 Repairs & Maint - Clubhouse							
3265	Cintas Corporation	4217638659	mat, soap refill, hand sanitizer, pa	01/13/2025	438.04	.00	
Total 24-439-38-10 Repairs & Maint - Clubhouse:					438.04	.00	
24-439-40-20 Irrigation Maintenance							
5594	Flowtech P.C.S. LLC	2053	pump parts, labor, travel	01/13/2025	4,875.34	.00	
5594	Flowtech P.C.S. LLC	2056	pump parts, labor, travel	01/15/2025	1,285.82	.00	
Total 24-439-40-20 Irrigation Maintenance:					6,161.16	.00	
24-439-40-30 Tree/Landscaping/Shrubs							
11052	Loranger, Jennifer	2020	trim trees-golf course	01/09/2025	5,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-439-40-30 Tree/Landscaping/Shrubs:					5,000.00	.00	
24-439-52-00 Office Supplies							
11497	Quadient Finance USA, Inc	JAN 2025	postage - golf	01/14/2025	9.66	.00	
Total 24-439-52-00 Office Supplies:					9.66	.00	
24-439-99-00 Capital Outlay - Over \$5000							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Golf)	01/15/2025	665.95	.00	
Total 24-439-99-00 Capital Outlay - Over \$5000:					665.95	.00	
Total GOLF COURSE:					12,616.14	.00	
Total GOLF COURSE FUND:					12,616.14	.00	
WATER MAINTENANCE FUND							
25-346-10-00 Metered Sales							
10124	Berzins, Benjamin & Rebecca	JAN 2025	refund credit on closed account ac	01/02/2025	106.00	.00	
12488	Bowers, Jyson & Haley	JAN 2025	refund credit on closed acct 10.07	01/15/2025	21.06	.00	
5291	CBH Homes	DEC 2024	refund credit on closed acct 4.166	12/17/2024	67.05	.00	
12055	Couchman, Thaddeus	JAN 2025	refund credit on closed acct 1.14	01/09/2025	22.90	.00	
12493	Snyder, George	JAN 2025	refund credit on closed acct 2.403	12/20/2024	6.01	.00	
Total 25-346-10-00 Metered Sales:					223.02	.00	
Total:					223.02	.00	
WATER DEPARTMENT							
25-434-31-10 Billing-Postage & Meter Expens							
179	Billing Document Specialists	98480	Monthly Statement - water	12/31/2024	1,898.89	.00	
11497	Quadient Finance USA, Inc	JAN 2025	postage - water	01/14/2025	851.91	.00	
Total 25-434-31-10 Billing-Postage & Meter Expens:					2,750.80	.00	
25-434-32-00 Drug Testing							
1018	Minert & Associates Inc	336075	DOT drug test, NDOT drug test	11/06/2024	53.00	.00	
10016	St Luke's Health System	2643182	collection fee - Folgeman	01/09/2025	5.00	.00	
Total 25-434-32-00 Drug Testing:					58.00	.00	
25-434-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Water)	01/16/2025	645.34	.00	
Total 25-434-35-00 Utilities:					645.34	.00	
25-434-36-00 Repairs & Maint - Equipment							
1007	Metroquip Inc	P30429	hxx rummber end	01/17/2025	281.86	.00	
1007	Metroquip Inc	W04608	repair westech coywolf hy	01/21/2025	495.92	.00	
12388	Power Equipment, LLC	838	service call - generator not makin	01/15/2025	1,684.39	.00	
Total 25-434-36-00 Repairs & Maint - Equipment:					2,462.17	.00	
25-434-37-00 Repairs & Maint - Trucks							
4184	Commercial Tire	35-92730	tire, installation	01/10/2025	513.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 25-434-37-00 Repairs & Maint - Trucks:					513.48	.00	
25-434-41-00 Professional Services							
878	Keller Associates	214010-010 02	general water support	01/15/2025	292.50	.00	
878	Keller Associates	214010-029 02	waterline & roadway improvement	01/15/2025	23,749.70	.00	
878	Keller Associates	214010-031 02	declining balance & tool creation	01/15/2025	9,121.65	.00	
Total 25-434-41-00 Professional Services:					33,163.85	.00	
25-434-43-10 Computer Software							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Water)	01/15/2025	432.00	.00	
Total 25-434-43-10 Computer Software:					432.00	.00	
25-434-43-25 IT Contract							
10443	Allied Business Solutions Inc.	419301	monthly billing	01/13/2025	4,913.33	.00	
Total 25-434-43-25 IT Contract:					4,913.33	.00	
25-434-43-30 SCADA Monthly Support							
5974	Advanced Control Systems, LLC	40048	Monthly Rapid Response program	01/20/2025	900.33	.00	
Total 25-434-43-30 SCADA Monthly Support:					900.33	.00	
25-434-52-00 Supplies							
599	Gem State Paper & Supply Co	3100955	soap, kleenex	01/21/2025	67.56	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Water)	01/15/2025	18.01	.00	
Total 25-434-52-00 Supplies:					85.57	.00	
25-434-56-00 Meetings, Schools & Dues							
5744	Assoc Idaho Public Works Profess	2025-131	Annual Membership dues. Curtis	01/06/2025	20.00	.00	
10139	Vermeer Mountain West, Inc	07236358B	HDD training	10/24/2024	4,000.00	.00	
Total 25-434-56-00 Meetings, Schools & Dues:					4,020.00	.00	
25-434-72-00 Tools & Supplies							
1430	Standard Plumbing Supply Co	XYPL34	Receptacle Tester	01/15/2025	3.50	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Water)	01/15/2025	138.55	.00	
Total 25-434-72-00 Tools & Supplies:					142.05	.00	
25-434-84-00 Water Samples							
74	Analytical Laboratories Inc	2500052	routine samples	12/31/2024	266.25	.00	
Total 25-434-84-00 Water Samples:					266.25	.00	
25-434-96-10 G- Match OLDCC Well #17 ARPA							
878	Keller Associates	214010-025 02	well 17, water mains, roadway & s	01/15/2025	11,869.10	.00	
Total 25-434-96-10 G- Match OLDCC Well #17 ARPA:					11,869.10	.00	
25-434-99-00 Capital Outlay - Over \$5000							
9643	Core & Main	INV0012503	smartshore kit, panels, screw jack	12/18/2024	6,854.25	.00	
Total 25-434-99-00 Capital Outlay - Over \$5000:					6,854.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WATER DEPARTMENT:					69,076.52	.00	
Total WATER MAINTENANCE FUND:					69,299.54	.00	
WASTEWATER MAINT. FUND							
26-347-10-00 Service Revenue							
12488	Bowers, Jyson & Haley	JAN 2025	refund credit on closed acct 10.07	01/15/2025	16.03	.00	
12055	Couchman, Thaddeus	JAN 2025	refund credit on closed acct 1.14	01/09/2025	17.00	.00	
12493	Snyder, George	JAN 2025	refund credit on closed acct 2.403	12/20/2024	3.71	.00	
Total 26-347-10-00 Service Revenue:					36.74	.00	
Total :					36.74	.00	
WASTEWATER DEPARTMENT							
26-435-31-10 Postage and Processing							
179	Billing Document Specialists	98480	Monthly Statement - waste water	12/31/2024	1,898.89	.00	
Total 26-435-31-10 Postage and Processing:					1,898.89	.00	
26-435-32-00 Drug Testing							
10016	St Luke's Health System	2643182	collection fee - Folgeman	01/09/2025	5.00	.00	
Total 26-435-32-00 Drug Testing:					5.00	.00	
26-435-34-00 Telephone/Internet							
1284	Century Link	JAN 2025	Monthly Statement (Sewer)	01/16/2025	162.16	.00	
Total 26-435-34-00 Telephone/Internet:					162.16	.00	
26-435-35-00 Utilities							
819	Intermountain Gas Co	JAN 2025	Monthly Statement (Public Works)	01/16/2025	203.41	.00	
Total 26-435-35-00 Utilities:					203.41	.00	
26-435-36-00 Repairs & Maint - Equipment							
4184	Commercial Tire	35-92816	repair tire	01/21/2025	144.50	.00	
1007	Metroquip Inc	P30367	hose assy, hyd 1	01/14/2025	1,080.46	.00	
1007	Metroquip Inc	P30466	hoses	01/21/2025	362.66	.00	
Total 26-435-36-00 Repairs & Maint - Equipment:					1,587.62	.00	
26-435-39-00 Repairs & Maint - Collection							
10139	Vermeer Mountain West, Inc	00000199	dds12 f series	12/26/2024	1,230.00	.00	
8467	Western Systems	44134	studded 8"-18", removeable pigtail	01/16/2025	709.79	.00	
Total 26-435-39-00 Repairs & Maint - Collection:					1,939.79	.00	
26-435-41-00 Professional Services							
878	Keller Associates	214010-011 02	general water support	01/15/2025	4,057.50	.00	
878	Keller Associates	214010-030 02	lagoon cell 10	01/15/2025	265.00	.00	
878	Keller Associates	214010-031 02	declining balance & tool creation	01/15/2025	9,121.65	.00	
Total 26-435-41-00 Professional Services:					13,444.15	.00	
26-435-43-10 Computer Software							
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Waste Water)	01/15/2025	432.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 26-435-43-10 Computer Software:					432.00	.00	
26-435-43-25 IT Contract							
10443	Allied Business Solutions Inc.	419301	monthly billing	01/13/2025	4,913.33	.00	
Total 26-435-43-25 IT Contract:					4,913.33	.00	
26-435-43-30 SCADA Monthly Support							
5974	Advanced Control Systems, LLC	40048	Monthly Rapid Response program	01/20/2025	432.67	.00	
Total 26-435-43-30 SCADA Monthly Support:					432.67	.00	
26-435-52-00 Supplies							
11306	Capital One	JANUARY 202	monthly statement - Wastewater	01/19/2025	171.57	.00	
599	Gem State Paper & Supply Co	3100955	soap, kleenex	01/21/2025	67.56	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Waste Water)	01/15/2025	18.01	.00	
Total 26-435-52-00 Supplies:					257.14	.00	
26-435-56-00 Meetings, Schools & Dues							
5744	Assoc Idaho Public Works Profess	2025-131	Annual Membership dues: Curtis	01/06/2025	20.00	.00	
781	Idaho Rural Water Association	E6742	wastewater collection I & II - bern	01/15/2025	120.00	.00	
1610	Wells Fargo Remittance Center	JAN 2025 B	Monthly Statement (Waste Water)	01/15/2025	212.00	.00	
Total 26-435-56-00 Meetings, Schools & Dues:					352.00	.00	
26-435-72-00 Tools							
1430	Standard Plumbing Supply Co	XYPL34	Receptacle tester	01/15/2025	3.50	.00	
Total 26-435-72-00 Tools:					3.50	.00	
26-435-84-00 Water Samples							
74	Analytical Laboratories Inc	2500053	wastewater monitoring	12/31/2024	47.00	.00	
Total 26-435-84-00 Water Samples:					47.00	.00	
Total WASTEWATER DEPARTMENT:					25,678.66	.00	
Total WASTEWATER MAINT. FUND:					25,715.40	.00	
SANITATION FUND							
27-345-10-00 Collection for Service							
12488	Bowers, Jyson & Haley	JAN 2025	refund credit on closed acct 10.07	01/15/2025	12.15	.00	
12055	Couchman, Thaddeus	JAN 2025	refund credit on closed acct 1.14	01/09/2025	11.71	.00	
12493	Snyder, George	JAN 2025	refund credit on closed acct 2.403	12/20/2024	2.54	.00	
Total 27-345-10-00 Collection for Service:					26.40	.00	
Total:					26.40	.00	
SANITATION DEPARTMENT							
27-433-31-10 Postage and Processing							
179	Billing Document Specialists	98480	Monthly Statement - sanitation	12/31/2024	1,898.90	.00	
Total 27-433-31-10 Postage and Processing:					1,898.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
27-433-41-00 Monthly Contract - Residential							
3511	Republic Services	0788-0003919	Monthly Statement	12/31/2024	97,066.55	97,066.55	01/22/2025
Total 27-433-41-00 Monthly Contract - Residential:					97,066.55	97,066.55	
27-433-41-20 Monthly Contract - City Waste							
3511	Republic Services	0788-0003919	Monthly Statement	12/31/2024	3,175.69	3,175.69	01/22/2025
Total 27-433-41-20 Monthly Contract - City Waste:					3,175.69	3,175.69	
Total SANITATION DEPARTMENT:					102,141.14	100,242.24	
Total SANITATION FUND:					102,167.54	100,242.24	
TAP DEPOSIT FUND							
46-202-03-00 Tap Deposit Payable							
12489	Ellis, Hilary	JAN 2025	refund credit on closed acct 20 01	01/13/2025	53.63	.00	
12490	Hurst, Nathan & Janet	JAN 2025	refund credit on closed acct 13 06	01/08/2025	39.07	.00	
12491	Razaghi, Jason & Melissa	JAN 2025	refund credit on closed acct 11 31	01/15/2025	50.35	.00	
12492	Rinehart, Karli	JAN 2025	refund credit on closed acct 21 02	01/21/2025	37.38	.00	
Total 46-202-03-00 Tap Deposit Payable:					180.43	.00	
Total:					180.43	.00	
Total TAP DEPOSIT FUND:					180.43	.00	
Fiber Optic Fund							
Fiber Optic Fund Construction							
50-434-35-25 SaaS-Monthly subscription							
10132	Entry Point Networks	1885	SaaS & NOC	12/16/2024	1,722.25	.00	
Total 50-434-35-25 SaaS-Monthly subscription:					1,722.25	.00	
50-434-37-00 Repairs & Maint-Equipment							
10139	Vermeer Mountain West, Inc	07331598	cable row shift	01/17/2025	188.25	.00	
Total 50-434-37-00 Repairs & Maint-Equipment:					188.25	.00	
50-434-52-00 Supplies							
12016	Power & Telephone	8057464-00	closure, drop gel, trays	01/22/2025	547.78	.00	
1430	Standard Plumbing Supply Co	XXZ137	hooks, pick up tool, cleaner	01/08/2025	54.96	.00	
1430	Standard Plumbing Supply Co	XYDQ66	marking paint, grease	01/10/2025	46.53	.00	
1430	Standard Plumbing Supply Co	XYK707	duct tape, seal tape, pipe cast, pa	01/13/2025	117.70	.00	
1430	Standard Plumbing Supply Co	XYQ842	nuts & bolts	01/15/2025	1.06	.00	
1430	Standard Plumbing Supply Co	XYQL55	pliers, nuts, bolts, extension cord	01/15/2025	28.87	.00	
1430	Standard Plumbing Supply Co	XYTV13	center punch	01/16/2025	7.49	.00	
1430	Standard Plumbing Supply Co	XZHD93	nuts & bolts	01/22/2025	.55	.00	
1430	Standard Plumbing Supply Co	XZJ900	couplings, clorox wipes, spray bolt	01/22/2025	72.73	.00	
10139	Vermeer Mountain West, Inc	00000165B	Jaw 2.06 stem	11/21/2024	334.14	.00	
10139	Vermeer Mountain West, Inc	07331154	sub saver, quicklock	12/09/2024	310.07	.00	
10139	Vermeer Mountain West, Inc	07331159	sub saver, quicklock	12/09/2024	310.07	.00	
Total 50-434-52-00 Supplies:					543.53	.00	
50-434-85-00 Miscellaneous							
1018	Minert & Associates Inc	336075	DOT drug test, NDOT drug test	11/06/2024	49.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 50-434-85-00 Miscellaneous					49.00	.00	
50-434-86-25 LID#1							
9933	Personnel Plus	154103	fiber optics laborer	01/04/2025	1,828.78	.00	
Total 50-434-86-25 LID#1					1,828.78	.00	
Total Fiber Optic Fund Construction:					4,331.81	.00	
Total Fiber Optic Fund:					4,331.81	.00	
Grand Totals					672,619.57	180,802.24	

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:)	
)	
Kaysa Cruse)	FINDINGS OF FACT AND
PZ-24-47 PPLAT)	CONCLUSIONS OF LAW
10th Street Neighborhood)	
Applicant.)	
)	

This matter came for deliberation and decision before the City Council of the City of Mountain Home on the 26th day of November, 2024 following a public hearing before the Planning and Zoning Commission with a recommendation rendered on the October 24, 2024 and November 5, 2024 held pursuant to notice as required by law on a request for approval of a preliminary plat of certain real property that is within the corporate boundaries of the City of Mountain Home, Idaho. Having heard from the Applicant in support of the application and having heard from three (3) members of the public appearing to testify regarding the request, and having received two (2) letters regarding the proposed application, the Commission being fully advised in the matter, having adopted the staff report as part of its deliberation, issued findings and a recommendation for 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 for the preliminary platting of real property legally described in attachment "A" attached hereto.
2. The Applicant has proposed the requested Preliminary Plat be identified as the "10th Street Neighborhood Subdivision" (see attachment "B") and hereafter referred to as such.
3. The Owner of the real property for the preliminary plat has requested in writing that the property be preliminary platted.

4. The proposed preliminary plat is configured to comply with the underlying "10th Street Neighborhood R-4 PUD" zoning designation of the property (see Attachment "C").
5. The proposed preliminary plat consists of the following:
 - a. Eighty-two (82) residential single-family home lots.
 - b. Fourteen (14) townhome lots.
 - c. Two (2) apartment/retail lots
 - i. These lots are configured to have commercial/retail on the first floor, with eighteen (18) residential apartments above.
 - d. One (1) activity lot.
 - e. Two (2) common lots.
6. The requested preliminary plat comprises one-hundred-fourteen (114) residential dwellings. The plat includes a community storage facility, Community Building, daycare, playground, sports court, and activity field.
7. Notice of public hearing was given as required by law.
8. Three (3) members of the public provided testimony to express concerns regarding the development regarding:
 - a) Water Availability
 - b) Wastewater Availability, capacity, cost of infrastructure.
 - c) Location
9. Two (2) letters were received expressing concerns regarding this development.
 - a) Traffic
 - b) Property Values
 - c) Urban sprawl
 - d) Property tax to pay for added infrastructure needs
10. Portions of this property are in a flood zone and is subject Title 5, Chapter 5, Flood Hazard Protection Ordinance.
11. A LOMR from FEMA is required prior to any development.
12. Subject to Fire Review Letters dated 4-7-22, 6-12-22, 9-9-24.
13. Indigo, Wheatgrass, Arrowleaf naming is allowed all others must be renamed and receive prior approval, Street names must be changed to Way or Drive, and SW directional designation given before the name.

14. Per City of Mountain Home City Code 9-16-10, the City Council reviewed:
 1. The availability of public services to accommodate the proposed development;
 2. The continuity of the proposed development with the capital improvement program, if applicable;
 3. The public financial capability of supporting services for the proposed development; and
 4. The other health, safety, or environmental problems that may be brought to the Commission's attention.
15. The request for preliminary platting of the subject property was found by the Planning & Zoning Commission to be in accordance with the City's Preliminary Plat Ordinance and the underlying 10th Street Neighborhood R-4 PUD zoning.

Based on the foregoing FINDINGS OF FACT, the City Council for the City of Mountain Home hereby makes the following:

CONCLUSIONS OF LAW

1. The notice and hearing requirements of Idaho Code Section 67-6509(a) have been met.
2. The action taken herein does not violate Chapter 80 of Title 67 of the Idaho Code, the Idaho Regulatory Takings Act.
3. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Section 9-6-10 and Mountain Home City Code Section 9-16-10.
4. The Planning & Zoning Commission voted 3-2 to recommend approval of the preliminary plat.
5. The City Council voted 2-1 in favor of the Application.

Based on the forgoing CONCLUSIONS OF LAW, the City of Mountain Home Planning and Zoning Commission hereby enters the following:

DECISION

The City Council hereby adopts and affirms the findings and recommendation of the Planning and Zoning Commission and hereby APPROVES the request for a preliminary plat of the 10th Street Neighborhood Subdivision. with the following conditions:

1. Subject to site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.
2. The Final Plat and all future development will comply with the uses and bulk & coverage controls provided in the "Approved Planned Unit Agreement."
3. Before a Final Plat is recorded, the Applicant shall receive all necessary approvals regarding water and sewer infrastructure from the Central Health District.
4. Per City Code 9-16-10(J), Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the Commission shall cause all approvals of said preliminary plat to be null and void unless a one-year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the Commission. A preliminary plat may be extended one time only, after which it shall be deemed null and void.
5. The applicant must apply for and receive a Letter of Map Revision from FEMA, before any development occurs.
6. All development regarding this application will be subject to the City of Mountain Home's ability to provide municipal water and wastewater services.

DATED this 21st day of January, 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

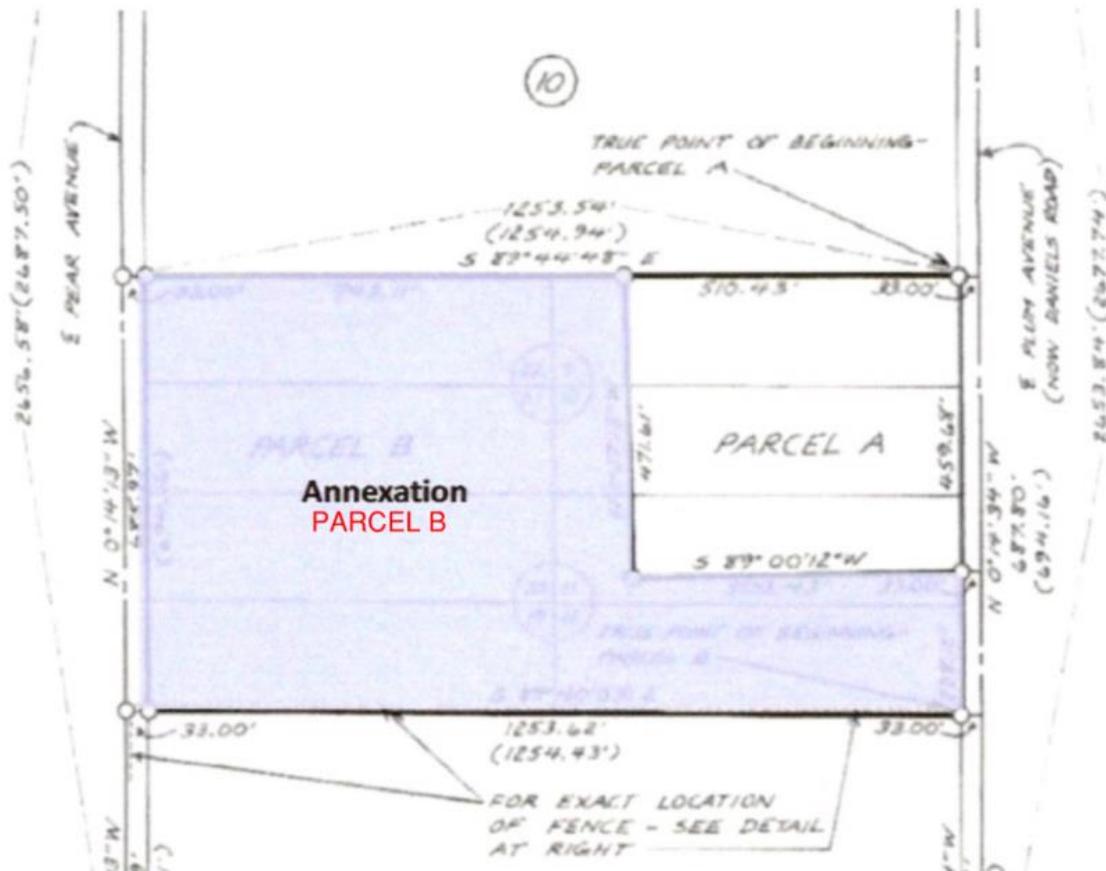
By: _____
Tiffany Belt, City Clerk

Attachment "A" – Legal Description

Legal Description:

Tax Parcel # RPA0060010009C, Record of Survey # 185058, Elmore County Recorder, referred to as Parcel B and described as follows:

A parcel of land located in the E1/2 NW ¼, Section 1, T. 4S., R. 6E., B.M. Which contains all of lots 12, 19, 20, 21, and 22, and portions of lots 9, 10, and 11 of block 10 of the Fruitdale Subdivision and which is more particularly described as follows: Beginning at the northeast corner of said NW ¼; thence S. 00°15'07" E. 2100.59 feet along the centerline of Plum Avenue (formerly Daniels Road, Now South 10th Ave. East) to a point; thence N. 89°39'47" W. 33.00 Feet to a point, said point being the Southeast corner of said lot 12 and the true POINT OF BEGINNING for this description: from the true POINT OF BEGINNING; thence N. 89°39'47" W. 1253.69 feet along the South boundary of lots 12 and 19 to a point, said point being the Southwest corner of said lot 19; thence N. 00°14'39" W. 685.97 feet along the west boundaries of lots 19, 20, 21, and 22 to a point, said point being the Northwest corner of lot 22; thence S. 89°45'04" E. 743.07 feet along the north boundaries of lots 22 and 9 to a point; thence S. 01°26'13" E. 471.53 feet to a point; thence N. 89°00'46" E. 500.78 feet to a point on the west right-of-way line of formerly Daniels Road, now South 10th Avenue East; thence S. 00°15'07" E. 227.36 feet along the said west right-of-way line to the true POINT OF BEGINNING. Parcel B contains 14.37 acres more or less.



Attachment "B" – Proposed Preliminary Plat

Amended
**10th Street Neighborhood
Planned Unit Development Agreement**

THIS AGREEMENT is made effective this 30th day of JULY, 2022, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation organized pursuant to the laws of the State of Idaho, of P. O. Box 10, Mountain Home, Idaho 83647, hereinafter referred to as the "City," and Kaysa Cruse, the property owner, hereinafter referred to as the "Owner".

WHEREAS, the Owner owns and desires to develop certain real Property located in the City of Mountain Home, Idaho, Elmore County Tax Assessor Parcel Numbers R7000600100924 the "Property," which is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, the Owner desires to develop the Property consistent with the 10th Street Neighborhood Site Master Plan (the "Masterplan"), which is attached hereto as Exhibit B and incorporated herein by this reference.

WHEREAS, this Development Agreement intends to ensure the Property is developed in a manner consistent with Mountain Home's City Code; and

WHEREAS, the Owner has agreed to the development standards set forth herein upon the use and development of the Property with the requirements outlined in this Development Agreement; and

WHEREAS, the 10th Street Neighborhood Planned Unit Development is proposed to be an attractive community that provides the following:

- Playground Area
- Community Gardens
- Sports Courts
- Activity Fields
- Live-Work Opportunities
- Neighborhood oriented retail and services
- Daycare Center
- Dog Park
- Storage Units

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any applicable public agency providing service to the development, adhering to all City policies and procedures, including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, flood

works, stormwater management, curbs, sidewalks, and roads UNLESS otherwise exempted in the proposed Planned Unit Development or this Agreement. Such policies include extending the utility lines in a manner acceptable to the City to make service available to adjoining lands and to maintain continuity of municipal systems at minimal public cost.

2. Applicable Standards: The Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet according to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.
 3. Covenant to Run with the Land: The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest and shall be deemed to be covenants running with the land.
 4. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
 5. Merger and Amendment: All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that a change in the law shall not amend this Agreement. The parties agree that this Agreement is not intended to replace any other requirement of the City Code. Its execution shall not constitute a waiver of requirements established by the City ordinance or other applicable provisions of law.
6. THE 10TH STREET NEIGHBORHOOD – Allowed Land Use Permitted by Right:
- a. Residential:
 - i. Single-Family Detached Homes
 - ii. Single-Family Attached Homes
 - iii. Townhouses
 - iv. Live-Work Units
 - b. Commercial:
 - i. Accountants
 - ii. Animal grooming
 - iii. Administrative Offices
 - iv. Advertising Agency
 - v. Antiques
 - vi. Appraiser
 - vii. Architects
 - viii. Art galleries and supplies

- ix. Attorneys
- x. Audiologist
- xi. Bakeries (retail/product sold on site)
- xii. Barber and beauty shops
- xiii. Bicycle dealers and repair
- xiv. Bookstore with miscellaneous retail
- xv. Bridal Shop
- xvi. Caretaker's/watchman sleeping quarters
- xvii. Children;s shops, clothing, furniture, toys
- xviii. Chiropractors
- xix. Classes/piano, dance, ceramics, craft (more than 5)
- xx. Clothing stores/new and used
- xxi. Convience stores
- xxii. Daycare Facility & Daycare Center
- xxiii. Delicatessen
- xxiv. Dentists and orthodontists
- xxv. Engineers
- xxvi. Exercise facility/gym
- xxvii. Fabric shop
- xxviii. Gift shop
- xxix. Hobby shops/crafts
- xxx. Ice cream shop
- xxxi. Insurance agency
- xxxii. Janitorial services (office)
- xxxiii. Jewlery store
- xxxiv. Music stores (instrument and record)
- xxxv. Office, miscellaneous
- xxxvi. Optician/retail sales
- xxxvii. Optometrist
- xxxviii. Pharmacy (prescriptions only)
- xxxix. Photographers studio
- xl. Physical therapist
- xli. Physicians
- xlii. Potiatrist
- xliii. Realtors
- xliv. Restaurant with dining room
- xlv. School/art, dance
- xlvi. Shoe repair and sales
- xlvii. Spa/health and wellness center
- xlviii. Storage units/mini
- xlix. Taxidermy

*All allowed uses shall not have an on-street parking requirement.

6. Development Schedule: The Applicant intends to commence site development as soon as possible after site engineering approvals, intending to complete *Phase I* of civil improvements no later than May 30, 2023. Vertical construction shall commence thereafter and continue at a pace consistent to complete the first six units by December 31, 2023. Civil improvements for the remaining phases shall commence as soon as possible after site engineering approvals intending to complete all remaining horizontal and vertical construction by December 31st 2026.

7. Planned Unit Development Design Standards: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 16 – Section 13: Subdivision Design Standards for the area designated as "Mitchell Townhomes PUD," or as amended, and all references to other sections therein except for the following:
 - a. Street Right of Way Widths:
 - i. Perimeter Streets:
 1. Daniels Road: 52' ROW (no additional ROW required). Owner to construct ½ width frontage including curb, gutter, and 5' of sidewalk.
 - ii. Private Internal Streets & Roadways.
 1. Blue Juniper Drive: 22' drive isle plus integrated curb and gutter both sides; No onstreet parking allowed. Curbs must be painted red.
 2. Wheatgrass Alley: 22' drive isle with straight in parking both sides.
 3. Wild Rye Alley: 26' drive isle plus integrated curb and gutter to the East and straight in parking to the west .
 4. Arrowleaf Alley: 22' inside roadway width with garage entrances on both sides. No onstreet (on-alley) parking allowed.
 5. Bluegrass Drive: 22' drive isle with straight in parking both sides .
 6. Sweetgrass Alley: 22' drive isle plus integrated curb and gutter on West and North sides with 20' straight in parking on East and South sides; No onstreet parking on the western portion allowed. Curbs must be painted red
 7. Mountain Sage Drive: 22' drive isle plus integrated curb and gutter both sides; No onstreet parking allowed. Curbs must be painted red.
 8. Indigo Way: 30' drive isle plus integrated curb and gutter both sides
 - iii. Pedestrian Walkways
 1. Sidewalks will be contiguous with the public streets and will be concrete and 5' wide. Sidewalks will be located within the street right of way OR in a street-side buffer strip/common lot.
 - b. Mailboxes

- i. The development shall provide cluster mailboxes as indicated on the site masterplan plan or as approved by the local postmaster and Public Works Director.
- c. Easements/Utility and Drainageway
 - i. Unobstructed utility easements shall be provided for water, sewer, storm drain, fiber, and power as required and to be detailed in the Infrastructure, Grading & Drainage Plan in the permitting and final plat phase. Stormwater from public roadway improvements on the north and west sides of the project may shed drain to stormwater inlets located within the curb and gutter to stormwater retention facilities located within project perimeter landscape buffers.
- d. Lots/Blocks:
 - i. Blocks: Block length shall not exceed nine hundred feet (900').
 - ii. Lots
 - 1. Corner lots shall NOT BE REQUIRED to be twenty percent (20%) greater in size than the minimum lot size for the zoning district.
 - 2. At the time of platting, corner lots ARE NOT required to be larger to accommodate setbacks for two (2) street frontages.
- e. Buffer yards And Reserve Strips
 - i. Buffer Yards and Reserve Strips:
 - 1. A thirty foot (30') buffer yard shall be located along Daniels Road. Streetlights may be located in the buffer areas, provided that a maintenance easement is noted on the face of the plat. The thirty foot (30') buffer area shall be developed according to the landscape standards of the 10th Street Neighborhood PUD.
- f. Public Spaces, Open Spaces, & Amenities
 - i. The Owner shall construct and provide the following, as shown on the Site Masterplan:
 - 1. A activity field that is a minimum 28,000 gross square feet for the private use and enjoyment of the community residents.
 - 2. Sports Courts area that is a minimum 5,000 gross square feet for the private use and enjoyment of the community residents.
 - 3. Play Ground area that is a minimum of 3,000 gross square feet for the private use and enjoyment of the community residents.
- g. Tenant Leasing' Agreement and/or Maintenance Agreement: to be recorded after recordation of the final plat for the 10th Street Neighborhood PUD. It shall include, at a minimum, the following elements:
 - i. Shared parking agreement for the common parking area for live/work units and the retail building.
 - ii. Maintenance obligations of the property owner, including all PUD common areas and buffers.

8. Bulk & Coverage Standards; Setbacks: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 7 – Section 6: Zoning Districts, (C) R-4 zone/residential zone for the area designated as "10th Street PUD", or as amended, and all references to other sections therein except for the following:
- a. Minimum Lot Size: *R-4 minimum per 9-7-8 is 5,000 gsf is N/A*. The proposed PUD shall consist of:
 - i. RYE POCKET NEIGHBORHOOD: Residential Attached Town Home Lots & Live-Work Lots shall consist of at least 800 squarefeet
 - ii. SAGE POCKET NEIGHBORHOOD: Single Family Residential Lots shall consist of at least 800 squarefeet.
 - iii. BLUE POCKET NEIGHBORHOOD: Single Family Residential Lots shall consist of at least 800 squarefeet.
 - iv. INDIGO POCKET NEIGHBORHOOD: Single Family Residential Lots shall consist of at least 800 squarefeet.
 - v. 10TH STREET COMMONS: Community Common Area Lots shall consist of at least 800 squarefeet.
 - b. Lot Coverage: *R-4 is N/A per 9-7-8*.
 - c. Minimum Street Frontage: *R-4 is 50 feet per 9-7-8 is N/A*. The proposed PUD shall not have any minimum street frontage requirements.
 - d. Side setback, interior: *R-4 is 5 feet per 9-7-8 is N/A*. S The proposed PUD shall consist of:
 - i. RYE POCKET NEIGHBORHOOD: Residential Attached Town Home Lots & Live-Work Lots have a zero-lot-line side setback. Each building of six or more townhouses shall have a minimum of 15' separation from nearest adjacent building of townhouses. Apartment and Retail Commercial Buildings will consist of zero-lot-line side setbacks. Each building shall have a minimum of 15' separation from nearest adjacent building.
 - ii. SAGE POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum side setback of 3 feet.
 - iii. BLUE POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum side setback of 3 feet.
 - iv. INDIGO POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum side setback of 3 feet.
 - v. 10TH STREET COMMONS: The designated Daycare Center and designated storage area shall have minimum side setback of 6 feet
 - vi.
 - e. Street side yard setback: *R-4 is 15 feet from ROW edge per 9-7-8*. The proposed PUD shall provide minimum 14' street yard setback.

RYE POCKET NEIGHBORHOOD

 - i. Residential Attached Town Home/Live-Work Lots will consist of an 8' street/front yard setback to porch and a 16' street/front yard setback to living unit. Each building of six or more townhouses shall have a minimum of 15' separation from nearest adjacent building of townhouses.

- ii. Apartment, Retail Commercial Buildings will consist of a zero-lot-line side setback. Each building shall have a minimum of 15' separation from nearest adjacent.
- f. Front yard setback: *R-4 is 15 feet from ROW edge per 9-7-8 is N/A.*
 - i. RYE POCKET NEIGHBORHOOD: Residential Attached Town Home Lots & Live-Work Lots have a 8' front yard setback to porch and a 16' street/front yard setback to living unit. Each building of six or more townhouses shall have a minimum of 15' separation from nearest adjacent building of townhouses. Apartment and Retail Commercial Buildings will consist of zero-lot-line front setback to common space. Each building shall have a minimum of 15' separation from nearest adjacent building.
 - ii. SAGE POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum front setback of 4 feet from sidewalk to porch and 12' from sidewalk to living unit.
 - iii. BLUE POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum front setback of 5 feet from utility easement to porch and 13' setback from utility easement to living unit.
 - iv. INDIGO POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum front setback of 15 feet from sidewalk to porch and 23 feet from sidewalk to living unit.
 - v. 10TH STREET COMMONS: The designated Daycare Center and designated storage area shall have minimum front setback of 8 feet
- g. Rear yard setback: *R-4 is 15 feet from property line per 9-7-8 is N/A.*
 - i. RYE POCKET NEIGHBORHOOD: Residential Attached Town Home Lots & Live-Work Lots have a zero lotline rear/alleyway setback. Each building of six or more townhouses shall have a minimum of 15' separation from nearest adjacent building of townhouses. Apartment and Retail Commercial Buildings will consist of zero-lot-line rear setback to common space. Each building shall have a minimum of 15' separation from nearest adjacent building.
 - ii. SAGE POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a zero lotline rear/alleyway setback.
 - iii. BLUE POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum 8 foot rear setback.
 - iv. INDIGO POCKET NEIGHBORHOOD: Single Family Residential Lots shall have a minimum 26 foot rear setback.
 - v. 10TH STREET COMMONS: The designated Daycare Center and shall have a zero rear setback to common area.
- h. Maximum building height: *R-4 is 30 feet from grade per 9-7-8.* The proposed PUD shall not exceed 45'-0" in height.
- i. Minimum floor area: *R-4 is N/A per 9-7-8.*

9. Residential Planned Unit Development Design Standards: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 19 – Article B: Residential Planned Unit Development Design Standards for the area designated as " 10th Street Neighborhood PUD ", or as amended, and all references to other sections therein except for the following:
 - a. Landscaping: Landscaping will be as illustrated on the 10th Street Neighborhood Site Masterplan (Ex. B), with detailed City of Mountain Home review and approval through the engineering review process. The property owner shall plant/maintain all landscaping.
 - b. Building Design:
 - i. Conceptual building designs are included as Exhibit C to this Agreement. Final building designs shall be materially and substantially consistent with the conceptual plans illustrate in Exhibit C.

10. Landscaping Requirements: All future development and improvements shall be consistent with the 10th Street Neighborhood Site Masterplan (Ex. B).

11. Community Building and Office Permits: Provided that all essential utility connections are available, the project shall be eligible for one (1) community building with associated tenant/resident-uses and business office space permits and limit certificate of occupancy before the final plat recording, including.
 - a. RYE POCKET NEIGHBORHOOD PHASE: Attached townhome.
 - i. A building permit will be allowed for the construction of the attached multi-unit plex. HOWEVER, only one model of a multi-unit plex may be finished and receive a temporary certificate of occupancy for the sole use of being used as a "model unit" before the final plat recording.
 - b. BLUE POCKET NEIGHBORHOOD: Single Family Residential Lot.
 - i. A building permit will be allowed for the construction of one (1) single family residential lot. HOWEVER, it shall only have a temporary certificate of occupancy for the sole use of being used as a "model units" before the final plat recording.
 - c. INDIGO POCKET NEIGHBORHOOD: Single Family Residential Lot.
 - i. A building permit will be allowed for the construction of one (1) single family residential lot. HOWEVER, it shall only have a temporary certificate of occupancy for the sole use of being used as a "model units" before the final plat recording.

12. Fiber Infrastructure Requirements:
 - a. The developer shall install fiber conduit, ducts, vaults, and handhold boxes as designed by the City and provided for by City standards for fiber installation at the time of construction. All such installations shall be subject to City inspection and require City approval before cable installation. *RE: included City Fiber Plan and Sheet A102 for additional information.*

- b. Developer and/or Property owner shall designate on the required final plat and building site plan the locations where the fiber drop duct ends shall terminate. All installation of fiber duct and related infrastructure shall be installed according to the standards adopted by the City of Mountain Home and subject to inspection and approval by the City of Mountain Home before issuance of a certificate of occupancy.
- c. The developer shall pay all associated fiber development fees at the time building permits are pulled pursuant to the applicable city ordinance.

13. *Impact Fees:*

- a. Development impact fees shall be calculated at the time of building permit application and imposed at time of building permit issuance according to applicable City of Mountain Home impact fee ordinance.

14. *Future Development Agreement(s):*

This Planned Unit Development Agreement does not prohibit the City of Mountain Home from requesting additional development agreements concerning new or different infrastructure and public improvements that is not addressed in this Agreement or the approved Site Masterplan, provided that nothing therein shall be construed to be an additional post-approval requirement for plat recording.

15. *Enforcement - Attorney's Fees:* Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Mountain Home has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

SIGNATURE PAGES FOLLOW

CITY OF MOUNTAIN HOME

By:

[Signature]
Rich Sykes, Mayor

ATTEST:

[Signature]
Tiffany Belt, City Clerk
Daniel Mercado, Deputy City Clerk

STATE OF IDAHO)

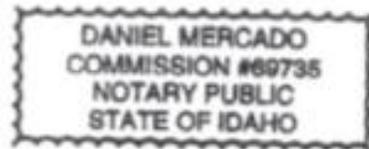
) ss.

County of Elmore)

On this 30 day of June, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Rich Sykes and ~~Tiffany Belt~~ *Daniel Mercado* known to me to be the Mayor and ~~City Clerk~~ *Deputy City Clerk*, respectively, of the City of Mountain Home and the persons who executed the foregoing instrument and acknowledged to me that they executed this Agreement on behalf of the City of Mountain Home in their official capacity.

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

[Signature]
Notary Public for Idaho
Residing at Mountain Home, Idaho.
Commission Expires: 4-13-2023



OWNER:

Kaysa Cruse
Kaysa Cruse, Property Owner

ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Ada)

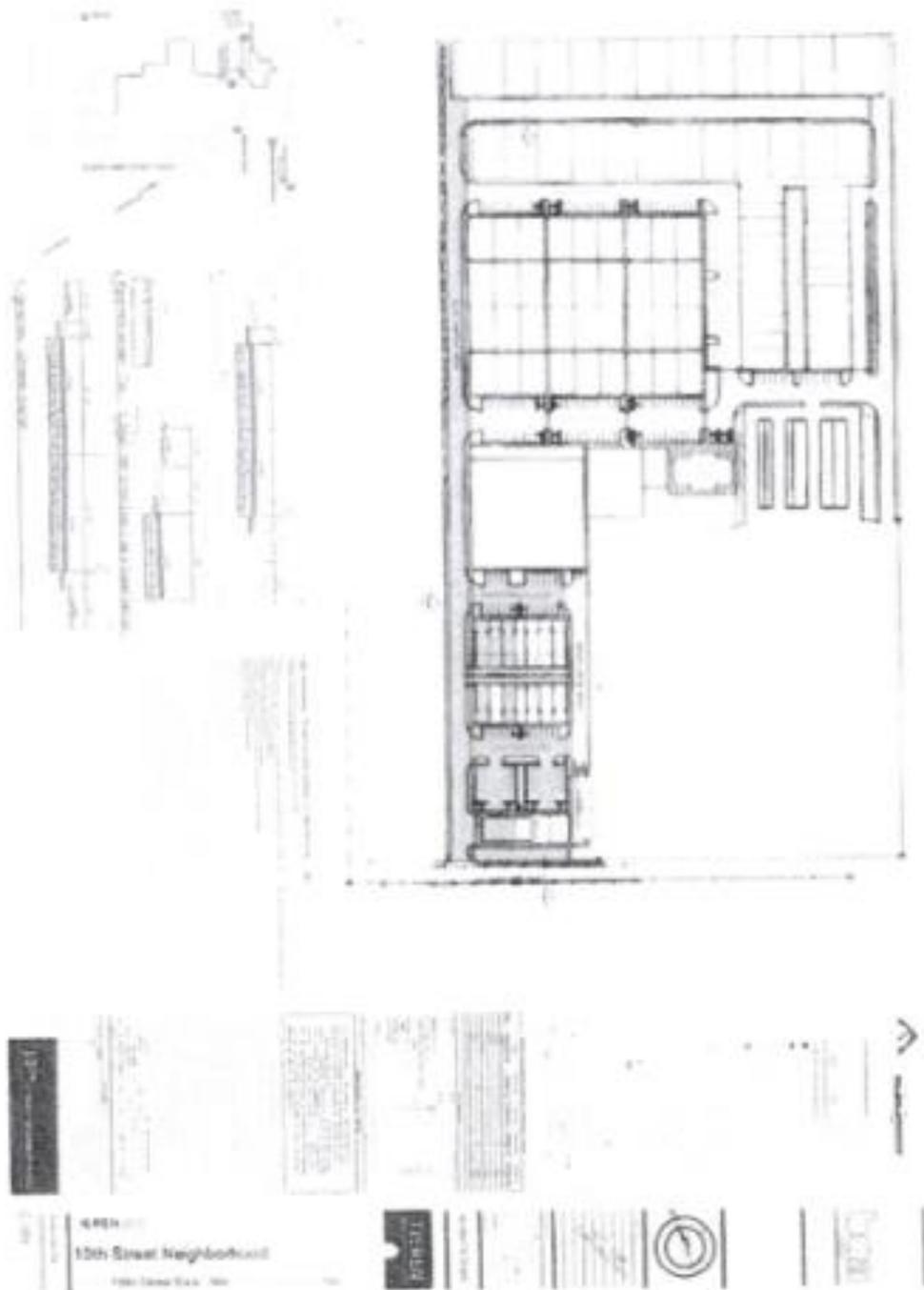
On this 1st day of July, 2022, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Kaysa Cruse, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as Owner of the Property.

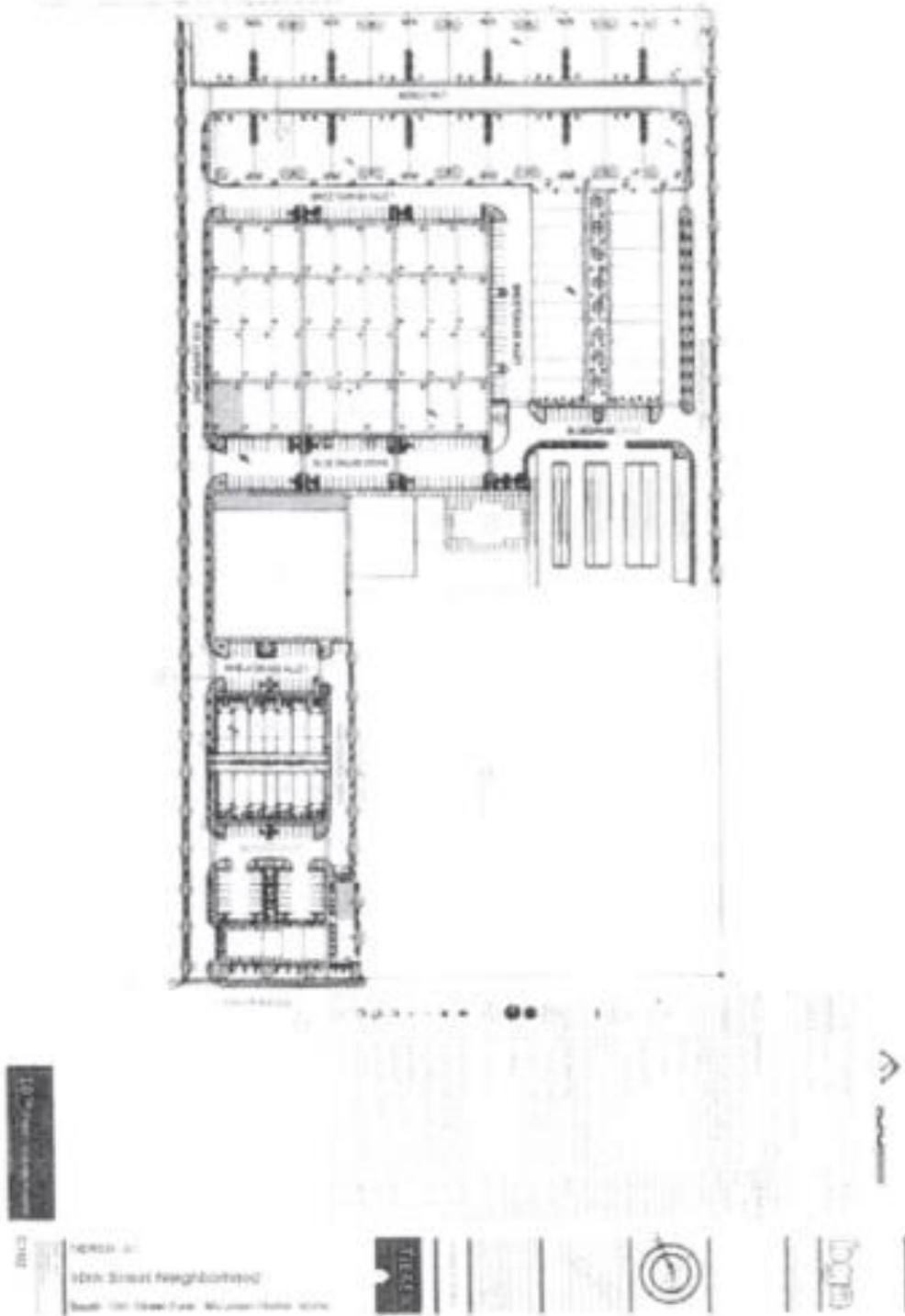
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal the day and year in this certificate first written.

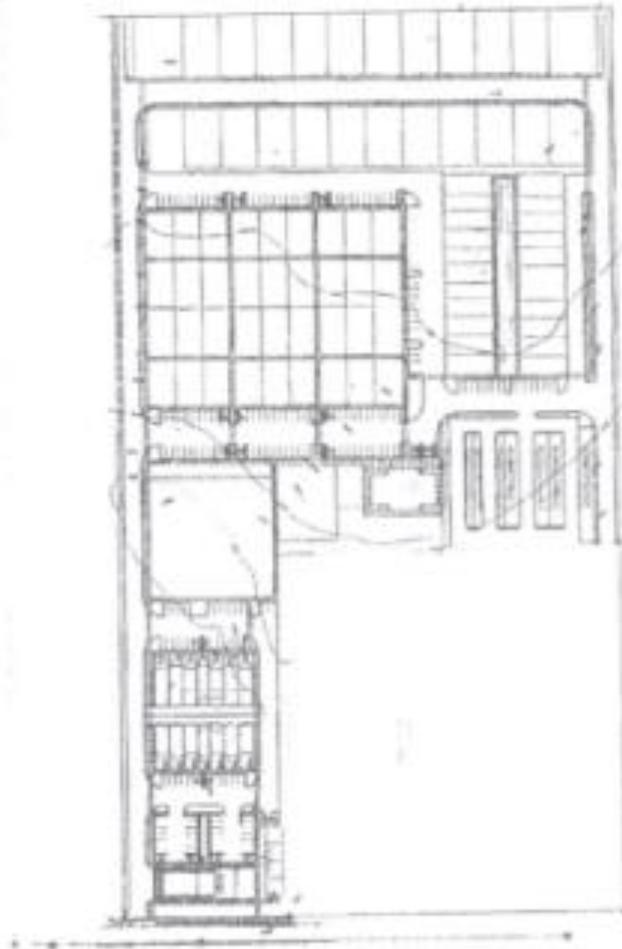
Adah Elliott
Notary Public for Idaho
Residing at: Page 7D
Commission Expires: 7/9/2024



EXHIBIT A: PRELIMINARY PLAT WITH PROPERTY LEGAL DESCRIPTION







10th Street Neighborhood
 10th Street Neighborhood PUD - AMENDED DEVELOPMENT AGREEMENT - APRIL 2022



EXHIBIT B: 10TH STREET NEIGHBORHOOD CONCEPTUAL MASTER PLAN

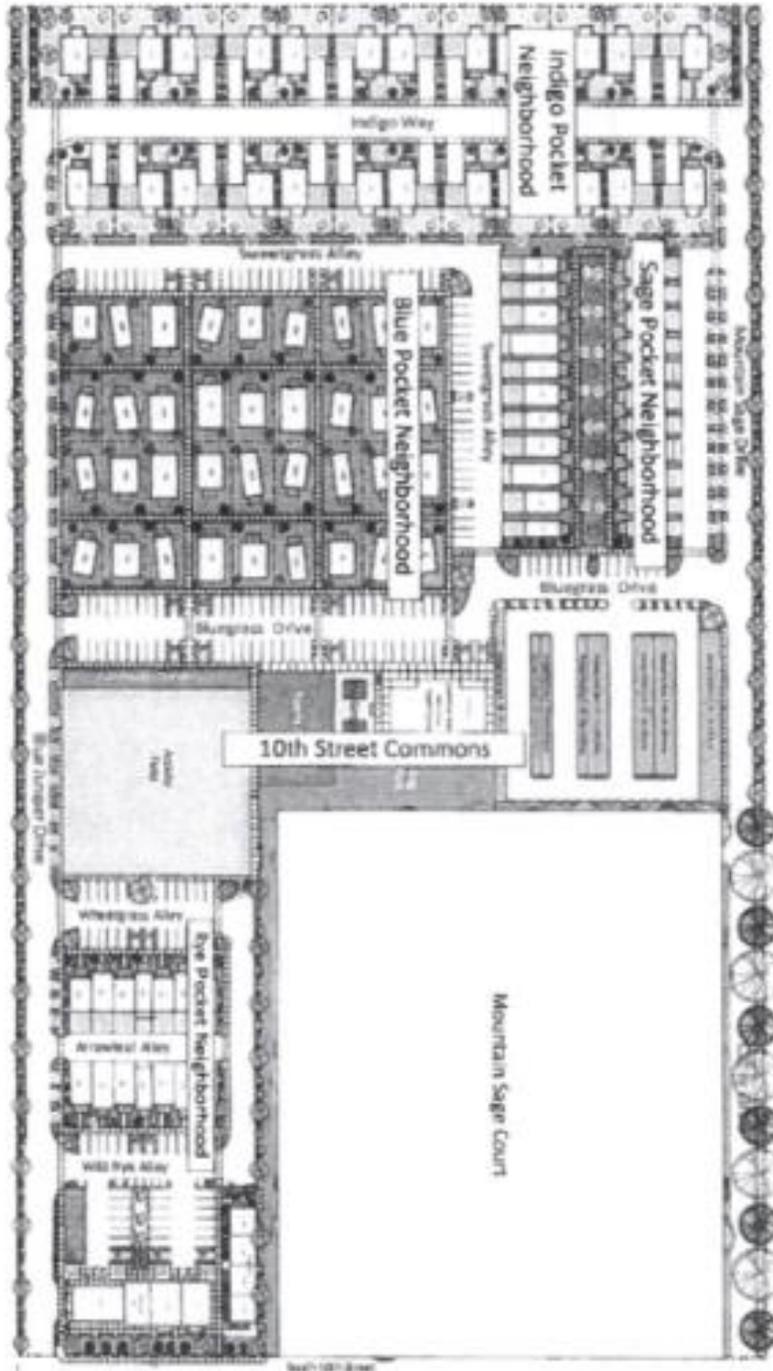


EXHIBIT C: Conceptual Building Designs

RYE POCKET NEIGHBORHOOD

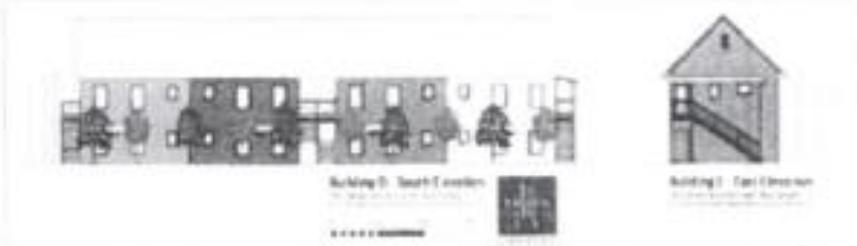
BUILDING B



BUILDING C



BUILDING D



BUILDING E



DAYCARE CENTER & APARTMENTS



SAGE POCKET NEIGHBORHOOD



INGIGO POCK NEIGHBORHOOD



BLUE POCKET NEIGHBORHOOD



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

IN RE:)	
)	
CUP: PZ-24-48)	FINDINGS OF FACT AND
Applicant:)	CONCLUSIONS OF LAW
Robert Reeder, Lytle Signs)	
%Elmore Medical Center)	
)	

This matter came for deliberation and decision before the City Council of the City of Mountain Home on the 12th day of November, 2024 following a public hearing before the Planning and Zoning Commission with a recommendation rendered on the 24th day of October 2024 held pursuant to notice as required by law for a request for a conditional use permit for a public/church/hospital sign in a residential zone. The sign will be located at 895 North 6th East Street. Having heard from the Applicant in support of the application and no property owners appearing in opposition and no property owners submitting letters in opposition, the commission being fully advised in the matter, issued findings and a recommendation for 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 requested a conditional use permit to allow a public/church/hospital sign in a residential zone. The sign will be located at 895 North 6th East Street.
2. The proposed sign will be mounted above the existing canopy at the emergency room entrance. The proposed location of the sign is interior to the property. The sign will be internally illuminated. The sign is approximately 14.88 sq. ft. The sign is

proposed to be eighteen (18) inches tall (1'.6" feet) and one hundred and nineteen (119) inches (9'-11" feet) (see attachment "A).

3. City Code 9-13-1, Sign Code Purpose and Intent: is to protect the health, welfare, and safety of the citizens, by regulating advertising signs of all types, and recognizes the need for a well-maintained and attractive community and the need for adequate and professional business identification, advertising, and communication.

4. City Code 9-13-5 states that a public/church/hospital sign shall have a maximum signage area of thirty-five (35') square feet with a maximum height of twenty (20') feet. Further, the sign shall be setback five (5') behind the property line.

5. The City Council has considered 9-17-1(C), General Standards Applicable to all conditional uses, and found the following:

- a. The request will, in fact, constitute an allowed conditional use in that zone, as determined by the use chart in chapter 7, of this title;
- b. The request will be in accordance with goals and objective of the Mountain Home Comprehensive Plan and with all the applicable provision of this zoning ordinance.
- c. The request 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.
- d. The request will not be hazardous or disturbing to existing or future neighboring uses.
- e. The 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.
- f. The use will not involve uses, activities, processes, material, 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.

- g. The use will not result in the destruction, loss or damage of a natural or scenic feature of major importance.

Based on the foregoing FINDINGS OF FACT, the City Council for the City of Mountain Home hereby makes the following

CONCLUSIONS OF LAW

1. The notice and hearing requirements of Idaho Code Section 67-6509(a) have been met.
2. The action taken herein does not violate Chapter 80 of Title 67 of the Idaho Code, the Idaho Regulatory Takings Act.
3. The requested conditional use permit is consistent with the City's Comprehensive Plan.
4. The requested conditional use permit does meet the criteria for a conditional use permit per City Code.
5. The Planning & Zoning Commission voted 3-0 to recommend approval of the request.

Based on the forgoing CONCLUSIONS OF LAW, the City of Mountain Home Planning and Zoning Commission hereby enters the following

DECISION

The City Council hereby adopts and affirms the Planning and Zoning Commission's recommendation that the application for a conditional use permit for a public/church/hospital sign in a residential zone and therefore APPROVES the Application as requested.

DATED this 21st day of January, 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"



AN EMPLOYEE OWNED COMPANY

CLIENT: St Luke's Mountain Home

ADDRESS: Mountain Home, ID

DATE: 5/8/2024

SCALE: 1/2" = 1'

ACCOUNT EXECUTIVE:

TB:

AS:

FILE NAME: St Luke's Mountain Home/Channel Letters J10123

QUOTE: J10123

REVISIONS:

LYTLE SIGNS © 2024

ALL RIGHTS RESERVED

Twin Falls

P.O. BOX 305

100 S. MAIN ST.

TWIN FALLS, ID 83303

208.733.1739

1.800.621.6636

Fax: 208.736.8653

Boise/Meridian

2070 E. COMMERCIAL ST.

MERIDIAN, ID 83642

208.396.1739

fax: 208.388.9566

lyttesigns.com



APPROVED BY:

DATE:



ILLUMINATED CHANNEL LETTERS
 5" BLACK ALUMINUM RETURNS
 INTERNAL RED LED ILLUMINATION
 WHITE ACRYLIC FACES
 RED (8630-38) TRANSLUCENT VINYL OVERLAYS
 1" RED TRIM CAP

MOUNTED TO ALUMINUM RACEWAY (BOTTOM OF LETTERS)
 TOP TOP OF CANOPY AND PAINTED TO MATCH

*
 Colors
 Required
 for
 Production

CANOPY COLOR TBD

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

IN RE:)	
)	
CUP: PZ-24-57)	
Applicant:)	FINDINGS OF FACT AND
Jaya Littlewing)	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 14th day of January, 2025 following a public hearing before the Planning and Zoning Commission with a recommendation rendered on the 3rd of December., 2024 held pursuant to public notice as required by law, on a request for a conditional or special use permit by Idaho Power, for a Electrical Substation (Sawmill Substation) to be located East of Optimist Park, North of West 5th North Street, and West of North Haskett Street , Mountain Home, Elmore County, Idaho, in a I-1 Light Industrial Zone. The Commission having heard from the applicant in support of the application and one property owner appearing in opposition to the site location, 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 for a conditional or special use permit for an unmanned Electrical Substation and associated ground equipment which will be contained within a fully fenced, gated, and locked compound to be located on parcel RPA3S06E263020, 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.
3. The proposed Substation will consist of three transformers, three breakers, and three metaclads. Exhibit B.
4. Notice of public hearing has been given as required by law.
 - a. One (1) adjacent property owner spoke regarding concerns about:
 - i. Location. Property owner wants Idaho Power to exchange the five acres for an alternate five acres on the west side of the power line.
 - ii. Easements. Property owner states Idaho Power has no access to the power line, nor will an easement be given to connect.
 - a. Idaho Power has provided Instrument No. 101493, and Instrument No. 496616, regarding easements.
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.

6. Relevant criteria and standards for consideration of this application are set forth in Mountain Home City Code Section 9-6-10, 9-9-22, 9-17-1(C) and Idaho Code § 67-6512(d).

7. The existing land uses in the immediate area of the property in question are vacant land. The nearest residential use is 600' away to the south of the parcel.

8. 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.

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

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

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

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

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

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

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

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

The Mountain Home 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, 9-9-22, and 9-17-1.

3. The Planning and Zoning Commission voted 4-0 to recommend approval of the proposed Conditional Use Permit for the Electrical Substation, with the condition of the landscaping in the future if necessary to provide a buffer of future development as part of the agreement.

4. The City Council voted 3-0 approving the Application.

Based on the forgoing findings and conclusions, the Mountain Home City Council hereby enters its decision as follows:

DECISION

The City Council for the City of Mountain Home hereby affirms / adopts Planning and Zoning Commission’s recommendation and hereby APPROVES the application (PZ-24-57) for a conditional use permit by Idaho Power for an Electrical Substation to be constructed on parcel RPA3S06E263020, located East of Optimist Park, North of West 5th North Street, and West of North Haskett Street , Mountain Home, Idaho, 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. Per City Code 9-17-1, within one (1) year of issuance, the Conditional Use Permit Holder must begin operations or construction directly pertaining to the requested use.

DATED this 21st day of January, 2025.

CITY OF MOUNTAIN HOME

By _____

Rich Sykes, Mayor

ATTEST:

Tiffany Belt, City Clerk

NOTICE OF RIGHT TO APPEAL

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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

A parcel of land lying in the NW1/4 of Section 26, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at point marking the West 1/4 Corner of Said Section 26; thence along the west line of said Section 26 N0° 00' 23"E 1124.51 feet to a point; thence S89°35'11"E 42.00 feet to a point, said point being the POINT OF BEGINNING;

Thence S89°35'11"E 400.00 feet to a point;

Thence S0°00'23"W 544.50 feet to a point;

Thence N89°35'11"W 400.00 feet to a point;

Thence N0°00'23"E 544.50 feet to the POINT OF BEGINNING.

Said parcel contains 5.0 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.

Exhibit B: Substation Plan

Planning and Zoning Commission

Mountain Home, Idaho

TO: Mayor and City Council
FROM: Planning and Zoning Commission
SUBJECT: Recommendation Airbase Commons Preliminary Plat Extension
DATE: January 23, 2025

Preliminary Plat Extension Request – SIRP, LLC – Airbase Commons Preliminary Plat

*Action Item – Preliminary Plat Extension Request – Airbase Commons

Mike Freer, of SIRP, LLC is requesting approval for an extension on the Airbase Commons Subdivision Preliminary Plat. **Application: PZ-23-87**

Preliminary Plat Extension Request Application Number: PZ-25-1

This matter having come before the Planning and Zoning Commission of the City of Mountain Home, Idaho, on January 21, 2025, on a request for a Preliminary Plat Extension, by Mike Freer on behalf of SIRP, LLC, the preliminary plat set to expire on March 27, 2025. The applicant requests the extension approval. If approval of the Preliminary plat is granted the plat will expire to March 27, 2026

Having heard from the applicant in writing and in support of the request, the Commission has considered the following:

1. 9-16-10: Preliminary Plat: J. Approval Period: Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the commission shall cause all approvals of said preliminary plat to be null and void, unless a one-year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the commission. A preliminary plat may be extended one time only, after which it shall be resubmitted to the administrator and the commission.
2. Written request testimony by the applicant.
3. Staff memo to the Planning and Zoning Commission.

RECOMMENDATION

The Planning and Zoning Commission recommends to the City Council that it approve the request by Mike Freer on behalf of SIRP, LLC to grant a preliminary plat extension for the Airbase Commons Subdivision. The documents provided to the Planning and Zoning Commission are attached hereto as Exhibit A.

Exhibit A



January 13, 2025

Re: Preliminary Plat Extension Request – Airbase Commons – PZ-23-87

Planning & Zoning Commission,

Before you is a request for a preliminary plat extension. Mike Freer of SIRP, LLC., has submitted a request for a preliminary plat extension for the Airbase Commons Subdivision. Airbase Commons is a mixed-use C-4 Planned Unit Development providing eleven (11) 4-plex attached townhomes, consisting of forty-four (44) residential lots, one (1) Common lot, and one (1) Commercial lot with approximately 30,400 gsf of commercial retail and/or office space. Per City Code the Planning & Zoning Commission may grant a one-year extension on an approved Preliminary Plat, per City Code, 9-16-10 (J), with the provision that the request for extension is applied for thirty (30) days before expiration.

9-16-10(J) Approval Period: Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the commission shall cause all approvals of said preliminary plat to be null and void, unless a one year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the commission. A preliminary plat may be extended one time only, after which it shall be resubmitted to the administrator and the commission.

Page 3 of the signed PUD agreement bullet #7. Development Schedule: states: It is the intent of the Applicant/Owner to commence site development immediately after permit review approval, with the goal of completing all civil, earthwork, and horizontal infrastructure improvements, and plat recording for Phase 1 no later than one year after City Council approval. The preliminary plat approval shall become null and void if the applicant fails to either 1) obtain the City Public Work's Director signature on a final plat within one year; or 2) obtain approval of a time extension of one year from City Council. Vertical construction, other than one model home, shall commence thereafter and continue at a pace determined by construction schedule and market absorption.

The application submittal of the Airbase Commons Subdivision Preliminary Plat was submitted by Teran Mitchell of TKM Architecture on November 11, 2023. A public hearing was held on February 20, 2024, before the Planning & Zoning Commission and formal approval of the Findings of Fact were signed and dated March 5, 2024. The Recommendation from Planning and Zoning went before the City council for approval on March 12, 2024. Formal approval of



the Findings of Fact by City Council was signed and dated March 27, 2024. (see Attachment “A” for Findings of Fact).

The applicant is requesting the extension of Airbase Commons Preliminary Plat, as they are currently developing the first phase of Fall Creek Subdivision. The request was made thirty (30) days prior to expiration date as required.

If approval of the extension is granted the new expiration date for the Preliminary Plat for Airbase Commons Subdivision is March 27, 2026.

For your consideration.

Brenda Ellis
City of Mountain Home
Senior City Planner

Attachment A – Applicant Narrative
Attachment B – Preliminary Plat
Attachment C – PZ FOF
Attachment D – CC FOF
Attachment E – PUD Agreement



C-4, PUD and PRELIMINARY PLAT VISION, OBJECTIVES, AND GOALS

MOUNTAIN HOME

535 Sawtooth Street, Suite 100
Mountain Home, Idaho 83647

T 208.590.5109
F 804.539.2740

About Michael Freer and SIRP, LLC.

Michael Freer is the principal Owner of SIRP, LLC, a Mountain Home-based community investment company that specializes in site acquisition and development. We are Idaho natives with more than 20 years of experience in building communities in the state and, more specifically, in Elmore County. Our goal is to provide new communities that are affordable for the residents of Mountain Home while improving the built environment.

PRINCIPAL

Teran K. Mitchell, AIA, LEED®

TEAM MEMBERS

Julio Arroyo, Assoc. AIA
Britton D. Mitchell, Intern
Ethan Worthley, Intern
Gabriel Sorenson, Intern

We are excited for another community in Mountain Home. We have had a number of successful partnerships with our City Stakeholders, and we believe that this mixed-use community – providing much needed residential housing as well as neighborhood commercial within walking distance – will add to the quality of life of all residents in Mountain Home.

Background – Existing Conditions

The project site consists of a multiple tax lot/parcels (RP001820020040, RP001820020050, RP001820020060, RP001820020070, RP001820020100, RP03S06E340100, RP03S06E340120, RP03S06E340130, RP03S06E340080) comprising approximately 6.50-acres and is located within the Area of Impact for City of Mountain Home, Elmore County, Idaho. The subject property successfully underwent a recent annexation, PPLAT, and R-4, PUD wherein it was rezoned from County C2 Commercial to C-4, PUD where both commercial and residential land-uses were approved.

The site is vacant with no previous development or improvements, and is bounded by Highway 67 – Airbase Road to the North, and Highway 51 – S 18th W Street to the East. The subject property is an infill development located between previously annexed parcels and parcels that remain unincorporated within the County. Neighboring properties are Runway Estates that lies approximately 450' to the west and is zoned R-4, PUD. City Industrial (municipal airport) lies to the north across from highway 67. Jackson's Chevron, zoned C-4 Commercial lies to the East. Vacant and undeveloped land lie directly to the South and West with C2 Commercial and AG zoning, respectively.

This request is to amend a previously approved PPLAT and PUD to increase the number of lots from the original thirteen (13) to forty-six (46) that will provide for individual homeownership of the previously approved townhouse units.

Airbase Commons Mixed-Use (Airbase Commons) Vision and Goals

Airbase Commons is a proposed mixed-use residential and neighborhood commercial community designed with the goals and vision of the City of Mountain Home as stated in the 2019 Comprehensive Plan, which, in turn,

was based on the findings of the 2016 Assessment Findings and Suggestions Report. The stated objectives of the Comprehensive Plan lead to the City's Mission and Priorities (Page 9) that list the *City's Core Values*: Be fiscally responsible; Be a responsive and transparent government; Act with integrity in all that we do; and the City's *Top Five Priority Issues*:

Managed Growth, Economic Development, Housing, Infrastructure, and Community Development. ***Airbase Commons*** seeks to accomplish the above stated goals.

Mountain Home is a beautiful place. The rugged, high-desert provides countless opportunities for outdoor recreation: hiking, fishing, camping, sports; great local restaurants, schools with kind and caring teachers, and the United States Mountain Home Air Force Base with thousands of US airmen, families and civilian employees. Many of the airmen from the MHAFB are unable to live in Mountain Home because of lack of available housing supply. The City of Mountain Home has made significant progress to bring new economic opportunity (downtown revitalization, rail industrial park and planning for fiber based high speed internet) and new housing to serve the growing community. ***Airbase Commons*** intends to contribute to the City's vision for managed growth and economic development by contributing 44 townhouses arranged in 4-plex buildings along with approximately 30,400 gsf of commercial retail and/or office space that fill a void in the Mountain Home market.

Airbase Commons will contribute more than just forty-four much needed "missing middle" residences and commercial retail spaces to Mountain Home, it will also provide opportunities for thoughtful architectural design that differs from existing housing types, appealing to both young families and empty-nesters looking to simplify and increasingly expensive cost-of-living. The proposed development makes use of an under-utilized infill site located near the edge of town where supportive municipal infrastructure already exists and where maintenance and resource consumption are reduced. Lastly, the medium density development with common amenities will foster a greater sense of community involvement, belonging, and place.

More specifically, ***Airbase Commons (ABC)*** will consist of:

- Eleven (11) four-unit buildings totaling forty-four (44) attached two-story units on individual for-sale lots and one (1) HOA-owned and maintained Common Lot.
- Townhouse units range in size from approximately 1200 gsf to 1330 gsf with private driveways and visitor on-street parking.
- Community pavilion with seating owned and maintained by ABC HOA.
- Community children's playground with a minimum of (1) one apparatus owned and maintained by ABC HOA.
- Water Conservation Landscaping with native plants throughout.
- Drought tolerant Buffalo Grass common green area with an estimated 10x water reduction in water use owned and maintained by ABC HOA.
- Walking/jogging paths ranging from 5'-0" wide to all common amenities, throughout the site, and along perimeter owned and maintained by ABC HOA when located within residential Common Lot.

- The 1.584-acre Commercial Lot shall be developed in the future as retail and office spaces are desired. The representation provided as part of the approved PUD and PPLAT applications is conceptual in nature and may not show the project as it will be after construction.
- Water and Sewer stubs shall be provided to the Commercial Lot at Sheri Drive and Anika Drive.
- Shared access easements between current and future Owners of Airbase Commons, and shall provide two locations of ingress/egress between the (Commercial) and Airbase Commons (Residential) land uses.

Utilities and Infrastructure

Public sewer and water are available near the project site and will be incorporated into the project through engineering review and approval by the City of Mountain Home.

Traffic/Access/Parking/ Right-of-Way

CR Engineering was contracted to perform services required to provide a Traffic Impact Study for Airbase Commons Mixed-Use Community. This report will be provided as part of the applications associated with this development proposal. The TIS and preliminary Concept Site Masterplan were provided to Idaho Transportation Department (ITD) on April 14, 2023, and is currently under review. Parking for the proposed community investment has been provided at a ratio of 2.3 per unit. ROW improvements with 1/2 road reconstruction, curb and gutter, and sidewalk are provided as part of the proposed development. As part of the PUD process, the setbacks for each unit are consistent with the City of Mountain Home City Ordinances.

Effects on Adjacent Properties & Consistency with City Plans

The project site is bounded by existing R-4, C-4, C2 and AG land uses. The under-utilized site has remained vacant despite limited development occurring on surrounding properties. The proposed development will benefit the surrounding areas by providing improvements to City infrastructure and ROW, thus furthering the goal for uninterrupted connections to the major commercial corridors, surrounding neighborhoods, City schools, and by offering housing and commercial retail on the western edge of the City.

The proposed community development will slightly increase traffic (re: attached TIS) in the area with little to no negative impact to the adjacent properties. The medium-density townhouses offer a pleasing and beneficial transition from the lower density residential to the south and west with large-lot residential. As such, it is not believed that there will be a negative impact on the surrounding properties.

As mentioned above, this project will help the City meet its goal of providing more affordable housing for Mountain Home residents. The community design is intended to preserve essential elements of the “small town feel” of Mountain Home by providing attractive, high-end townhouse residences in a neighborhood with water conservation landscaped spaces and amenities.

Chapters 3, 4 and 5 of the City’s Comprehensive Plan focus on Economic Development, Population, and Housing.

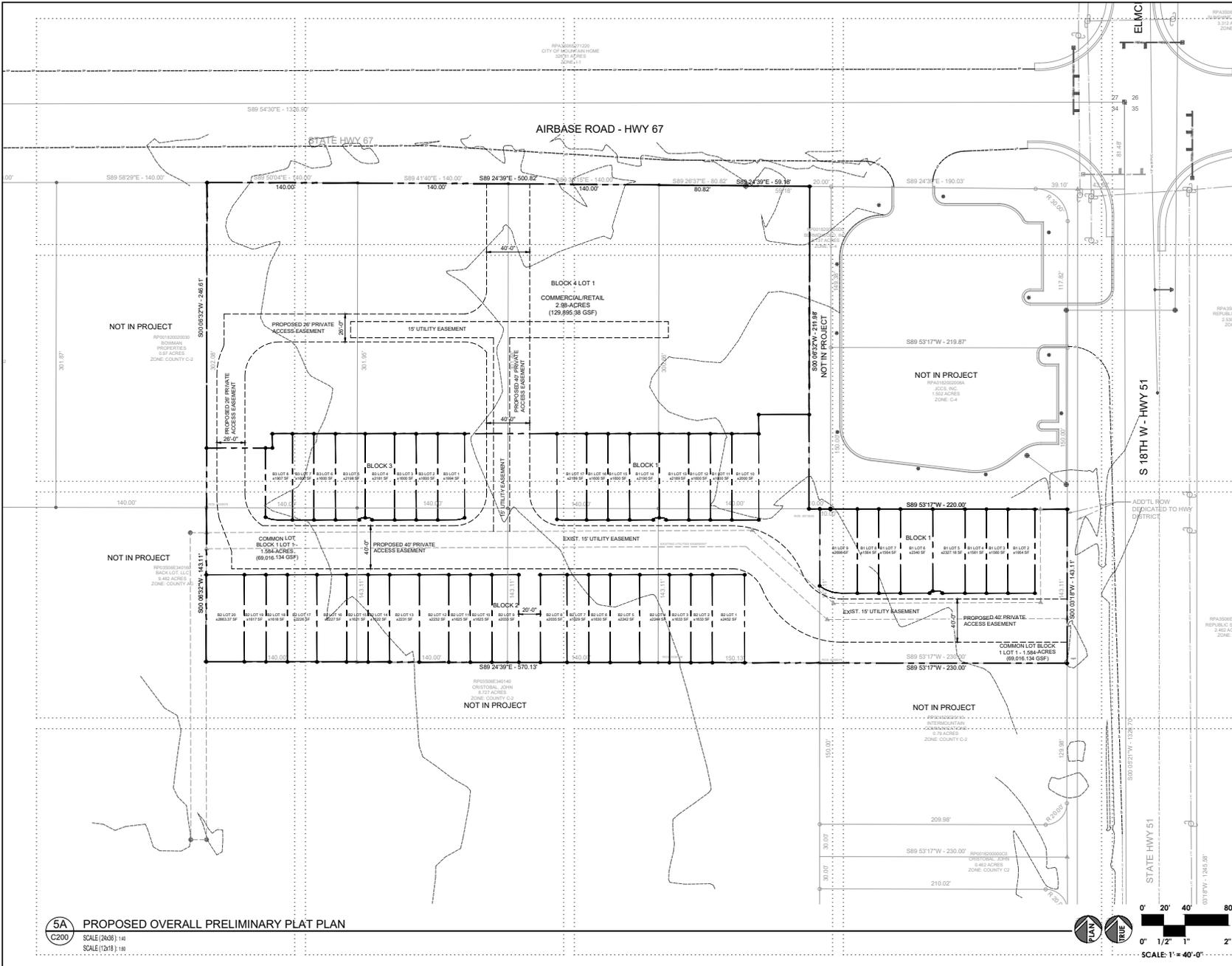
Those are all interrelated and housing for a growing population and workforce is an essential element for the success of all three. The proposed development will add new housing and commercial retail spaces to the existing inventory, thus helping to achieve all three of the City's goals. We believe the proposed development is exactly consistent with 5.9 Goal 1 and 5.10 Goal 2 of the City's adopted Comprehensive Plan.

Thank you for your review and consideration of this community development. Please contact Michael Freer, SIRP, LLC., 928-853-8935 with any questions, comments, or additional requirements.

Respectfully,



Teran K. Mitchell, AIA, NCARB, LEED, C3P



PROPOSED PRELIMINARY PLAT

AIRBASE COMMONS MIXED-USE COMMUNITY

A PARCEL OF LAND BEING LOTS 1 THROUGH 11, BLOCK 2, FALCONCREST SUBDIVISION OF MOUNTAIN HOME (VACATED) AND LYING IN THE NE 1/4 OF THE NE 1/4 OF SECTION 34, T 3 S, R 4 E, BOISE MERIDIAN, MOUNTAIN HOME, ELMORE COUNTY, IDAHO

RE: ATTACHED PLAT RECORD NO.: 228579, DWG NO.: 373648-ROS; DWG NO. 338148-ROS; 383-34-1-0-22555-ROS OR INST. NO.: 488869

LEGEND

- EXISTING TAX LOTS
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- EXISTING PROPOSED
- MONUMENT
- PIN CAP
- BRASS CAP ROW MON.
- CALC. POINT

PROJECT DATA:

EXIST. TAX LOT (N/C/S): RP00182000040, RP0018200202050, RP00182002080, RP00182002070, RP00182002100, RP03306340100, RP03306340120, RP03306340130, RP03306340080

ZONING: C-4, PUD

EXISTING LOT AREA: 283,182.33 GSF (6.50-ACRES)

4-PLEX TOWNHOUSE LOTS:

- BLOCK 1 LOT 2: 0.046-ACRES (1,054 GSF)
- BLOCK 1 LOT 3: 0.036-ACRES (1,560 GSF)
- BLOCK 1 LOT 4: 0.036-ACRES (1,561 GSF)
- BLOCK 1 LOT 5: 0.033-ACRES (1,237 GSF)
- BLOCK 1 LOT 6: 0.033-ACRES (1,234 GSF)
- BLOCK 1 LOT 7: 0.036-ACRES (1,564 GSF)
- BLOCK 1 LOT 8: 0.036-ACRES (1,564 GSF)
- BLOCK 1 LOT 9: 0.062-ACRES (2,698 GSF)
- BLOCK 1 LOT 10: 0.066-ACRES (2,800 GSF)
- BLOCK 1 LOT 11: 0.037-ACRES (1,600 GSF)
- BLOCK 1 LOT 12: 0.037-ACRES (1,600 GSF)
- BLOCK 1 LOT 13: 0.050-ACRES (2,188 GSF)
- BLOCK 1 LOT 14: 0.037-ACRES (1,600 GSF)
- BLOCK 1 LOT 15: 0.037-ACRES (1,600 GSF)
- BLOCK 1 LOT 16: 0.037-ACRES (1,600 GSF)
- BLOCK 1 LOT 17: 0.050-ACRES (2,188 GSF)
- BLOCK 2 LOT 1: 0.056-ACRES (2,452 GSF)
- BLOCK 2 LOT 2: 0.037-ACRES (1,633 GSF)
- BLOCK 2 LOT 3: 0.037-ACRES (1,633 GSF)
- BLOCK 2 LOT 4: 0.056-ACRES (2,424 GSF)
- BLOCK 2 LOT 5: 0.056-ACRES (2,424 GSF)
- BLOCK 2 LOT 6: 0.037-ACRES (1,636 GSF)
- BLOCK 2 LOT 7: 0.037-ACRES (1,629 GSF)
- BLOCK 2 LOT 8: 0.046-ACRES (2,035 GSF)
- BLOCK 2 LOT 9: 0.046-ACRES (2,033 GSF)
- BLOCK 2 LOT 10: 0.036-ACRES (1,625 GSF)
- BLOCK 2 LOT 11: 0.037-ACRES (1,625 GSF)
- BLOCK 2 LOT 12: 0.051-ACRES (2,232 GSF)
- BLOCK 2 LOT 13: 0.051-ACRES (2,231 GSF)
- BLOCK 2 LOT 14: 0.037-ACRES (1,622 GSF)
- BLOCK 2 LOT 15: 0.037-ACRES (1,621 GSF)
- BLOCK 2 LOT 16: 0.051-ACRES (2,227 GSF)
- BLOCK 2 LOT 17: 0.037-ACRES (1,621 GSF)
- BLOCK 2 LOT 18: 0.037-ACRES (1,618 GSF)
- BLOCK 2 LOT 19: 0.037-ACRES (1,617 GSF)
- BLOCK 2 LOT 20: 0.050-ACRES (2,093 GSF)
- BLOCK 3 LOT 1: 0.046-ACRES (1,094 GSF)
- BLOCK 3 LOT 2: 0.037-ACRES (1,600 GSF)
- BLOCK 3 LOT 3: 0.037-ACRES (1,600 GSF)
- BLOCK 3 LOT 4: 0.020-ACRES (851 GSF)
- BLOCK 3 LOT 5: 0.050-ACRES (2,198 GSF)
- BLOCK 3 LOT 6: 0.037-ACRES (1,600 GSF)
- BLOCK 3 LOT 7: 0.037-ACRES (1,600 GSF)
- BLOCK 3 LOT 8: 0.043-ACRES (1,907 GSF)

RESIDENTIAL COMMON LOTS:

BLOCK 1 LOT 1: 1.584-ACRES (69,016.134 GSF)

COMMERCIAL LOTS:

BLOCK 4 LOT 1: 2.98-ACRES (129,895.38 GSF)

ROW DEDICATION:

HIGHWAY 67 (AIRBASE ROAD) = N/A

HIGHWAY 51 (S 18TH W STREET) = N/A

PROPOSED OVERALL PRELIMINARY PLAT

AIRBASE COMMONS MIXED-USE COMMUNITY

2001 AIRBASE ROAD
MOUNTAIN HOME, ID 83647

C200

PROJECT # : 2308
DRAWN BY : BM
CHECKED BY : DM

DATE: 11/23/24
DESCRIPTION: C-4 PLAT AMENDMENT

SCALE: 1" = 40'-0"

SHEET # : 11

PROJECT: AIRBASE COMMONS MIXED-USE COMMUNITY

DATE: 01/28/24

DRAWN BY: BM

CHECKED BY: DM

AR 98478

TKM ARCHITECTURE, LLC
1400 N. WOODRIDGE, SUITE 200
BOISE, IDAHO 83725
TEL: 208.333.8888
WWW.TKMAPC.COM

5A PROPOSED OVERALL PRELIMINARY PLAT PLAN
SCALE (24x36) : 1/4"
SCALE (12x18) : 1/8"

- a. No members of the public appeared to provide testimony.

6. City Staff Confirmed that the proposed preliminary plat complies with City Code 9-16-10 Preliminary Plat requirements, City Code 9-19 (B) Design Standards for R-4 (C-4) Development, City Code Chapter 11 Landscaping & Open Space Standard, and the proposed Airbase Commons Mixed-Use C-4 Planned Unit Development (PZ-23-89).

7. Further, City Staff and the Commission have considered the following per 9-16-10 of the Mountain Home City Code concerning preliminary plats:

- a. The availability of public services to accommodate the proposed development.
 - i. Staff confirmed that there are sufficient public services to accommodate the proposed development.
- b. The continuity of the development with the capital improvement program.
 - i. Staff confirmed that the proposed development does not interfere with the current capital improvement program.
- c. The public financial capability of supporting services for the proposed development.
 - i. Staff confirmed they do not foresee any issues with supporting services being able to accommodate the proposed development.

Based on the foregoing FINDINGS OF FACT, the City of Mountain Home Planning and Zoning Commission hereby makes the following:

CONCLUSIONS OF LAW

- 1. The notice and hearing requirements of Idaho Code Section 67-6509(a) have been met.
- 2. The action taken herein does not violate Chapter 80 of Title 67 of the Idaho Code, the Idaho Regulatory Takings Act.
- 3. The applicant has met the requirements of Mountain Home City Code 9-16-10 and 9-19.

4. The requested preliminary plat is consistent with the City's Comprehensive Plan.
5. The Planning & Zoning Commission voted 4-0 in favor of recommending approval of the request.

Based on the forgoing CONCLUSIONS OF LAW, the City of Mountain Home Planning and Zoning Commission hereby enters the following:

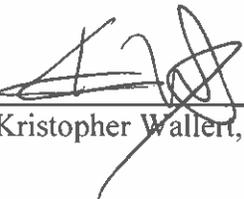
DECISION AND RECOMMENDATION

The Planning and Zoning Commission hereby recommends that the application (PZ-23-87) to approve the request to amend the preliminary plat "Airbase Commons Mixed-Use," described in Exhibit A, in the City of Mountain Home, Idaho, should be approved and granted by the City Council under the following conditions:

1. Subject to site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.
2. The Final Plat and all future development will comply with the uses, and bulk & coverage controls as required by the Airbase Commons C-4 PUD Agreement.
3. Before a Final Plat is recorded, the applicant shall receive all necessary approvals regarding water and sewer infrastructure from the Central Health District.
4. Per City Code 9-16-10(J), Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the Commission shall cause all approvals of said preliminary plat to be null and void unless a one-year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the Commission. A preliminary plat may be extended one time only, after which it shall be deemed null and void.
5. All development regarding this application will be subject to the City of Mountain Home's ability to provide municipal water services.

DATED this 5th day of March 2024.

CITY OF MOUNTAIN HOME
PLANNING AND ZONING
COMMISSION

By  _____
Kristopher Wallert, Chairman

ATTEST:

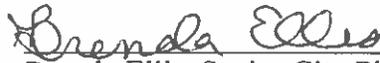
 _____
Brenda Ellis, Senior City Planner

Exhibit A: Legal Description

AIRBASE COMMONS MIXED-USE LEGAL DESCRIPTION

Parcel 1 (RP001820020040):

A parcel of land being Lot 4 in Block 2 of Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Amended by Affidavit and Amendment, recorded May 14, 1985, as **Instrument No. 228579**, records of Elmore County, Idaho.

Parcel 2 (RP03S06E340100):

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

Section 34: A parcel of land located in a portion of the North 1/2 of NE 1/4, being more particularly described as follows:

Commencing at Brass Cap marking the Northeast Corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; thence S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E. 521.70 feet) along the Easterly boundary of said Section 34 to a point; thence leaving said Easterly boundary, N89°56'03"W. 434.16 feet (formerly N89°53'17"W.) to a found 5/8" iron pin marking the Southwest corner of Record of Survey Instrument 338148 as filed for record in the office of the Elmore County Recorder, thence N89°56'54"W. 280.00 feet to a set 5/8" iron pin, the Real Point of Beginning; thence continuing N89°56'54"W. 140.00 feet to a set 5/8" iron pin; thence N00°06'32"E. 143.11 feet to a found 1/2" iron pin marking the Southwest corner of Lot 4, Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder, as Instrument No. 225555; thence S89°56'54"E. 140.00 feet (formerly S89°53'17"E.) along the Southerly boundary of said Lot 4, Block 2, to a found 1/2" iron pin marking the corner common to Lots 4 and 5 of said Falconcrest No. 1 Subdivision; thence leaving said Southerly boundary, S00°06'32"W. 143.11 feet to a set 5/8" iron pin, the Real Point of Beginning.

Parcel 3 (RP03S06E340120):

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho;

Section 34: A parcel of land located in a portion of the North 1/2 of NE 1/4, being more particularly described as follows:

Commencing at Brass Cap marking the Northeast Corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho;

thence, S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E. 521.70 feet) along the Easterly boundary of said Section 34 to a point; *thence*, leaving said Easterly boundary, N89°56'03"W. 434.16 feet (formerly N89°53'17"W.) to a found 5/8" iron pin marking the Southwest corner of Record of Survey Instrument 338148 as filed for record in the office of the Elmore County Recorder; *thence*, N89°56'54"W. 140.00 feet to a set 5/8" iron pin, the Real Point of Beginning; *thence* continuing N89°56'54"W. 140.00 feet to a set 5/8" iron pin; *thence* N00°06'32"E. 143.11 feet to a set 1/2" iron pin marking the Southwest corner of Lot 5, Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder, as Instrument No. 225555; *thence* S89°56'54"E. 140.00 feet (formerly S89°53'17"E.) along the Southerly boundary of said Lot 5, Block 2, to a found 1/2" iron pin marking the corner common to Lots 5 and 6 of said Falconcrest No. 1 Subdivision; *thence* leaving said Southerly boundary, S00°06'32"W. 143.11 feet to a set 5/8" iron pin, the Real Point of Beginning.

Parcel 4 (RP03S06E340130):

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho;

Section 34: A parcel of land located in a portion of the North 1/2 of NE 1/4, being more particularly described as follows:

Commencing at Brass Cap marking the Northeast Corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; *thence*, S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E. 521.70 feet) along the Easterly boundary of said Section 34 to a point; *thence* leaving said Easterly boundary, N89°56'03"W. 434.16 feet (formerly N89°53'17"W.) to a found 5/8" iron pin marking the Southwest corner of Record of Survey Instrument 338148 as filed for record in the office of the Elmore County Recorder, the Real Point of Beginning; *thence*, N89°56'54"W. 140.00 feet to a set 5/8" iron pin; *thence* N00°06'32"E. 143.11 feet to a found 1/2" iron pin marking the Southwest corner of Lot 6, Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder as Instrument No. 225555; *thence* S89°56'54"E. 140.00 feet (formerly S89°53'17"E.) along the Southerly boundary of said Lot 6, Block 2, to a found 1/2" iron pin marking the corner common to Lots 6 and 7 of said Falconcrest No. 1 Subdivision; *thence* leaving said Southerly boundary, S00°06'32"W. 143.11 feet along the Westerly boundary of said Record of Survey Instrument No. 338148 to the Real Point of Beginning.

Parcel 5 and 6 RP001820020050, RP001820020060

Lots 5 and 6 in Block 2 of Falconcrest No.1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Amended by Affidavit and Amendment, recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho

Parcel 7 RP001820020070:

Lot 7 Block 2, Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the county Recorder of Elmore County, Idaho.

Amended by Affidavit and Amendment, recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho.

Parcel 8 **RP03S06E340080**:

A parcel of land located in a portion of the N1/2 of NE 1/4 of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho, being more particularly described as follows:

Commencing at a Brass Cap marking the Northeast corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; *thence*, S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E 521.70 feet) along Easterly Boundary of said Section 34 to a point; *thence* leaving said Easterly Boundary N89°56'03"W. 284.00 feet to a found 1/2" iron pin marking the corner common to Lots 10 and 11, being on the Westerly Boundary of Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder as Instrument No. 225555, the **Real Point of Beginning**; *thence* continuing N89°56'03"W. 150.16 feet to a set 5/8" iron pin; *thence* N00°06'32"E. 143.11 feet to a found 1/2" iron pin marking the corner common to Lots 6 and 7, being on the Southerly Boundary of said Block 2; *thence* S89°56'54"E. 150.00 feet along Southerly Boundary of Block 2 to a set 5/8" iron pin being on the Centerline of a Certain 20' wide alley, said pin also being the Northwest Corner of Lot 10, Block 2; *thence* leaving said Southerly Boundary S00°02'37"W. 143.15 feet along the Westerly Boundary of said Lot 10, to the Real Point of Beginning;

SUBJECT TO: Any easements or reservations of record or appearing on the above described parcel of land.

Parcel 9 (**RP001820020100**):

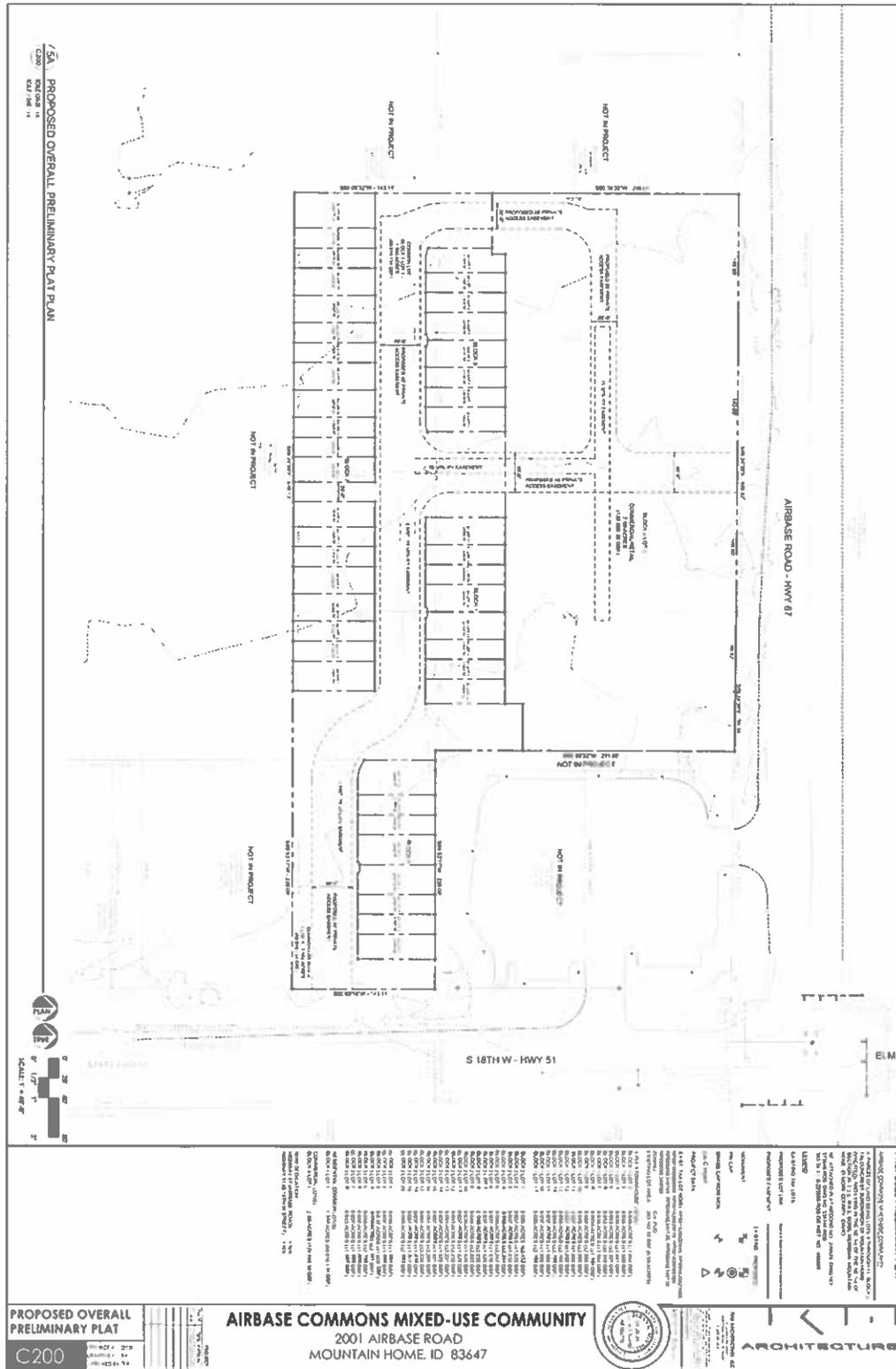
Lot 10, Block 2, Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Affidavit and Amendment recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho.

Respectfully,



**Teran K. Mitchell, AIA, NCARB, LEED, C3P
TKM Architecture, LLC**

Exhibit B: Proposed Preliminary Plat



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

Teran Mitchell, TKM)	
Architetcure)	
Applicant.)	FINDINGS OF FACT
AMEND PPLAT PZ-23-87)	CONCLUSIONS OF LAW
Applicant.)	
)	

This matter came before the City Council of the City of Mountain Home, Idaho, on March 12, 2024 following the decision and recommendation of the Planning and Zoning Commission which held a public hearing pursuant to notice as required by law on February 20, 2024, on a request for approval to amend the Airbase Commons preliminary plat, certain real property that is within the corporate boundaries of the City of Mountain Home, Idaho.

Having heard from the Applicant in support of the application and no member of the public appearing to testify regarding the request, the Commission being fully advised in the matter, having adopted the staff report as part of its deliberation, issues findings, and recommendations for approval of the applicant. The City Council, having adopted the staff report and the Commission’s findings and having duly considered all of the evidence issues findings of fact, conclusions of law as follows:

FINDINGS OF FACT

1. The applicant has applied to amend the preliminary plaiting of the real property that is legally described in Exhibit A, which is attached hereto.
2. The owner of the real property for which preliminary platting is sought has requested in writing that the property be preliminary platted.
3. The proposed “Airbase Commons Mixed-Use” consists of approximately 6.5 acres and would include the following:
 - a. Forty-four(44) Residential lots
 - b. One (1) Residential Common Lot
 - c. One (1) Commercial Lot
4. Notice of public hearing has been given as required by law.
5. As required by Idaho and City Code, a public hearing was held regarding the request.

DATED this 27th day of March, 2024



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 27th day of March, 2024 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

**AIRBASE COMMONS MIXED-USE
LEGAL DESCRIPTION**

Parcel 1 (RP001820020040):

A parcel of land being Lot 4 in Block 2 of Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Amended by Affidavit and Amendment, recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho.

Parcel 2 (RP03S06E3401 00):

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

Section 34: A parcel of land located in a portion of the North 1/2 of NE 1/4, being more particularly described as follows:

Commencing at Brass Cap marking the Northeast Corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; thence S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E. 521.70 feet) along the Easterly boundary of said Section 34 to a point; thence leaving said Easterly boundary, N89°56'03"W. 434.16 feet (formerly N89°53'17"W.) to a found 5/8" iron pin marking the Southwest corner of Record of Survey Instrument 338148 as filed for record in the office of the Elmore County Recorder, thence N89°56'54"W. 280.00 feet to a set 5/8" iron pin, the Real Point of Beginning; thence continuing N89°56'54"W. 140.00 feet to a set 5/8" iron pin; thence N00°06'32"E. 143.11 feet to a found 1/2" iron pin marking the Southwest corner of Lot 4, Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder, as Instrument No. 225555; thence S89°56'54"E. 140.00 feet (formerly S89°53'17"E.) along the Southerly boundary of said Lot 4, Block 2, to a found 1/2" iron pin marking the corner common to Lots 4 and 5 of said Falconcrest No. 1 Subdivision; thence leaving said Southerly boundary, S00°06'32"W. 143.11 feet to a set 5/8" iron pin, the Real Point of Beginning.

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Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho;

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Parcel 5 and 6 **RP001820020050, RP001820020060**

Lots 5 and 6 in Block 2 of Falconcrest No.1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Amended by Affidavit and Amendment, recorded May 14, 1985. as Instrument No. 228579, records of Elmore County, Idaho

Parcel 7 **RP001820020070:**

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SUBJECT TO: Any easements or reservations of record or appearing on the above described parcel of land.

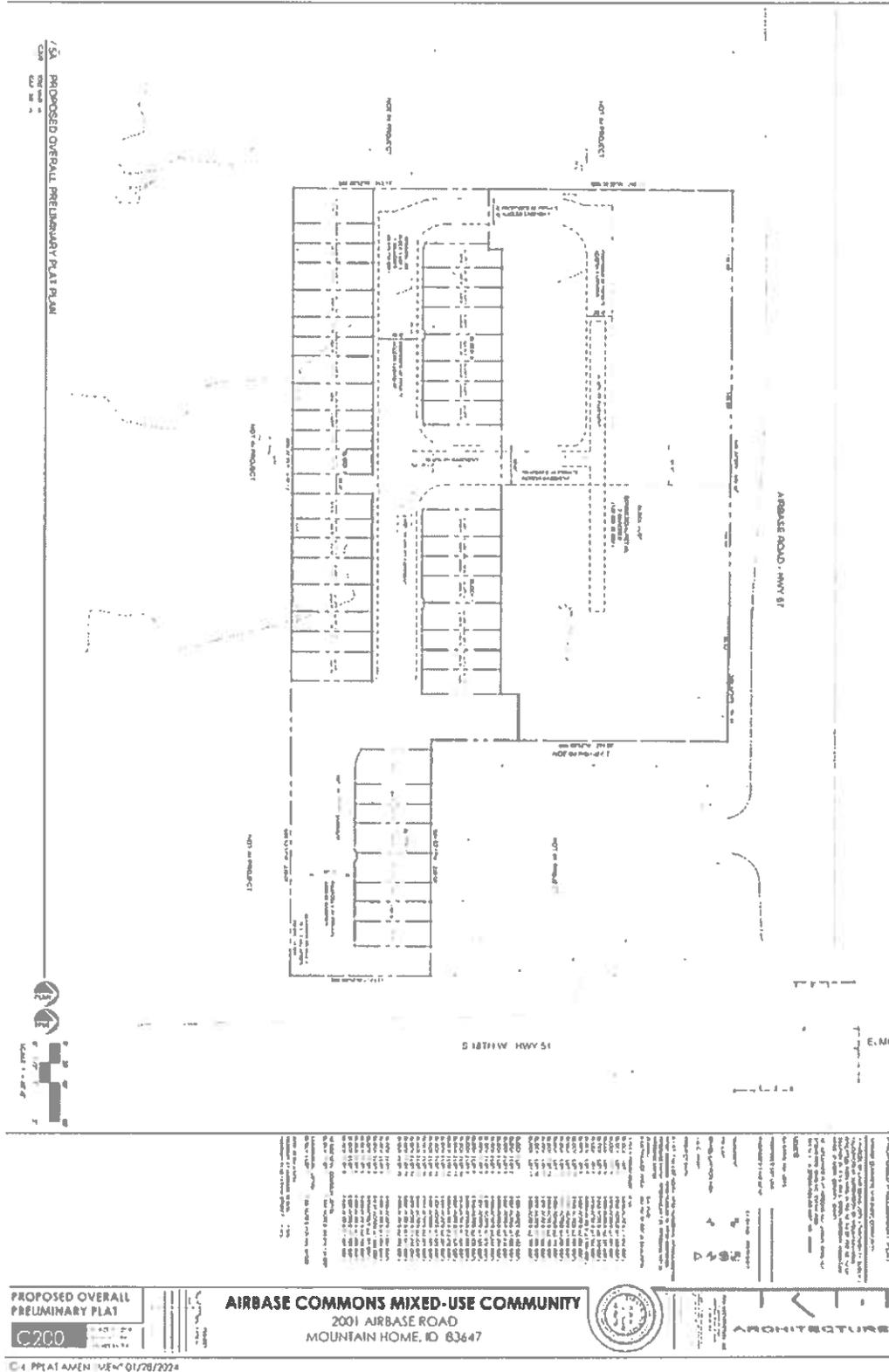
Parcel 9 (RP001820020100):

Lot 10, Block 2, Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Affidavit and Amendment recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho.

Respectfully,

Teran K. Mitchell, AIA, NCARB, LEED, C3P
TKM Architecture, LLC

Exhibit B: Proposed Preliminary Plat



#2221

Instrument # 510158 # Pages: 17
ELMORE COUNTY, Idaho
May 07, 2024 3:00:19 pm Fee: S
For: CITY OF MOUNTAIN HOME
SHELLEY ESSL, Recorder
KREYES, Deputy

**AIRBASE COMMONS MIXED-USE C-4
Planned Unit Development Agreement**

THIS AGREEMENT is made effective this 5 day of April, 2024, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation organized pursuant to the laws of the State of Idaho, of P. O. Box 10, Mountain Home, Idaho 83647, hereinafter referred to as the "City," and SIRP, LLC., an Idaho limited liability company, hereinafter referred to as the "Owner" or "CC LLC".

WHEREAS, the owner owns and desires to develop certain real property located in the City of Mountain Home, Idaho, Elmore County Tax Assessor Parcel Numbers RP001820020040, RP001820020050, RP001820020060, RP001820020070, RP001820020100, RP03S06E340080, RP03S06E340130, RP03S06E340120, and RP03S06E340100, the "Property", which is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, the owner desires to develop the property consistent with the Airbase Commons Mixed-Use Concept Site Master Plan (the "Masterplan"), which is attached hereto as Exhibit B, and incorporated herein by this reference.

WHEREAS, this Development Agreement intends to ensure the Property is developed in a manner consistent with Mountain Home's City Code; and

WHEREAS, the Owner has agreed to the development standards set forth herein upon the use and development of the Property with the requirements outlined in this Development Agreement; and

WHEREAS, the Airbase Commons Mixed-Use C-4 Planned Unit Development is proposed to be an attractive residential community providing the following:

- Eleven (11) 4-plex attached townhouses for a total of forty-four (44) dwelling units.
- Forty-four (44) individual for-sale residential Lots and one (1) Common Lot (owned and maintained by the ABC HOA).
- Medium density mixed-use residential and neighborhood commercial community within 400 feet of Airbase Road (Hwy 67) and within 200 feet of future walkable commercial/retail development.
- Privately-owned and maintained backyards with both interior and perimeter landscaping.
- Forty-six (46) individually platted Lots with (4) four phases of development. Block 1 Lots 2 through Lot 9 Phase I shall consist of two (2) 4-plex residential buildings with eight (8) individual attached single-family townhouses with curb, gutter, sidewalks, underground utilities, and asphalt pavement for length of Freer Lane. Common Lot improvements including curb, gutter, sidewalks, underground utilities, and private asphalt roadway with perimeter and lot landscaping necessary for full function and occupancy of said dwellings shall be completed to the western extents of Block 1 Lot 9; Block 1 Lots 10 through 17, and Block 2 Lots 1 through 8 Phase II shall consist of four (4) 4-plex residential buildings with sixteen (16) individual attached single-family townhouses with Common Lot improvements including curb, gutter, sidewalks, underground utilities, and

private asphalt roadway with perimeter and lot landscaping, and community green space with pavilion and children's playground equipment necessary for full function and occupancy of said dwellings shall be completed; Block 2 Lots 9 through 20, and Block 3 Lots 1 through 8 Phase III shall consist of five (5) 4-plex residential buildings with twenty (20) individual attached single-family townhouses with Common Lot improvements including curb, gutter, sidewalks, underground utilities, and private asphalt roadway with perimeter and lot landscaping necessary for full function and occupancy of said dwellings shall be completed for a total of (44) forty-four units where all infrastructure improvements for Phases I through III necessary for full function and occupancy of all residential dwellings are completed. Block 4 Lot 1 C-4 Commercial property Phase IV consisting of approximately 30,400 gsf of commercial/retail or small office spaces, constructed on approximately 2.98-acres under ownership of the Airbase Commons Mixed-Use, LLC. (By-laws and CC&R's to be developed by Airbase Commons Mixed-Use, LLC (Owner) and reviewed and approved by City of Mountain Home prior to issuance of the first Certificate of Occupancy.

- Water Conservation Landscaping improvements throughout the site and perimeter utilizing native grasses, flowers, and trees maintained by Owner.
- Exceptional pedestrian connectivity to public rights-of-way and resident amenities with walking trails throughout maintained by Owner.
- Individual unit garbage cans shall be provided to each townhouse lot at time of utility service provision.
- 6'H modern horizontal wood plank fence w/ galvanized or black powder-coated steel posts to enclose individual backyards as indicated on Concept Site Masterplan, between commercial and residential land uses, and at south and west property lines.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any applicable public agency providing service to the development, adhering to all City policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, flood works, stormwater management, curbs, sidewalks, and roads UNLESS otherwise exempted in the proposed Planned Unit Development or this Agreement. Such policies include extending the utility lines in a manner acceptable to the City to make service available to adjoining lands and to maintain continuity of municipal systems at minimal public cost.
2. Applicable Standards: The Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet according to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.

3. Covenant to Run with the Land: The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.
4. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
5. Merger and Amendment: All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that this Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
6. Allowed Land Use Permitted by Right:
 - a. Residential Area:
 - i. Duplex, dwellings, multiple 3-4 units
 - ii. Single-Family Attached Homes
 - iii. Townhouse Residential
 - b. Commercial Area:
 - i. Heavy-Light Commercial Retail/Office Land-uses.
7. Development Schedule: It is the intent of the Applicant/Owner to commence site development immediately after permit review approval, with the goal of completing all civil, earthwork, and horizontal infrastructure improvements, and plat recording for Phase I no later than one year after City Council approval. The preliminary plat approval shall become null and void if the applicant fails to either 1) obtain the City Public Work's Director signature on a final plat within one year; or 2) obtain approval of a time extension of one year from City Council. Vertical construction, other than one model home, shall commence thereafter and continue at a pace determined by construction schedule and market absorption.
8. Subdivision Design Standards: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 16 – Section 13: Subdivision Design Standards for the area designated as “Airbase Commons Mixed-Use PUD”, or as amended, and all references to other sections therein except for the following:
 - a. Street Right of Way Widths:
 - i. Perimeter Streets:
 1. Highway 67 – Airbase Road: 160' ROW (no additional ROW required).
 2. Highway 51 – S 18th W Street: 120' ROW (no additional ROW required).

- ii. Internal Streets.
 1. Sheri Drive: 40' inside curb-to-curb w/ integrated curb and gutter both sides and 5' concrete sidewalk both sides.
 2. Freer Lane: 40' inside curb-to-curb integrated curb and gutter both sides and sidewalk both sides for Block 1 Lots 10-17; Block 2 Lot 1-20; Block 3 Lots 1-8.
 3. Anika Drive: 26' inside curb-to-curb integrated curb and gutter both sides.
 4. Falcon Drive: 26' asphalt pavement drive lane within future parking lot.

 - iii. Pedestrian Walkways
 1. Sidewalks will be contiguous with the public streets where existing sidewalks occur, made of concrete, and 5' wide along Sheri Drive and Freer Lane. Sidewalks will be located within the street right of way OR in a street-side buffer strip/Common Lot.
 2. Pathways will be concrete and at least 5' wide located in common internal circulation paths including all accessible routes to all development amenities indicated in Concept Site Masterplan.
 - iv. Common Amenities, Walks, Drives, and Landscaping.
 1. All sidewalks, private roadways, and landscaping located within the Residential Common Lot shall be owned and maintained by the ABC HOA.
- b. Mailboxes
 - i. The development shall provide cluster mailboxes as indicated on the Concept Site Masterplan plan or as approved by the local postmaster and Public Works Director.
 - c. Easements/Utility and Drainageway
 - i. Unobstructed utility easements shall be provided consistent with sheets C100 and C200 of the PUD Application. Easements of greater width may be required along lines across lots or along boundaries where necessary for surface drainage or the extension of main sewers or other utilities. Stormwater from public roadway improvements on the north and east sides of the project may shed drain to stormwater inlets located within the curb and gutter or open swales to stormwater retention facilities located within project perimeter landscape buffers.
 - d. Lots/Blocks:
 - i. 9-16-13(E)(1) Blocks: Block length shall not be less than two hundred fifty feet (250') or exceed nine hundred feet (900'). The Owner requests permission to construct Block 3 at a length of approximately 220 feet in length.
 - ii. Lots:
 1. Corner lots shall NOT BE REQUIRED to be twenty percent (20%) greater in size than the minimum lot size for the zoning district.

2. At the time of platting, corner lots ARE NOT required to be larger to accommodate setbacks for two (2) street frontages.
- e. Buffer yards And Reserve Strips (Residential/Commercial)
- i. Buffer Yards and Reserve Strips: Thirty-foot (30') *buffer yard* areas shall be located along features such as arterial roadways, highways, railroads, commercial or industrial uses to screen the view from residential properties and may include a part of the normal street right of way or utility easement, as approved through permit plan review. Thirty-foot (30') min. *front and street buffer yards* area shall be provided at subdivision perimeter property lines abutting Highway 51 and Highway 67 – Airbase Road. Sixteen-foot (16') *rear buffer yards* shall be provided at south commercial perimeter property lines separating commercial and residential land-uses. Five-foot (5') min. *side buffer yard* area shall be provided at west, north, and east perimeter property lines. Five-foot to fifteen-foot (5'-15') *interior side buffer yards* shall be provided between each townhouse building. Streetlights may be located in the buffer areas, provided that a maintenance easement is noted on the face of the final plat. These buffer yard areas shall be developed in accordance with the landscape standards of the Airbase Commons (ABC) PUD.
- f. Public Spaces, Open Spaces, Amenities & Parking
- i. The Owner shall construct and provide the following, as shown on the Concept Site Masterplan:
 1. Concrete outdoor living patio in each unit backyard. To measure a minimum of 60 gsf not include attached sidewalk(s).
 2. Six-foot tall modern wood horizontal rail fence located along north property line and enclosing a minimum of one side of each back yard and one side of each parcel owned and maintained by each individual homeowner and the *ABC HOA* for Common Lot fencing; RE: Concept Site Masterplan.
 3. Community Open Green Space of approximately 6,000 gsf with Community Pavilion owned and maintained by the *ABC HOA*.
 4. Children's Activity Center playground located within Community Open Green Space.
 5. A 5' sidewalk at northeast corner of Highway 51 and subject parcel to connect to existing 5' wide concrete sidewalk to allow for pedestrian travel between existing public pedestrian ways through proposed community.
 6. Water conservation landscaping throughout site. All buffer yards and setbacks designated as landscaping shall be constructed in conforming to Concept Site Masterplan landscaping.
 7. No pressurized irrigation water is available to the development, thus landscaping shall be irrigated by domestic water services.

8. Commercial Lot shall provide two (2) enclosed/screened central garbage dumpsters owned and maintained through the Owner of said Lot.
 9. Each Residential Lot shall be provided with a residential refuse can at the time of purchase of the Lot or at the time of occupancy.
 10. Exterior site lighting shall be 100% LED downlighting per Concept Site Masterplan.
 11. Separated, non-shared, private parking shall be provided for residential and commercial lots per Concept Site Masterplan. Residential parking shall not be allowed in commercial/retail parking spaces, and commercial/retail parking shall not be allowed on residential lots.
 12. Shared "Emergency Access" drives shall be provided at Sheri Drive and Anika Drive. Vehicular traffic for residential and commercial land-uses may be separated by *reboundable delineator posts* spaced no more than 5'-0" o.c.
 13. Commercial parking shall be provided at a ratio of 1/300 minimum.
- g. Leasers' Agreement And/or Renters' Agreement: to be recorded after recordation of the first final plat for Airbase Commons Mixed-Use PUD. It shall include, at a minimum, the following elements:
- i. Tenant parking requirements and limitations to be included in Leaser/Renter agreement. Agreement to include instructions regarding usage of on-street parking per City Ordinance
 - ii. Maintenance obligations of the Owner, including all PUD common areas and buffers.
 - iii. Pet policies and limitations for each Leaser/Renter.

9. Bulk & Coverage Standards; Setbacks: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 7 – Section 6: Zoning Districts, C-4 zone/commercial zone for the designated area of "Airbase Commons Mixed-Use PUD", or as amended, and all references to other sections therein except for the following:
- a. Minimum Lot Size: *C-4 minimum per 9-7-8 is 5,000 gsf.* Commercial area is a single lot greater than 5,000 gsf.
 - b. Lot Coverage: *C-4 is "No portion of lot shall be left undeveloped."*
 - c. Minimum Street Frontage: *C-4 is N/A.*
 - d. Front yard setback: *C-4 is 30 feet from property line for arterials or collectors per 9-7-8. ABC shall provide min. 30'-0" front yard setbacks.*
 - e. Street side yard setback: *C-4 is 30 feet from public ROW edge per 9-7-8. ABC only provides private drives, thus 30' street side yard setbacks are not required as part of development.*

- f. Rear yard setbacks: *C-4 is 16 feet from property line when no alley present per 9-7-8. ABC shall provide min. 16'-0" rear yard setbacks.*
- g. Side setback, interior: *C-4 is 5 feet per 9-7-8. ABC shall provide min. 5'-0" interior side yard setbacks.*
- h. Maximum building height: *C-4 is 45 feet from grade per 9-7-8. ABC shall not exceed height limitations.*
- i. Minimum floor area: *C-4 is N/A per 9-7-8.*

10. *Bulk & Coverage Standards; Setbacks:* All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 7 – Section 6: Zoning Districts, C-4 Commercial (Residential/R-4 Standards) for the designated area designated of “Airbase Commons Mixed-Use PUD”, or as amended, and all references to other sections therein except for the following:

- a. Minimum Lot Size: *R-4 minimum per 9-7-8 is 5,000 gsf. Individual townhouse lots range in size from 1,560 gsf to 2,698 gsf. ABC seek variance to this requirement as is conventional in for-sale townhouse lots.*
- b. Lot Coverage: *R-4 is N/A per 9-7-8.*
- c. Minimum Street Frontage: *R-4 is 50 feet per 9-7-8. Individual Lots shall be a minimum of 20 feet. ABC seeks a variance to this requirement as is conventional in for-sale townhouse lots.*
- d. Front yard setback: *R-4 is 15 feet from property line per 9-7-8. ABC shall provide minimum 15'-0" front yard setback.*
- e. Street side yard setback: *R-4 is 15 feet from ROW edge per 9-7-8. ABC shall provide minimum 15'-0" side yard setbacks.*
- f. Rear yard setback: *R-4 is 15 feet from property line per 9-7-8. ABC shall provide min. 15'-0" rear yard setbacks.*
- g. Side setback, interior: *R-4 is 5 feet and 12 feet per 9-7-8. Request variance to requirement with 5'-0" to 15'-0" interior side yard setbacks for each adjoining parcel.*
- h. Maximum building height: *R-4 is 30 feet from grade per 9-7-8. ABC shall not exceed 30'-0" in height.*
- i. Minimum floor area: *R-4 is N/A per 9-7-8.*

11. *Residential Planned Unit Development Design Standards:* All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 19 – Article B: Residential Planned Unit Development Design Standards for the designated residential area of “Airbase Commons Mixed-Use PUD”, or as amended, and all references to other sections therein except for the following:

- a. Landscaping: Landscaping will be as illustrated on the Airbase Commons Mixed-Use Concept Site Masterplan (Ex. B), with detailed City of Mountain Home review and approval through the permit review process. Airbase Commons Mixed-Use shall plant/maintain all landscaping consistent with PUD Application with Water

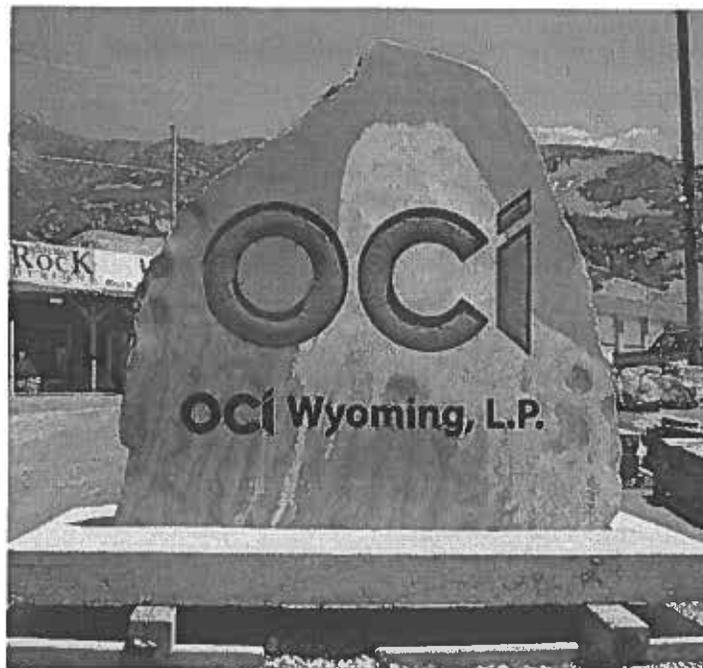
Conservation Landscaping plants. Native vegetation is encouraged when and where available and feasible.

b. Building Design:

- i. Conceptual building designs are included as Exhibit C to this Agreement. Final building designs shall be materially and substantially consistent with the conceptual plans illustrated in Exhibit C.
- ii. There is no limitation to lot coverage per Table 9-7-8.

12. Sign Regulations 9-13-5 Use Chart:

- a. A single monument sign shall be provided for the residential portion of the PUD as follows:
 - i. An approximate 3' x 8' "concrete, rock or stone monument sign" located at the community entrance at corner of Highway 51 and Freer Lane, and shall generally follow the design aesthetics indicated with attached example image:
 1. Said monument sign shall be maintained and repaired/replaced by ABC (Owner) if damaged at any time throughout the lifespan of the development. The same responsibility for maintenance shall be transferable to new owner(s) at the time of purchase.



- b. All commercial signage for ABC shall adhere to City of Mountain Home standards and to the standards of this PUD agreement. They are as follows:
 - i. Free-standing pole-mounted signage shall **NOT** be allowed within the ABC PUD.
 - ii. Building-mounted signage shall be allowed as follows:
 - 1. Each tenant space or individual business fronting Highway 67 – Airbase Road shall be allowed (1) one exterior wall-mounted, 50 gsf non-lighted premises sign except for corner tenants or businesses which shall be allowed (2) two exterior wall-mounted, 50 gsf non-lighted premises signs.
 - 2. Each tenant space or individual business not fronting a highway shall be allowed (1) one wall-mounted, 50 gsf premises sign with non-integrated LED lighting or no lighting. Sign(s) with integrated lighting shall **NOT** be allowed.
 - 3. Dimensions for each tenant space or individual business sign shall measure as follows: 5’-0” x 10’-0”, 4’-0” x 12’-0”, or smaller.

13. Landscaping Requirements: All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 11 and consistent with the Airbase Commons Mixed-Use Concept Site Masterplan (Ex. B).

- a. Six-foot tall wood horizontal rail fencing:
 - i. Galvanized or pre-finished steel posts supporting western cedar species or pressure-treated pine horizontal rails spaced with 1/2" to 1" horizontal “wind passage gaps”.



14. Community Building and Model Home Permits: Provided that all essential utility connections are available, the project shall be eligible for one (1) model home unit within a 4-plex building. The building permit and limited model home certificate of occupancy conditions include:
- a. Attached townhouses.

- i. A building permit shall be allowed for construction of the attached multi-unit plex, HOWEVER only one model unit of a multi-unit plex may be finished and receive a temporary certificate of occupancy prior to plat recording.

15. Fiber Infrastructure Requirements:

- a. The developer shall install fiber conduit, ducts, vaults, and handhold boxes as designed by the City and provided for by City standards for fiber installation at the time of construction. All such installations shall be subject to City inspection and require City approval before cable installation.
- b. Developer and/or Property owner shall designate on the required final plat and building site plan the locations where the fiber drop duct ends shall terminate. All installation of fiber duct and related infrastructure shall be installed according to the standards adopted by the City of Mountain Home and subject to inspection and approval by the City of Mountain Home before issuance of a certificate of occupancy.
- c. The developer shall pay all associated fiber development fees at the time building permits are pulled pursuant to the applicable city ordinance.

16. Impact Fees:

- a. Development impact fees shall be calculated at the time of building permit application and imposed at time of building permit issuance according to applicable City of Mountain Home impact fee ordinance.

17. Traffic Impact Mitigation:

- a. The Owner shall be responsible for preparation, grading, pavement or repavement leading to the final improvements of public ROW from the edge of property line consistent with City Public Works requirements and Idaho Transportation Department. Additional coordination and review are anticipated with ITD to determine the extent and type of improvements.
 - i. The owner shall complete the improvement based on development phase prior to any building or dwelling unit receiving certificate of occupancy (excluding the model units).

18. Future Development Agreement(s):

This Planned Unit Development Agreement does not prohibit the City of Mountain Home from requesting additional development agreements concerning new or different infrastructure and public improvements that is not addressed in this Agreement or the approved Airbase Commons Mixed-Use Concept Site Masterplan, provided that nothing therein shall be construed to be an additional post-approval requirement for plat recording.

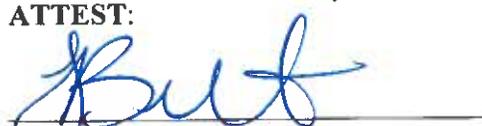
19. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Mountain Home has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

SIGNATURE PAGES FOLLOW

CITY OF MOUNTAIN HOME

By: 
Rich Sykes, Mayor

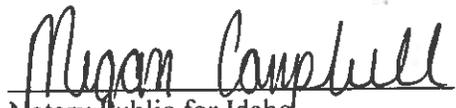
ATTEST:

Tiffany Belt, City Clerk

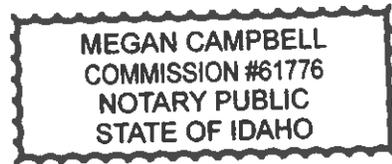


STATE OF IDAHO)
) ss.
County of Elmore)

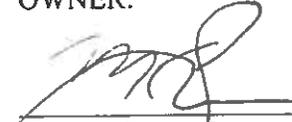
On this 5 day of Apr. 1, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and City Clerk, respectively, of the City of Mountain Home and the persons who executed the foregoing instrument and acknowledged to me that they executed this Agreement on behalf of the City of Mountain Home in their official capacity.

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


Notary Public for Idaho
Residing at Mountain Home, Idaho.
Commission Expires: 6/17/2025



OWNER:



Michael Freer, Owner

ACKNOWLEDGMENT

STATE OF Idaho)
) ss.
County of Elmore)

On this 5th day of April, 2024, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Michael Freer, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as Owner of the Property.

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



Notary Public for Idaho
Residing at: Mountain Home
Commission Expires: 12/19/2028

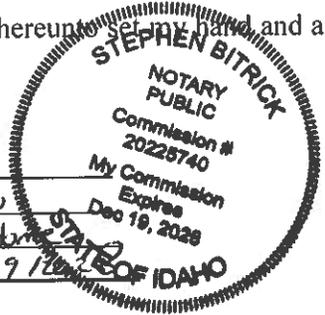


EXHIBIT A: PROPERTY LEGAL DESCRIPTION

TERAN KENDALL MITCHELL ARCHITECTURE	
535 SAWTOOTH STREET MOUNTAIN HOME, IDAHO 83647	c 208-590-5109 e ttmitchell@tkm-architecture.com

AIRBASE COMMONS MIXED-USE
LEGAL DESCRIPTION

TKM Architecture, LLC.
www.tkm-architecture.com

MOUNTAIN HOME
535 Sawtooth Street, Suite 100
Mountain Home, Idaho 83647

T 208.590.5109
F 804.539.2740

PRINCIPAL
Teran K. Mitchell, AIA, LEED®

TEAM MEMBERS
Julio Arroyo, Assoc. AIA
Britton D. Mitchell, Intern
Ethan Worthley, Intern
Gabriel Sorenson, Intern

Parcel 1 (RP001820020040):

A parcel of land being Lot 4 in Block 2 of Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Amended by Affidavit and Amendment, recorded May 14, 1985, as **Instrument No. 228579**, records of Elmore County, Idaho.

Parcel 2 (RP03S06E340100):

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho. Section 34: A parcel of land located in a portion of the North 1/2 of NE 1/4, being more particularly described as follows:

Commencing at Brass Cap marking the Northeast Corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; thence

S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E. 521.70 feet) along the Easterly boundary of said Section 34 to a point; thence leaving said Easterly boundary, N89°56'03"W. 434.16 feet (formerly N89°53'17"W.) to a found 5/8" iron pin marking the Southwest corner of Record of Survey Instrument 338148 as filed for record in the office of the Elmore County Recorder, thence

N89°56'54"W. 280.00 feet to a set 5/8" iron pin, the Real Point of Beginning; thence continuing N89°56'54"W. 140.00 feet to a set 5/8" iron pin; thence N00°06'32"E. 143.11 feet to a found 1/2" iron pin marking the Southwest corner of Lot 4, Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder, as Instrument No. 225555; thence S89°56'54"E. 140.00 feet (formerly S89°53'17"E.) along the Southerly boundary of said Lot 4, Block 2, to a found 1/2" iron pin marking the corner common to Lots 4 and 5 of said Falconcrest No. 1 Subdivision; thence leaving said Southerly boundary, S00°06'32"W. 143.11 feet to a set 5/8" iron pin, the Real Point of Beginning.

Parcel 3 (RP03S06E340120):

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; Section 34: A parcel of land located in a portion of the North 1/2 of NE 1/4, being more particularly described as follows:

Commencing at Brass Cap marking the Northeast Corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; thence, S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E. 521.70 feet) along the Easterly boundary of said Section 34 to a point; thence, leaving said Easterly boundary, N89°56'03"W. 434.16 feet (formerly N89°53'17"W.) to a found 5/8" iron pin marking the Southwest corner of Record of Survey Instrument 338148 as filed for record in the office of the Elmore County Recorder; thence,

N89°56'54"W. 140.00 feet to a set 5/8" iron pin, the Real Point of Beginning; thence continuing N89°56'54"W. 140.00 feet to a set 5/8" iron pin; thence N00°06'32"E. 143.11 feet to a set 1/2" iron pin marking the Southwest corner of Lot 5, Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder, as Instrument No. 225555; thence S89°56'54"E. 140.00 feet (formerly S89°53'17"E.) along the Southerly boundary of said Lot 5, Block 2, to a found 1/2" iron pin marking the corner

common to Lots 5 and 6 of said Falconcrest No. 1 Subdivision; *thence* leaving said Southerly boundary, S00°06'32"W. 143.11 feet to a set 5/8" iron pin, the Real Point of Beginning.

Parcel 4 (RP03S06E340130):

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; Section 34: A parcel of land located in a portion of the North 1/2 of NE 1/4, being more particularly described as follows:
Commencing at Brass Cap marking the Northeast Corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; *thence*, S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E. 521.70 feet) along the Easterly boundary of said Section 34 to a point; *thence* leaving said Easterly boundary, N89°56'03"W. 434.16 feet (formerly N89°53'17"W.) to a found 5/8" iron pin marking the Southwest corner of Record of Survey Instrument 338148 as filed for record in the office of the Elmore County Recorder, the Real Point of Beginning; *thence*, N89°56'54"W. 140.00 feet to a set 5/8" iron pin; *thence* N00°06'32"E. 143.11 feet to a found 1/2" iron pin marking the Southwest corner of Lot 6, Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder as Instrument No. 225555; *thence* S89°56'54"E. 140.00 feet (formerly S89°53'17"E.) along the Southerly boundary of said Lot 6, Block 2, to a found 1/2" iron pin marking the corner common to Lots 6 and 7 of said Falconcrest No. 1 Subdivision; *thence* leaving said Southerly boundary, S00°06'32"W. 143.11 feet along the Westerly boundary of said Record of Survey Instrument No. 338148 to the Real Point of Beginning.

Parcel 5 and 6 RP001820020050, RP001820020060

Lots 5 and 6 in Block 2 of Falconcrest No.1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Amended by Affidavit and Amendment, recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho

Parcel 7 RP001820020070:

Lot 7 Block 2, Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the county Recorder of Elmore County, Idaho.
Amended by Affidavit and Amendment, recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho.

Parcel 8 RP03S06E340080:

A parcel of land located in a portion of the N1/2 of NE 1/4 of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho, being more particularly described as follows:
Commencing at a Brass Cap marking the Northeast corner of Section 34, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; *thence*, S00°06'24"E. 520.86 feet (formerly described as S00°05'21"E 521.70 feet) along Easterly Boundary of said Section 34 to a point; *thence* leaving said Easterly Boundary N89°56'03"W. 284.00 feet to a found 1/2" iron pin marking the corner common to Lots 10 and 11, being on the Westerly Boundary of Block 2 of Falconcrest No. 1 Subdivision as filed for record in the office of the Elmore County Recorder as Instrument No. 225555, the **Real Point of Beginning**; *thence* continuing N89°56'03"W. 150.16 feet to a set 5/8" iron pin; *thence* N00°06'32"E. 143.11 feet to a found 1/2" iron pin

marking the corner common to Lots 6 and 7, being on the Southerly Boundary of said Block 2; *thence* S89°56'54"E. 150.00 feet along Southerly Boundary of Block 2 to a set 5/8" iron pin being on the Centerline of a Certain 20' wide alley, said pin also being the Northwest Corner of Lot 10, Block 2; *thence* leaving said Southerly Boundary S00°02'37"W. 143.11 feet along the Westerly Boundary of said Lot 10, to the Real Point of Beginning;
SUBJECT TO: Any easements or reservations of record or appearing on the above described parcel of land.

Parcel 9 (RP001820020100):

Lot 10, Block 2, Falconcrest No. 1 Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Affidavit and Amendment recorded May 14, 1985, as Instrument No. 228579, records of Elmore County, Idaho.

Respectfully,



Teran K. Mitchell, AIA, NCARB, LEED, C3P
TKM Architecture, LLC



MASTER SERVICES AGREEMENT

This professional services and municipal advisory agreement, referred to as the "Agreement" dated _____, is made by and between the City of Mountain Home, referred to as the "Client" located at 160 S 3rd E St., Mountain Home 83647 AND Clearwater Financial, LLC located at PO Box 505 Eagle, ID 83616, referred to as the "Consultant."

1. Professional Services. Upon request, the Client may employ the Consultant to perform the following services:

- a) **Public Engagement Services:**
 - i. Public education services including surveys; marketing, messaging, branding, media engagement and press releases, social media and website marketing; intergovernmental relations including joint powers agreements and public private partnerships (PPP); stakeholder engagement.
- b) **Planning and Development Services:**
 - i. Strategic, comprehensive, infrastructure and other long-range planning services; master facility planning; comprehensive financial planning; planning & zoning administration and best practices.
- c) **Public Budgeting and Accounting Services:**
 - i. Budget assistance; audit prep and review; financial analysis; financial policies and best practices; demographic and financial projections; what-if scenarios; and project pro forma.
- d) **Economic Development Services:**
 - i. Public private partnerships; redevelopment; development services of public assets; property assemblage; site selection; design team creation; highest-and-best-use, market and economic impact analysis; development impact fees; urban renewal TIF analysis, feasibility studies, and finance.
- e) **Banking and Treasury Services:**
 - i. Banking services RFQ/RFP; latent fund analysis; process/systems improvements and innovations; banking and treasury policies; bond funds reinvestment.

2. Municipal Advisory and Financial Services. The Client hereby engages the Consultant as its exclusive registered "municipal advisor" with both the Securities Exchange Commission "SEC" and the Municipal Securities Rulemaking Board "MSRB" to perform the following services in accordance with the rules and regulations adopted by the SEC and MSRB and with the terms and conditions set forth in this Agreement for the purpose of obtaining financing (bonds, notes, loans, leases) for necessary projects. **Municipal Advisory and Financial Services** include:

- a) Assistance with the creation and coordination of the finance team including bond council, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agency(s), bond insurers, arbitrage rebate consultants and any other parties engaged in providing services pertaining to the proposed financing. All other parties will be paid by the Client.
- b) Advice and assistance in selecting the method of financing; bidding of various services and financing packages; bond rating preparation and coordination; assistance with state-wide finance programs; funding options analysis and other related services as necessary.
- c) Advice related to bond structuring and issuance process such as: rate, term, covenants, finance options, credit analysis, and other services. This also includes, if necessary, debt incurring capacity, tax impact analyses and other related calculations.
- d) Producing information about the Client such as: population, assessed values, largest employers, largest rate payers, property/revenue diversification and other information needed for financing purposes.
- e) Provide financial advice regarding municipal credit and debt management, fund balances, debt ratios, and funding options policies and procedures.
- f) Create project proformas with corresponding tax increment financing (TIF) analysis, and budgets.

The Consultant will consult with the Client and its representatives as needed to fulfill the terms of this Agreement. All services to be provided by the Consultant will be performed with promptness and diligence and at a level of proficiency to be expected by a consultant with the background and experience that the Consultant has represented it possesses. The Client will coordinate and communicate with the Consultant on its financings and provide accurate information as needed to fulfill the terms of this Agreement.

3. Terms of Agreement. This Agreement will begin when it is fully executed by both the Client and the Consultant. This Agreement will end two years from the execution date of this Agreement. This Agreement shall have 5 automatic one-year extensions. Either party may cancel and terminate this Agreement on any anniversary date of this Agreement, for any reason, upon 30 days' prior written notice to the other party of such termination.

4. Costs. The cost for 1. **Professional Services** is covered by an annual retainage and addendums to this agreement.

a) The Client will pay the Consultant an initial and thereafter an annual retainage fee of \$12,000 upon execution of this Agreement. The annual retainage fee is for work performed in that year and does not carry over into future years. The annual retainage fee is non-refundable. The annual retainage fee will be paid upon the anniversary of the execution of this Agreement.

b) If a specific project is expected to exceed 60 hours, the Client and Consultant will agree on a specific scope of work that will be authorized by the Client and Consultant via addendum to this Agreement. This will be defined by a specific not-to-exceed price to complete the project that is mutually agreed upon by the Client and Consultant. The costs agreed to in the addendum are in addition to and separate from the retainer. The retainer cannot be applied to costs included in an addendum.

The cost for each separate 2. **Municipal Advisory and Financial Service** is as follows for all Bonds/Notes/Loans/Leases/Financings:

<u>Size:</u>	<u>Fee Calculation:</u>
\$0 to \$5MM	\$25,000
\$5MM to \$10MM	\$25,000 + \$2.75 per 1,000 of bonds from \$5MM to \$10MM
\$10MM and above	\$38,750 + \$1.50 per 1,000 of bonds from \$10MM and above. \$.50 per bond for any bonds over \$50MM

If additional expenses such as in-state and out-of-state travel, meals, communications, disclosures, print, software, data sources, and other out-of-pocket expenses are required; these costs will be paid by the Client to the Consultant.

The Consultant will submit an invoice for payment to the Client monthly for services rendered for 1. **Professional Services**. The Client will pay the Consultant the amount due as indicated within thirty (30) days. For 2. **Municipal Advisory and Financial Services**, these costs will be billed at the closing of a 2. **Municipal Advisory and Financial Service**.

5. Employment of Others. The Client and Consultant may from time-to-time arrange for the services of others. All costs to the Consultant for those services will be paid by the Client, but in no event shall the Consultant consult with or employ others for these services without the prior written authorization of the Client. Upon approval by the Client, the Consultant may arrange for the services of others in connection with the delivery of terms of this Agreement. Any such costs will be paid by and are the sole responsibility of the Client.

6. Other Services. If other services not mentioned in this Agreement are needed and agreed upon by both the Client and the Consultant, pricing for other services shall be set forth by addendum to this Agreement. Any other additional charges must be mutually agreed to by the Client and the Consultant.

7. Independent Contractor. Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

8. Confidential Information. The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial

or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations without the Client's written consent. Pursuant to Idaho Code § 74-101, et seq., information or documents received from the Consultant may be open to public inspection and copying unless exempt from disclosure. The Consultant shall clearly designate each portion as "exempt" on each page of such documents and shall indicate the basis for such exemption. Client will not accept the marking of an entire document as exempt. In addition, Client will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Consultant shall indemnify and defend Client against all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever for honoring such a designation or for the Consultant's failure to designate individual documents as exempt. The Consultant's failure to designate as exempt any document or portion of a document that is released by Client shall constitute a complete waiver of any and all claims for damages caused by any such release. Any reproduction of any Confidential Information of the Consultant shall remain the property of Consultant and shall contain any and all confidential or proprietary notices or legends which appear on the original. The Client shall not disclose or reveal any Confidential Information to any person other than its representatives who are actively and directly participating in the activities related to the intent of this Agreement or who otherwise need to know the Confidential Information for the purpose of the intent of this Agreement. In addition, prior to any such disclosure, such representatives shall be made aware of the confidential nature of the confidential information and shall be bound by the non-disclosure terms of this Agreement. In any event, the Client shall be responsible for any breach of these terms by any of its representatives. The confidential nature of the provided services and information does not terminate with this Agreement. If sunshine laws require the disclosure of Confidential Information, it is understood by the Consultant that this information will be shared as the law dictates and is necessary.

9. Non-Competition. During the term of this Agreement, the Consultant will not engage in business or other activities which are, directly or indirectly, competitive with the activities of the Client.

10. Results Not Guaranteed. The Consultant primary service is to provide added value information and analysis related to the services described above. Much of the information and analysis is based upon historical performance information. While this information may be useful in understanding past performance, past performance is no guarantee of future results. Furthermore, other information and events outside of the services provided by the Consultant may have a significant impact on any results. The Consultant does not guarantee any results and is not responsible for any results, damages, or losses arising from any use of the information it provides.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. The Parties consent to the exclusive jurisdiction and venue in the courts of Ada County, Idaho.

12. General. This Agreement constitutes the entire Agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by amendment in writing executed by the Client and the Consultant.

13. Sovereign Immunity. Nothing contained in this Contract shall be considered a waiver of Client's sovereign immunity which immunity is expressly reserved.

14. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on such party and enforceable in accordance with its terms.

15. Signatures. Both the Client and the Consultant agree to the above Agreement.

Signed by: _____
Name: _____
Title: _____

/s/: _____
Date: _____

Signed by: Clearwater Financial, LLC
Name: Cameron Arial
Title: President

/s/: _____
Date: _____



Limited English Proficiency (LEP)
Language Assistance Plan

Approved By City Council January _____, 2025.

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I. Introduction

The majority of the United States population read, write, speak and understand English. Though there are individuals whose primary language is not English. Those who do not speak English as their primary language and who have limited ability to read, write, speak or understand English can be Limited English Proficient, or “LEP”. Language barriers could prevent those individuals from accessing services and benefits.

Title VI of the Civil Rights Act of 1964, and Executive Order 13166 are two pieces of legislation designed to protect and be the foundation for the development of an LEP plan. Failure to ensure LEP persons effective participation in federally assisted programs may constitute discrimination based on national origin under Title VI. To ensure compliance with Title VI, the City of Mountain Home will take reasonable action for language assistance. Executive Order 13166 clarifies the requirements for LEP persons under Title VI. Under the Executive Order the city is required to examine the services it provides and implement a developed system by which LEP persons can access those services without barriers.

II. Policy

Mountain Home’s City policy is to provide timely and effective access to services for those with Limited English Proficiency, in the language they are most comfortable communicating in. For this reason, the city has adopted the Limited English Proficiency Plan, tasking each department with ensuring plan compliance. While compliance with the LEP is the responsibility of each department individually, the city Title VI Coordinator will oversee its implementation, provide any necessary training, and monitor plan effectiveness.

III. City-wide Analysis and Plan

A. Four-factor Analysis

1. The number, or proportion, of LEP persons in the city of Mountain Home who may served by programs of the city.
2. The frequency with which LEP individuals encounter the city’s services.
3. The nature and importance of the programs and services provided by the city to the LEP population.
4. The resources available to the city for LEP outreach as well as the costs associated with outreach.

A brief breakdown of Mountain Home’s self-assessment follows:

1. The number or proportion of LEP individuals served or encountered by the program.

Mountain Home’s first step in determining the components of a Language Assistance Plan was to understand the number of people the plan would serve, and who may encounter the services provided by the city in various programs.

According to the United States Census Bureau, the population of Mountain Home is 16,029. The population of those five years or older is 14,648 and of those it is estimated that 542 spoke English less than very well. In Mountain Home Spanish speakers are the primary LEP persons likely to be encountered by City employees. 994 residents of the City of Mountain Home speak Spanish in their homes, or 6.8% of those five years of age or older.

The languages spoken by the remaining individuals who speak English less than “very well” is closely split between “Other Indo-European languages,” “Asian and Pacific Islander languages,” and “Other languages.” Approximately 353 citizens (or 2.4% of the population five years and older) report speaking other Indo-European languages, with none of the residents in this demographic of them speaking English less than “very well.” Asian and Pacific Islander languages are spoken by 427

individuals (or 2.9% of the population five years and older) with 44 speaking English less than “very well.” “Other languages” are spoken by approximately 68 individuals (or 0.5% of the population five years and older) with none of the residents in this demographic speaking English less than “very well.”

The U.S. Census Bureau and American Community Survey reports can be found in Appendix 1.

2. The frequency with which LEP individuals interact with the program.

The City of Mountain Home assesses how frequently the staff has had, or possibly could have contact with LEP persons. Examining Census data, telephone inquiries, requests for translated documents, and staff feedback. As a local government agency, it is necessary to recognize this and the other LEP segments of the general population.

3. The nature and importance of the program, activity, or service.

Every City Department has some level of contact with LEP individuals. Public facilities, such as City Hall, the Police Department, Fire Department, the City Library and Parks & Recreation are all likely to encounter LEP individuals through telephone conversations and attendance at out reach events and public meetings.

4. The resources available and costs to the recipients.

The city assesses its available resources used to provide language assistance. Bilingual staff has been identified and is readily available for use as translation service providers to all departments. Furthermore, staff reviews and determines which documents should be translated, and deciding which level of staff training is needed for the translated material.

The City will ensure that information regarding public meetings is disseminated to organizations supporting persons with Limited English Proficiency and disseminate public notices that have language assistance instructions.

The city will provide Census Bureau “I Speak” cards at public meetings and utilize the telephone interpreter service Language Line Services (<http://www.language.com>) when interpreter services are required. The City of Mountain Home’s LEP Plan will also use the Police Department’s Contract Interpreter’s List, which provides contract interpreters in more than thirty (30) languages. Services include on site interpretation, over the phone, and document translation.

Determination of which documents to translate into languages other than English will be reviewed by an assessment consistent with the four-factor analysis contained in the Department of Justice (DOJ) Guidance. Specifically, the Mountain Home analyzes the number of LEP persons that would utilize the material, the frequency with which LEP individuals would encounter the material, the nature and importance of the material, and the resources available to translate the materials. When staff prepares a document or schedules a meeting for which the target audience is expected to include LEP individuals, documents, meeting notices, flyers and agendas will be printed in an alternative language based on the known LEP population.

Because the largest portion of non-English speaking citizens is Hispanic or Latino (based on Census material) in the City of Mountain Home, many of the written materials and all of the vital documents are being translated into Spanish.

In accordance with the four-factor analysis described, the city developed the following plan for providing language assistance to LEP persons.

B. Components of the Plan

There are five areas that comprise the city's LEP plan:

1. Identify the citizens who need language assistance services;
2. Language assistance measures;
3. Staff Training procedures;
4. Providing notice to LEP individuals;
5. Monitoring the LEP plan and updating as necessary

1. Identifying LEP citizens who need language assistance.

City staff will use the following measures to identify individual persons who may need language assistance:

- Document requests for language assistance from past contacts, meetings, telephone calls, and events to anticipate the needs for assistance at upcoming meetings and events.
- Will have Census Bureau's "I Speak" cards located at public counters (Indexed in this plan as Appendix 2).
- Routinely survey staff regarding any contact with LEP individuals.

2. Language Assistance Measures.

Language assistance measures are available to LEP persons, including both oral and written language services. There are various ways in which city employees respond to LEP persons, whether in person, by telephone or in writing.

According to the Census Bureau, the majority of individuals who do not speak English very well are Spanish speakers, though we offer translation services through telephone for all languages.

- Mountain Home will make sure public meeting notices, flyer inserts, and the city's website include language assistance instructions.
- Keep a current list of bilingual employees in each department.
- Educate city departments of the existence of bilingual and trilingual employees.
- Continue to provide "I Speak" cards from the Census Bureau at City Hall and other customer service locations at all times.
- Continue to offer translation services on the city's webpage.
- When the need arises, for an onsite or by telephone interpreter, and City staff has exhausted the above options, staff will first attempt to determine what language is required. Staff will then use telephone interpreter service or use a list of interpreters provided by the Police Department to arrange interpretation services.

3. Training Staff.

It is essential that staff members, especially those with public contact, know the obligation to provide meaningful access to city services and information for LEP persons. All staff should have knowledge and be aware of and understand the LEP plan, even if they do not interact regularly with LEP individuals. Staff training is a crucial part in the effective implementation of the plan.

Training topics include:

- Understanding Title VI LEP responsibilities
- The language assistance options provided by the City

- Procedures to follow when encountering an LEP Person
- How to use the multi-language identification flashcards “I Speak...”
- How to contact translation services if needed
- How to access Google Translation on public access computers
- Ensuring city staff understands family members, friends or bystanders can only be used in case of emergency while waiting for a qualified interpreter

4. Providing notice to LEP persons.

Mountain Home uses qualified service providers for the translation of official documents to ensure accuracy for identified LEP populations. For other documents, including flyers or other releases to the public departments will take the necessary steps to ensure that Department personnel, or a translator who is not with the department known for their competency in translation services, will also review the document before it is release.

The City of Mountain Home will determine a vital document as any document conveying information critical to affecting the ability for the recipient/customer to make decisions about the individual participation in a program. Translation of all necessary and vital documents will be available as needed. Translation service will be made available by request if the service is not available in the language needed.

City employees provide notice to the LEP persons in several ways that language assistance resources are available, both through oral and written communications:

- The city provides notice that vital documents are available in both Spanish and English.
- A statement on the Mountain Home website indicating language assistance is available.
- Notice at all public counters in English and Spanish that language assistance is available.
- Mountain Home provides its employees with Language Identification Flashcards (“I Speak” cards) which allow an LEP individual to point to the language that the person in need of services speaks.
- The City of Mountain Home will provide where appropriate, a Spanish version of online forms on the website.
- The city will notice on public meeting agendas language assistance availability.

5. Monitoring and updating the LEP plan.

Mountain Home has designed its LEP plan to be flexible and should be viewed as living document always subject to change and progress. With this in mind, all new documents to the city should be reviewed and a determination made as to need to be made accessible for LEP persons, to monitor changes in demographics and types of services, and updates made to the plan when deemed appropriate by the designated Title VI Coordinator. The plan will be reviewed every three years and updated as needed. The LEP plan will also be updated to incorporate any recommendations provided by the office of Civil Rights Compliance Review as necessary.

Each update will include an examination of all plan components:

- The current LEP composition of all service or potential areas.
- The existing communication needs of LEP individuals,
- Whether existing service methods meet the demand of LEP,
- Examination of staff and their knowledge of policies and procedures and implementation of those procedures within the policy,

- Review of city offices to ensure compliance with sources, methods and provisions for assistance are current and correct

Past implementation steps will be continued to bring the city into compliance with LEP and to train existing and new city personnel on the updates to the LEP plan. The city will strive to maintain the community relationships it has with the Spanish language community and will continue to foster these relationships with these groups and their organizations.

C. Departmental LEP Assessment and Plan

Each Department throughout the city shall develop its own LEP Assessment and Plan, which would be on hand at each respective city department taking into consideration the department's interaction with the LEP community. Development of the Assessment and Plan, the Department shall engage in a Department-specific four-factor analysis to develop a plan that includes the components of the plan discussed above. This plan should depict how the department will provide language assistance and notice to the individuals identified as LEP, and how staff will be trained to access translation and interpretation services. Department Assessment and Plan will be reviewed no less than triennially and submitted to the Title VI Coordinator for inclusion with the city's plan.

D. Summary

Mountain Home is committed to meeting all Federal requirements and regulations set forth by the Department of Justice regarding service to the LEP population, but also strives to provide exceptional service to all LEP individuals in the community. By providing channels and information to all citizens, so programs are and services are accessible to LEP residents. The city will continue to integrate new practices as needed and be receptive to the requirements of the LEP community, finding ways to engage LEP individuals in an accessible manner so the city may continue and expand outreach to make sure all residents feel included in the city they live and work in.

Dissemination of the LEP Plan

An electronic version of the city-wide LEP Plan is available at <https://mountain-home.us/city-government/city-hall/>. Paper copies are available upon request by any person or agency. LEP individuals may obtain copies/translations of the plan upon request.

LEP Plan Contact Information

Alexa Vork, City Grant Administrator
Email: avork@mountain-home.us
Phone: (208) 587-2104

Tiffany Belt, City Clerk
Email: tbelt@mountain-home.us
Phone: (208)587-2104

Appendix 1

<p>Hello, I'm from the U.S. Census Bureau. Is someone here now who speaks English and can help us? If not, please write your phone number and someone will contact you in English.</p>	01. English
<p>Buenos días (Buenas tardes), soy de la Oficina del Censo de los Estados Unidos. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, por favor, anote su número de teléfono y alguien se comunicará con usted en español.</p>	02. Español/ Spanish
<p>Përshëndetje, unë vij nga Zyra e Regjistrimit të Popullsisë së Sh.B.A-së. A ndodhet dikush tani këtu që flet anglisht dhe mund të na ndihmojë? Nëse jo, ju lutemi shkruani numrin e telefonit tuaj dhe dikush do t'ju kontaktojë në gjuhën shqipe.</p>	03. Shqip/ Albanian
<p>እንደምንት ፣ ከአሜሪካ የሕዝብ ቆጠራ ቢሮ ነኝ ። አሁን እንግሊዝኛ ቋንቋ የሚናገር እና ሊረዳን የሚችል ሰው አለ? ከሌለ እባክትን የስልክ ቁጥርን ይጻፉልንና በአማርኛ የሚያናግርት ይኖራል።</p>	04. ቆሽቆሽ/Amharic
<p>مرحبًا، أنا من مكتب الإحصاء الأمريكي. هل يوجد هنا الآن شخص يتحدث الإنجليزية ويمكنه مساعدتنا؟ إذا كان لا يوجد، فلارجاء آتابة رقم هاتفكم وسيصل بكم أحد الأشخاص بلالغة العربية.</p>	05. العربية/ Arabic
<p>Բարև Ձեզ, ես ԱՄՆ-ի Մարդահամարի Բյուրոյից եմ: Ներկա՞ է արդյոք մեկը, որը խոսում է Ամսլերեն և կարող է մեզ օմննել: Եթե ոչ, մտրեք Ձեր հեռախոսի համարը և Ձեզ հետ կկապվեն Հայերենով:</p>	06. Հայերեն/ Armenian
<p>হ্যালো, আমি ইউ.এস. সেন্সাস বিউরো থেকে এসেছি। এখানে এখন এমন কেউ আছেন কি যিনি ইংরেজি বলতে পারেন এবং আমাদের সাহায্য করতে পারেন যদি তেমন কেউ না থাকে, আপনার ফোন নম্বর লিখে দিন এবং আপনার সঙ্গে একজন বাংলায় যোগাযোগ করবেন।</p>	07. বাংলা/ Bengali
<p>Разрешете да ви се представя, аз съм служител на Бюрото по преброяване на населението на САЩ. Има ли тук някой, който говори английски и би могъл да ни помогне? Ако няма, моля, напишете своя телефонен номер, за да може някой от нашите служители да ви се обади на български.</p>	08. български/ Bulgarian

<p>سلام. من یک کارمند اداره سرشماری ایالات متحده هستم. آیا کسی حالا اینجا هست که به زبان انگلیسی صحبت میکند و میتواند به ما کمک کند؟ اگر کسی نیست، لطفاً شماره تلفنتان را بنویسید، و یک نفر به زبان فارسی با شما تماس خواهد گرفت.</p>	<p>18. فارسی/ Farsi</p>
<p>Bonjour, je travaille pour le Bureau de Recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et puisse nous aider ? Sinon, notez votre numéro de téléphone pour que quelqu'un puisse vous contacter en Français.</p>	<p>19. Français/ French</p>
<p>Guten Tag, ich komme im Auftrag des Bundesbüro zu Durchführung von Volkszählungen. Kann ich mit jemandem sprechen, der Englisch spricht und der uns helfen kann? Wenn nicht, schreiben Sie bitte Ihre Telefonnummer auf und es wird sich jemand in deutscher Sprache mit Ihnen in Verbindung setzen.</p>	<p>20. Deutsch/ German</p>
<p>Γειά σας, Είμαστε από την Υπηρεσία Απογραφής των ΗΠΑ. Είναι κανείς εδώ αυτή τη στιγμή που μιλάει Αγγλικά να μας εξυπηρετήσει; Αν όχι, παρακαλώ σημειώστε το τηλέφωνό σας και θα επικοινωνήσει κάποιος μαζί σας στα ΕΛΛΗΝΙΚΑ.</p>	<p>21. Ελληνικά/ Greek</p>
<p>Bonjou, mwen se anpwlaye biwo resansman ameriken. Èske m ka pale ak yon moun nan kay la ki konn pale anglè ? Si pa gen moun nan kay la ki pale anglè, tanpri ekri nimewo telefòn ou pou yon moun kki pale kreyòl ayisyen rele w.</p>	<p>22. kreyòl ayisyen/ Haitian Creole</p>
<p>שלום, אני ממשרד מפקד האוכלוסין של ארצות הברית. האם יש כאן מישהו ברגע זה שמדבר אנגלית ויכול לעזור לנו? במידה ולא, אנא כתבו את מספר הטלפון שלכם ומישהו ייצור קשר אתכם בשפה העברית.</p>	<p>23. עברית/ Hebrew</p>
<p>हैलो, मैं यू.एस. जनगणना ब्यूरो से हूँ। क्या अभी यहां ऐसा कोई व्यक्ति है जो अंग्रेजी बोलता हो और हमारी मदद कर सकता हो? यदि नहीं, तो कृपया अपना फोन नंबर लिखें और कोई व्यक्ति आपसे हिन्दी में संपर्क करेगा।</p>	<p>24. हिन्दी/ Hindi</p>
<p>Nyob zoo. Kuv tuaj hauv Teb Chaws Asmeskas Chaw Suav Pej Xeem tuaj. Puas muaj leej twg nyob hauv tsev uas txawj lus Askiv thiab pab tau peb? Yog tsis muaj, thov sau koj tus xov tooj tseg, mam li muaj ib tug neeg hais lus Hmoob hu tuaj rau koj.</p>	<p>25. Hmoob/ Hmong</p>
<p>Jó napot kívánok, az Egyesült Államok Népszámlálási Hivatalától vagyok. Van a közelben valaki, aki beszél angolul, és segíteni tud nekünk? Ha nem, kérem, írja le a telefonszámát, és kapcsolatba fogunk lépni Önnel magyarul.</p>	<p>26. Magyar/ Hungarian</p>

Hello, taga Census Bureau ako ng U.S. Adda kadi kadakayo nga makapagsarita ti English ken mabalin nga tumulong kaniami? Nu awan paki surat yo iti numero iti telepono yo ta adda iti tumawag kaniayo nga ag Ilocano.

27. Ilocano/
Ilocano

Salve, chiamo da parte del Census Bureau degli Stati Uniti. C'è qualcuno che parla inglese ed è in grado di aiutarci? In caso negativo, scriva il numero di telefono e sarà contattato da qualcuno che parla Italiano.

28. Italiano/
Italian

こんにちは。私は米国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか？もしない場合は、あなたのお電話番号をお書きいただければ、日本語を話す係員が連絡をいたします。

29. 日本語/
Japanese

안녕하세요. 저는 미국 인구조사국에서 일하고 있습니다. 영어를 사용하시는 분 중에 저희를 도와 주실 수 있는 분이 여기 계십니까? 없으신 경우, 전화번호를 적어주시면 한국어를 할 수 있는 직원이 연락을 드릴 것입니다.

30. 한국어/
Korean

ສະບາຍດີ, ຂ້າພະເຈົ້າ ມາຈາກສຳນັກງານສຳຫຼວດພົນລະເມືອງ ແຫ່ງສະຫະລັດອາເມລິກາ. ມີໃຜຢູ່ທີ່ນີ້ ສາມາດເວົ້າພາສາອັງກິດ ແລະ ຊ່ວຍເຫຼືອພວກເຮົາໄດ້ບໍ່? ຖ້າບໍ່ມີ, ກະລຸນາຂຽນເລກ ໂທລະສັບຂອງທ່ານ ແລະ ພວກເຮົາ ຈະຕິດຕໍ່ທ່ານ ເປັນພາສາລາວ.

31. ພາສາລາວ/
Laotian

Sveiki, aš esu iš JAV Gyventojų surašymo biuro. Ar čia dabar yra kas nors, kas kalba angliškai ir galėtų mums padėti? Jei ne, prašome užrašyti savo telefono numerį ir su jumis susisieks lietuvių kalba.

32. Lietuvių/
Lithuanian

ഹലോ, ഞാൻ യു എസ് സെൻസസ് ബ്യൂറോയിൽ നിന്നാണ്. ഇപ്പോൾ സംസാരിക്കുന്ന ആരെങ്കിലും ഇപ്പോൾ ഇവിടെയുണ്ടോ ഞങ്ങളെ സഹായിക്കാൻ? ഇല്ലെങ്കിൽ, നിങ്ങളുടെ ടെലിഫോൺ നമ്പർ എഴുതി നൽകുക. മലയാളത്തിൽ സംസാരിക്കുന്ന ആരെങ്കിലും താങ്കളെ ബന്ധപ്പെടും.

33. മലയാളം/
Malayalam

Yá'át'ééh, Neeznáá nináháháágo Bila'ashdla'ii náóltah bił haz'á bá naashnish. Háidaaish kóó Bilagáanaa biɔ zaad yee yáłti'ígíí hółó? 'Ádingo 'éi nibéesh bee hane'é nihá 'ádiilííł dóó t'áá háida t'áá Diné Bizaad yee yáłti'ígíí nich'í' náhodoólnih.

34. Diné Bizaad/
Navajo

नमस्ते, म अमेरिकाको जनगनना अफिसबाट आएको । यहाँ अंग्रेजी बोल्न जान्ने अन्त हामीलाई मदत गर्नसक्ने कोहि मान्छे छन ? नभा, तपाईंको फोन नम्बर लेखिदिनु अनि कसैले तपाईंसित नेपाली भाषामा कुरा गर्नेछन् ।

35. नेपाली/
Nepali

<p>ਹੈਲੋ, ਮੈਂ ਯੂ ਐੱਸ. ਜਨਗਣਨਾ ਬਿਊਰੋ ਵਲੋਂ ਆਇਆ/ਆਈ ਹਾਂ। ਕੀ ਇਥੇ ਕੋਈ ਅੰਗਰੇਜ਼ੀ ਬੋਲ ਸਕਦਾ ਹੈ ਅਤੇ ਸਾਡੀ ਮਦਦ ਕਰ ਸਕਦਾ ਹੈ? ਜੇ ਨਹੀਂ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਆਪਣਾ ਟੈਲੀਫੋਨ ਨੰਬਰ ਲਿਖ ਦਿਉ ਅਤੇ ਕੋਈ ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਸੰਪਰਕ ਕਰੇਗਾ।</p>	<p>36. ਪੰਜਾਬੀ/ Panjabi</p>
<p>Dzień dobry. Jestem z Amerykańskiego Biura Spisu Ludności. Czy ktoś tutaj mówi po angielsku i mógłby nam pomóc? Jeżeli nie, proszę napisać swój numer telefonu, a ktoś skontaktuje się z Państwem po polsku.</p>	<p>37. Polski/ Polish</p>
<p>Olá, sou do Serviço de censo dos Estados Unidos. Alguém aqui fala inglês e pode nos ajudar? Caso contrário, escreva seu telefone e alguém vai entrar em contato com você em português.</p>	<p>38. Português/ Portuguese</p>
<p>Bună ziua, sunt de la Biroul de Recensământ al S.U.A. Este cineva aici, în acest moment, care vorbește engleză și ne poate ajuta? Dacă nu, vă rog scrieți-vă numărul de telefon și cineva vă va contacta telefonic în română.</p>	<p>39. Română/ Romanian</p>
<p>Здравствуйте! Я представляю Бюро переписи населения Соединенных Штатов. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то, пожалуйста, напишите свой телефонный номер, чтобы наши сотрудники могли побеседовать с вами по-русски.</p>	<p>40. русский/ Russian</p>
<p>Добар дан, ја сам из Америчког бироа за попис становништва. Да ли овде има некога ко говори енглески и може да нам помогне? Ако нема, молим Вас да напишете свој број телефона, па ћемо контактирати с Вама на српском језику.</p>	<p>41. српски/ Serbian</p>
<p>Hallo, Waxaan anigu ka tirsanahay Xafiiska Tirakoobka Mareykanka. Halkan ciddi ma Joogta hadda oo ku hadasha Ingiriisiga oo na caawin karta? Haddi kalese, fadlan qor lambarka talafoonkaaga markaasna qof ayaa kugulasoo xidhiidhi doona adiga Soomaalliga.</p>	<p>42. Soomaali/ Somali</p>
<p>Halo, nimetoka Shirika la Sensa la Merika Je, kuna mtu hapa sasa anayezungumza Kiingereza na anaweza kutusaidia? Ikiwa hakuna, tafadhali andika nambari yako ya simu na mtu atawasiliana na wewe kwa Kiswahili.</p>	<p>43. Kiswahili/ Swahili</p>
<p>Hello, Ako'y galing sa U.S. Census Bureau. Mayroon ba ditong marunong magsalita ng Ingles at makakatulong sa amin ngayon? Kung wala, pakisulat ang telepono ninyo at may tatawag sa inyo sa Tagalog.</p>	<p>44. Tagalog/ Tagalog</p>

สวัสดีครับ/ค่ะ ผม/ดิฉันเป็นเจ้าของหน้าที่จากสำนักงานสัมมนาประชากรสหรัฐ มีใครพอจะพูดภาษาอังกฤษเพื่อช่วยแปลได้บ้างหรือเปล่า ครับ/ค่ะ ถ้าไม่มีช่วยแจ้งเบอร์โทรศัพท์เพื่อที่เราจะสามารถติดต่อกลับมาใหม่ได้เป็นภาษาไทย

45. ไทย/
Thai

ሃሎው፡ ካብ ቤተ ጽሕፈት ምቹጣር ሕዝቢ ከሚሪካ እየ ኣኑ። ሕጂ እንግሊዝኛ ዝዘራረብን ክሕግዘን ዝእከልን ሰብ ኣብዚ ኣሎዶ? እንተዘይኮነ፡ ብክብረትኩም ቁጽሪ ቴሌፎንኩም ጽሓፉሞ ኣደሰብ ብትግርኛ ክሃረበኩም እየ።

46. ትግርኛ/
Tigrinya

Merhaba, A.B.D. İstatistik Bürosu'ndanım. Orada İngilizce konuşan ve bize yardım edebilecek birisi var mı? Yoksa, lütfen telefon numaranızı yazın, sizinle Türkçe dilinde temasa geçilecek.

47. TÜRKÇE/
Turkish

Привіт, Ми з США. Сенсес Бюро. Тут є хтось, хто володіє англійською мовою і може допомогти нам? Якщо ні, будь ласка, запишіть ваш телефонний номер і з вами зв'яжуться на українській мові.

48. українська
мова/
Ukrainian

ہیلو، میں امریکی مردم شماری بیورو سے ہوں۔ کیا یہاں کوئی ایسا شخص ہے جو انگریزی بولتا ہو اور ہماری مدد کر سکتا ہو؟ اگر نہیں، تو براہ کرم اپنا فون نمبر لکھوائیں اور کوئی شخص آپ سے اردو زبان میں رابطہ کرے گا۔

49. اردو /
Urdu

Xin chào, tôi là nhân viên của Cục Thống Kê Dân Số Hoa Kỳ. Ở đây hiện có ai biết nói tiếng Anh và có thể giúp chúng tôi không? Nếu không, xin vui lòng ghi lại số điện thoại của quý vị. Chúng tôi sẽ liên lạc lại với quý vị bằng tiếng Việt.

50. Tiếng Việt/
Vietnamese

האלאו, איך בין פון די יונייטעד סטעיטס צענזוס ביורא. איז פאראן דא איינער וואס רעדט ענגליש און קען אונז העלפן? אויב נישט, ביטע שרייבט אראפ אייער טעלעפאן נומער און איינער וועט זיך פארשטענדליך מיט אייך אויף אידיש.

51. אידיש /
Yiddish

AGREEMENT

AGREEMENT, made this ____ day of January, 2025, between THE CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation of the County of Elmore, State of Idaho, whose address is P. O. Box 10, Mountain Home, Idaho 83647, hereinafter designated as the “City,” and Jason Davis, an individual, whose address is _____(Address), hereinafter designated in the singular and by masculine gender as “Lessee.”

RECITALS

(a) The City owns property designated as “Optimist Park”.

(b) There is a motocross track located at Optimist Park that is shown and depicted on Exhibit A that is attached hereto and by this reference made a part hereof.

(c) The City desires to lease the motocross track located at Optimist Park to Lessee, who desires to lease the track from the City and operate the track in accordance with the terms and conditions of this agreement.

IN CONSIDERATION OF the mutual promises and covenants contained in the agreement the City and Lessee hereby agree as follows:

1. LEASE OF MOTOCROSS TRACK. The City hereby leases to Lessee the motocross track that is depicted on Exhibit A subject to the terms and conditions contained in this agreement

2. TERM OF AGREEMENT. The term of this lease and agreement shall be from the ____ day of January 2025, until the 31st day of December 2026, unless sooner terminated as provided herein. The City, at its sole option, may renew the lease for additional terms upon the same or different terms by written agreement.

3. RENT. Lessee shall pay to the City as rent for the premises based on the formula as listed in Exhibit B attached hereto and by this reference made a part

hereof in the sum of *(waiting for this information from operator)* \$_____ for 2025 operations, payable to the City on or before the 29th day of September 2023 and the sum of \$612.50 for 2024 operations, payable to the City of or before January 31, 2024. If Lessee adds additional days of operation not already listed below, during the term of this lease and after payment listed here has already been paid, the Lessee will be required to pay the amount of a ½ day park fee for each day added.

4. TERMINATION OF AGREEMENT BY CITY. This Agreement may be terminated by either party upon a material breach of this Agreement and failure to cure such material breach after thirty (30) days' written notice. The City maintains the right to terminate this Agreement without cause on sixty (60) days' notice. In any such event, the Lessee shall be required to remove all personal property and otherwise vacate the Premises on or before the expiration of the sixty (60) day period. The City may immediately re-enter and take possession of the Premises with or without process of law. In the event of re-entry by the City, its agent or employees, Lessee shall be liable for any damages, costs, or fees incurred by the City in recovering the Premises.

5. USE OF MOTOCROSS TRACK. *(waiting for this information from operator)*
The motocross track shall be used by Lessee for motorcycle racing, events, and practices. The track shall be operated by Lessee from the 21st September, 2023, to the 31st day of December, 2024. Lessee may operate the track on

- Thursday evenings beginning at 5:00 p.m. until 10:00 p.m.
- Saturday beginning at 8:00 a.m. until 1:00 p.m.
- Sundays beginning at 8:00 a.m. until 3:00 p.m.

to allow participants to practice and ride, **(except during the fourth week in the month of June, during which time no racing or practices will be permitted**

during that entire week). Lessee is not intending to have races at this time, but shall come back to the City for a lease amendment if that changes in the future. If Lessee wishes to add or change dates, Lessee must notify the Recreation Department in writing of the dates, and an additional fee may be required as listed above. Lessee shall not allow the use of the track by motorcycles at any other time without the express written permission of the City Council. No other motorsports shall be permitted as a part of this lease agreement.

6. **RELEASES.** All participants in racing and practices will be required to sign a Release and Waiver of Liability Agreement, and also an Accident Waiver Registration and Release of Liability Form attached hereto as Exhibits C, D, and E and by this reference made a part hereof.

7. **IMPROVEMENTS TO MOTOCROSS TRACK.** All improvements made or equipment installed at the Motocross Track becomes the sole property of the City of Mountain Home and cannot be removed at the end of or termination of this agreement. The Lessee will be entitled to no reimbursement for costs, materials, or labor associated with any of these improvements.

8. **OPERATION OF MOTOCROSS TRACK.** Lessee shall manage and operate the track and shall be responsible for all aspects of their operation. Lessee will provide sufficient porta-potties and garbage cans at their own expense, consistent with the number of participants using the track. Lessee shall have a certified medical response team and equipment on site for all races.

9. **UTILITIES.** The City will allow the Lessee use of water, electrical, and lighting that is already available at the City's expense.

10. **SOUND MEASUREMENTS.** Lessee acknowledges that the City has a sound ordinance and that Lessee has been provided a copy of the sound ordinance, has

read the ordinance, and understands the ordinance. Lessee shall abide by the City's sound ordinance at all times in the operation of the motocross track.

11. MAINTENANCE OF TRACK. Lessee shall maintain the motocross track, landscaping, and adjacent grounds in a good and safe condition at all times at his own cost and expense. Lessee shall keep the track, and any surrounding property used with the track in a clean and presentable condition at all times. The City shall mow the grass and supply the water to maintain the grass. Lessee shall not use any City equipment, personnel, or other resources to maintain or operate the motocross track.

12. DUTY TO INSPECT. Lessee shall be under a duty throughout the duration of the Agreement to reasonably inspect the Premises for dangerous conditions or hazards, hidden or otherwise, and to make reasonable efforts to repair any discovered dangerous condition or hazard or immediately make such condition or hazards obvious to persons who might encounter the same. Lessee shall clean up all litter associated with its use of the Premises, including facilities, structures, and any concessions facilities. Any damage to the Premises by the Lessee or its invitees shall be the responsibility of the Lessee.

13. NON-DISCRIMINATION. The Lessee shall follow any and all local, state, or federal laws and shall otherwise uphold the highest standards as a proprietor utilizing city facilities. The Lessee shall not discriminate against any person or persons or exclude them from participation in Motocross operations, programs, or activities conducted by the Lessee due to race, color, religion, gender, age, handicap, or national origin.

14. FREE ACCESS. The City or its employees or agents shall have the right of free access to said track, and the surrounding premises at all reasonable times for

the purpose of examining the same to determine whether or not the terms and conditions of this lease and agreement are being fulfilled or for the purpose of making any needed improvements to said premises and which are the responsibility of the City under the provisions of this lease and agreement.

15. INCOME FROM TRACK. Lessee may levy reasonable charges for the use of the motocross track. Lessee shall be entitled to all income he receives from his operation of the motocross track.

16. RESTRICTION AGAINST LIENS. Lessee shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the motocross track, and the surrounding property, and he shall keep the property and premises and the improvements hereon free and clear from all liens of mechanics or material, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of such improvements.

17. HAZARDOUS WASTE. Lessee shall not store, generate, or otherwise use or bring upon the Premises any hazardous waste as defined by Federal, State, or local laws or regulations.

18. INDEMNITY AND INSURANCE. Lessee shall indemnify and hold the City harmless from all claims, judgments, and demands of any persons or parties whatsoever, on account of injuries or occurrences in, on, or about the premises, motocross track incurred during any events, programs, or operations of the track by the Lessee. Lessee shall maintain in full force and effect a policy or policies of comprehensive public liability and property damage insurance covering any injuries, damages, or occurrences mentioned in this agreement in the amount of not less than \$1,000,000.00 combined single limit for bodily injury, property damage

and general liability with \$2,000,000.00 aggregate. Such insurance policy or policies shall name the City as an additional insured thereon. Lessee shall furnish to the City Clerk a copy of certificates of insurance verifying the existence and amounts of insurance required in this agreement. No policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the City.

19. REMEDIES FOR DEFAULT. If default be made in the performance of any of the terms and conditions of this agreement by Lessee, then the City shall first give Lessee ten days' notice in writing specifying wherein he has failed to comply with this agreement and which said notice may be delivered to Lessee personally or sent to him by registered or certified mail, addressed as provided above. If sent by mail, said notice shall be deemed served upon Lessee upon the date it is deposited in the United States mail with postage prepaid, certified, or registered and addressed as above mentioned. If Lessee fails to correct such default within said ten-day period, then the City may immediately terminate this agreement and the right of Lessee to operate the motocross track.

20. ATTORNEYS FEES. In the event it becomes necessary for either of the parties to place this agreement in the hands of an attorney for enforcement of their rights hereunder after default of the other party or to institute suit for enforcement of their rights hereunder, then the party not in default, or the prevailing party in case of suit, shall be entitled to recover reasonable attorney's fees and costs from the other party, in addition to any other damages allowed by law.

21. NO ASSIGNMENT WITHOUT CONSENT. Lessee shall not assign this lease or agreement nor sublease any part of said property and premises, nor sponsor nor provide insurance coverage for an event to be held on the premises by any other

organization or group, without first obtaining the written consent of the City Council.

22. SURRENDER UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this agreement, or termination of this Agreement, Lessee shall surrender possession of the Premises to the City in the condition of the Premises at such expiration date, including any permanent improvements which Lessee placed or constructed on the Project. Such permanent improvements shall not be removed prior to such expiration or termination and shall revert to ownership and control of the City upon such expiration or termination.

23. MISCELLANEOUS PROVISIONS.

23.1 Modification. This Agreement may be modified or amended only by a written duly executed by both parties.

23.2 Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho.

23.3 Heirs and Assigns. This Agreement and the terms and conditions hereof shall apply to and are binding upon the heirs, executors, administrators, and assigns of the parties hereto.

23.4 Merger and Integration. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

23.5 Performance. The failure of a party hereto to insist upon strict performance or observation of the Agreement shall not be a waiver of any breach or of any terms or conditions of the Agreement by the other party.

23.6 Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

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

CITY OF MOUNTAIN HOME, IDAHO
a municipal corporation

By _____
Rich Sykes, Mayor

ATTEST:

By _____
Tiffany Belt, City Clerk

Jason Davis, Lessee

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

On this ____ day of January, 2025, before me, the undersigned, a Notary Public in and for said State personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and Clerk, respectively, of the City of Mountain Home, Idaho, the 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 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 _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Jason Davis, an individual, 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: _____
My commission expires:

Exhibit A

Motocross Track



Legend

 Motocross fence line



500 ft

EXHIBIT B

Lease formula for Motocross at Optimist Park

Per lease agreement motocross operates as follows from March through October of each year:

Practice

Thursday's from 4 pm -10 pm

Saturday's from 8am -1 pm

**No operations will be allowed from Sunday to Sunday during the fourth week of June each year.*

Base Formula (all formulas refer to base formula)

365 Days a year X 12 hour operational day = 4,380 operational hours a year

4,380/24 hours in a day = 182.5 days a year

182.5 days a year X \$25.00 (City of Mtn. Home current park rental fee for ½ day park rental) = \$4,562.50

Lease formula for Motocross operation

Thursday practice = 34 days X 6 hours a day = 204 hrs. of Thursday operation a year

Saturday practice = 34 days X 5 hours a day= 170 hrs. of Saturday operation a year

204 + 170 = 374 total motocross operational days

374/4,380 (base formula) = 0.0853881 % of the year

0.0853881 X \$4,562.50 (base formula) rounded to nearest dollar = **\$390.00 cost to operate for the year.**

EXHIBIT C

RELEASE OF LIABILITY

In consideration of being permitted to use and participate in events, including, but not limited to, practices, races, and coming and going, at the motocross track at Optimist Park, in the City of Mountain Home, Idaho, I, _____, for myself, my spouse, my children, my legal representatives, heirs and assigns, hereby release, waive and discharge the City of Mountain Home, Idaho, its officers, agents, employees and insurers, from any and all liability for loss or damage, and any claims or damages, on account of death, injury or damage to me or my property, whether caused by the negligence of the City of Mountain Home, its officers, agents, employees or otherwise, while I am using and participating in events, including, but not limited to, practices, races, and coming and going, at the motocross track at Optimist Park in the City of Mountain Home, Idaho.

I assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of the City of Mountain Home or otherwise while participating in events, including, but not limited to, practices, races, and coming and going, at the motocross track at Optimist Park in the City of Mountain Home, Idaho.

I agree to INDEMNIFY and HOLD HARMLESS the City of Mountain Home, Idaho, for any costs or liabilities, which it may incur as a result of my participating in events, including, but not limited to, practices, races, and coming and going, at the motocross track at Optimist Park in the City of Mountain Home, Idaho.

I acknowledge and agree that I have carefully read this Agreement, that I fully understand the same, and that I freely and voluntarily execute the same. I understand that I may seek independent advice prior to signing this Agreement. I understand that this Agreement is binding on my spouse, heirs, personal representatives, assigns and me and that this Agreement has important legal consequences. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

Dated this ____ day of _____, 20____.

Signature

Print Name

Address: _____

EXHIBIT D

RELEASE OF LIABILITY
(for a Minor)

In consideration of our child being permitted to use and participate in events, including, but not limited to, practices, races, and coming and going, at the motocross track at Optimist Park in the City of Mountain Home, Idaho, we, _____ and _____, husband and wife, (herein referred to as "Parents") as parents (or legal guardians) of _____, a minor child, (herein referred to as "Minor") do hereby release and discharge the City of Mountain Home, Idaho, its officers, agents, employees and insurers, from and against all liability or damage to the Minor, his/her legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Minor or resulting in the death of the Minor, whether caused by the negligence of the City of Mountain Home, its officers, agents, employees or otherwise, arising out of or the result of participating in events, including, but not limited to, practices, races, and coming and going, at the motocross track at Optimist Park in the City of Mountain Home, Idaho.

Parents agree to INDEMNIFY, DEFEND and HOLD HARMLESS the City of Mountain Home, Idaho, its officers, agents, employees and insurers, from and against all claims, demands or suits that the Minor has or may have, either before or after he/she has reached majority.

Parents acknowledge and agree that we have carefully read this Agreement, that we fully understand the same, and that we freely and voluntarily execute the same. Parents understand that we may seek independent advice prior to signing this Agreement. Parents further understand that this Agreement is binding on us, the Minor, his/her heirs, personal representatives and assigns and that this Agreement has important legal consequences. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

Dated this ____ day of _____, 20__.

Signature of Parent

Signature of Parent

Print Name of Parents

Address: _____

EXHIBIT E

OPTIMIST PARK MX TRACK ACCIDENT WAIVER REGISTRATION AND RELEASE OF LIABILITY FORM MOTOR VEHICLE ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

As consideration for being allowed to participate in the event(s) described below I agree:

1. I acknowledge that motor vehicle, including motorcycles and all off road, activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of rider's equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, Optimist Park MX Track and its owners, families, directors and employees. These risks are not only inherent to riders, but are also present for passengers, spectators and volunteers. I hereby assume all of the risks of participating, viewing and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all possible liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my action, civil or otherwise.

2. I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge that this Accident Waiver Registration and Release of Liability form will be used by the event holders, sponsors and organizers of any event(s), in which I may participate and that it will govern my actions and responsibilities at said events. I certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the event(s) operate my motor vehicle under the influence of any narcotic, alcohol or drug. I certify that I have fully adequate insurance to cover all medical claims, the motor vehicle and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into Optimist Park MX Track, and my return to my final destination. I further certify that I have all the insurance required by law and I am licensed and competent to operate a motor vehicle in a safe manner and my license has all motorcycle/off road endorsements or certificates required by my state of residence.

3. In consideration of my being permitted to practice and/or operate on the premise at Optimist Park MX Track in all events, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Optimist Park MX Track owners, officers, family members, directors, employees, ride organizers, sponsors, representatives, agents, volunteers, employees and (B) indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other

individuals or entities as a result of any of my actions during this facility. Accordingly, I do hereby release and discharge Optimist Park MX Track owners, officers, family members, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and its employees from all claims, demands, and causes of action of every kind whatsoever for any death, damages and /or injuries which may result from my participation in this facility. This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illnesses during the event(s). I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.

5. I certify I will wear the personal protective equipment while operating my motor vehicle at this facility that is or may be required by the United States and/or any state in which my participation occurs and that my motor vehicle and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner or any manner disruptive to the operation at Optimist Park MX Track event(s). The engine displacement of my motorcycle meets the minimum size allowed for participation.

6. I agree to pay for all expenses (including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I may incur) intending that Optimist Park MX Track shall be totally free of such costs and expense.

7. As additional consideration for being allowed to participate in the event(s) described below, I hereby assign to Optimist Park MX Track any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against Optimist Park MX Track owners, officers, family members, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and its employees, or may have against entities and individuals listed in this paragraph whether directly or through third parties. The intent of the parties is that Optimist Park MX Track owners, officers, family members, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and its employees and agents shall be liability free with regard to anything in any way connected with the event.

8. I hereby release Optimist Park MX Track from any and all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Waiver, Release and Assignment of Claims in its entirety. My signature below indicates that I fully understand it and agree to its contents.

Participant's Signature

Date

Participant's Name
(Please print legibly.)

Age

Parent/Guardian Signature
(If under 18 years old, Parent or Guardian must also sign.)

Date: _____

Emergency Contact & Phone Number

Email Address

Bike #



RESOLUTION NO. #02-2025R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MOUNTAIN HOME, IDAHO, APPROVING THE LEASING OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF MOUNTAIN HOME TO JASON DAVIS, AN INDIVIDUAL, AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THE LEASE WITH JASON DAVIS.

WHEREAS, the City is the owner of a motocross track in Optimist Park in Elmore County, Idaho, and,

WHEREAS, said real property has been used as a motocross track in the past by the City, and,

WHEREAS, it is the intent of the City to lease said property to Jason Davis for the use of a motocross track for the 2025 and 2026 seasons, and,

WHEREAS, the real property is not needed for any other City purpose and will not be needed for any other City purpose in the foreseeable future, and,

WHEREAS, the City desires to enter into the Agreement that is attached hereto as Exhibit A and by this reference made a part hereof, NOW, THEREFORE;

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Mountain Home, Idaho, as follows:

1. That the City of Mountain Home, Idaho, enter into the Agreement attached hereto as Exhibit A and by this reference made a part hereof with Jason Davis, an individual, thereby leasing to the Jason Davis the real property described in said Agreement upon the terms and conditions contained in said Agreement.

2. That Mayor, Rich Sykes, and City Clerk, Tiffany Belt, be and they are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mountain Home, Idaho, the Agreement with Jason Davis, that is attached hereto.

PASSED by the Council of the City of Mountain Home, Idaho, and approved by the Mayor this ____ day of January, 2025.

OLD BUSINESS

Video Livestream and Recording Of Meetings

***1-6-4 (G) Video Livestream and Recording of Meetings:**

(1) The following bodies shall livestream and record all Regular and Special public meetings in an audio-visual video format:

- (a) The City Council of Mountain Home, Idaho
- (b) The Planning and Zoning Commission of Mountain Home, Idaho

(2) It shall be required that the bodies listed in subsection (1) conduct livestreaming and make video recordings of meetings under subsection (1) publicly available within 1 business day after the meeting through broadcast on the officially chosen City platform, with a link to the recording on the City website if not one in the same. If the **board** ██████ does not maintain a website that is upload capable, it shall maintain a social media page or video capable publication platform. In all cases the link to view the recording shall be free from cost to access.

(3) The requirements of this section apply only when a body listed in subsection (1) is acting on a matter over which the Council or Commission has supervision, control, jurisdiction, or advisory power at a public meeting as defined in Idaho Code that has been publicly noticed as required by I.C. § 74-204

(4) For the bodies listed in subsection (1) that maintain minutes as required by Idaho Code, the video recordings created pursuant to this section are not required to be the official record of the meeting.

(5) Neither body is required to disrupt or reschedule a meeting if there is a technological failure of the meeting video recording. Exceptions and Remedies:

(a) If the video recording is not able to be made available online, the Clerk shall prominently post a notice in the same manner as a notice of a public meeting and shall post a notice at all locations where the meeting recording links are available. The notice must explain the reason the meeting was not recorded and describe the steps taken to remedy the failure prior to the next meeting.

~~(b) In the instance of a technological failure which causes livestreaming and/or video to not be available, audio-only recordings shall be uploaded in the place of the video, until full video capacity is restored.~~

(c) Executive Session agenda items under I.C. § 74-206 are exempt from video requirements of this section.

**Local ordinance title/chapter may be subject to change*

ORDINANCE NO. 1804

AN ORDINANCE OF THE CITY OF MOUNTAIN HOME, IDAHO, AMENDING TITLE 1, CHAPTER 6, SECTION 4 OF THE MOUNTAIN HOME CITY CODE OF MOUNTAIN HOME, IDAHO, BY ADDING SUBSECTION G ENTITLED “VIDEO LIVESTREAMING AND RECORDING OF MEETINGS” AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
MOUNTAIN HOME, IDAHO as follows:

SECTION 1: That Section Title 1, Chapter 6, Section 4(G) of the City Code of Mountain Home, Idaho, be and the same is hereby amended to provide as follows:

1-6-4(G): VIDEO LIVESTREAMING AND RECORDING OF MEETINGS:

(1) The following bodies shall livestream and record all Regular and Special public meetings in an audio-visual video format:

(a) The City Council of Mountain Home, Idaho

(b) The Planning and Zoning Commission of Mountain Home, Idaho

(2) It shall be required that the bodies listed in subsection (1) conduct live streaming and make video recordings of meetings under subsection (1) publicly available within 1 business day after the meeting through broadcast on the officially chosen City platform, with a link to the recording on the City website if not one in the same. If the body does not maintain a website that is upload capable, it shall maintain a social media page or video capable publication platform. In all cases the link to view the recording shall be free from cost to access.

(3) The requirements of this section apply only when a body listed in subsection (1) is acting on a matter over which the Council or Commission has supervision, control, jurisdiction, or advisory power at a public meeting as defined in Idaho Code that has been publicly noticed as required by I.C. § 74-204

(4) For the bodies listed in subsection (1) that maintain minutes as required by Idaho Code, the video recordings created pursuant to this section are not required to be the official record of the meeting.

(5) Neither body is required to disrupt or reschedule a meeting if there is a technological failure of the meeting video recording. Exceptions and Remedies:

(a) If the video recording is not able to be made available online, the Clerk shall prominently post a notice in the same manner as a notice of a public meeting and shall post a notice at all locations where the meeting recording links are available. The notice must explain the reason the meeting was not recorded and describe the steps taken to remedy the failure prior to the next meeting.

(b) Executive Session agenda items under I.C. § 74-206 are exempt from video requirements of this section.

SECTION 2: This ordinance or summary thereof shall become effective upon its passage, approval and publication.

PASSED by the City Council of the City of Mountain Home, Idaho, this ____ day of January 2025.

APPROVED by the Mayor of the City of Mountain Home, Idaho, this ____ day of January 2025.

Rich Sykes, Mayor

ATTEST:

(SEAL)

Tiffany Belt, City Clerk

1-6-4: MEETINGS:

Current:

F. City Council Agendas: As the presiding administrative official, the Mayor shall determine the agenda of all regular meetings and any special meeting. However, one-half ($\frac{1}{2}$) plus one (1) of the members of the full city council shall have the power to add actionable and discussion items or to amend any agenda as provided by law. The City Council shall determine the agenda for any special meeting initiated pursuant to Idaho Code § 50-706. The agenda may consist of the following, but not necessarily in the following order:

Proposed:

F. City Council Agendas: As the presiding administrative official, the Mayor shall determine the agenda of all regular meetings and any special meeting. However, any council member shall have the authority to add actionable and discussion items to any agenda. One-half ($\frac{1}{2}$) plus one (1) of the members of the full city council shall have the authority to amend any agenda as provided by law. The City Council shall determine the agenda for any special meeting initiated pursuant to Idaho Code § 50-706. The agenda may consist of the following, but not necessarily in the following order:

1-6-4: MEETINGS:

A. **Regular Meetings:** The City Council shall hold regular meetings at such place in the City as is designated in the notice, at five o'clock (5:00) P.M. and thereafter until further action of the Council, as follows: the second and fourth Tuesdays of each month unless such day be a legal holiday, in which event such meeting shall be held on the day following such holiday. The City Council may cancel or change the date of a meeting for good cause upon a motion of the Council. The Mayor of the Council may convene the Council at any time.

B. **Special Meetings:** The mayor or a majority of the council shall have the power to call special meetings of the city council, the object of which shall be submitted to the council members in writing at least twenty four (24) hours before the meeting. Notice of the meeting shall also be posted.

C. **Meetings Open To The Public:** All meetings of the council shall be open to the public, except that executive sessions may be closed pursuant to Idaho Code section 74-206.

D. **Presiding Officer:** In the event of the mayor's absence, the council meetings shall be presided over by a council president to be selected by the council from its members each January. Such position shall rotate yearly.

E. **Meetings Using Telecommunications Devices:** Meetings of the city council may be conducted using telecommunications devices which enable all council members participating in the meeting to communicate with each other. Such devices may include, but are not limited to, telephone or video conferencing devices and similar communications equipment. Participation by a member of the city council through telecommunications devices shall constitute presence in person by such member at the meeting; provided, however, that at least one member of the city council or the mayor shall be physically present at the location designated in the meeting notice, as required under section 74-204, Idaho Code, to ensure that the public may attend such meeting in person. The communications among members of the city council must be audible to the public attending the meeting in person and the members of the council.

F. **City Council Agendas:** As the presiding administrative official, the Mayor shall determine the agenda of all regular meetings and any special meeting. However, one-half ($\frac{1}{2}$) plus one (1) of the members of the full city council shall have the power to add actionable and discussion items or to amend any agenda as provided by law. The City Council shall determine the agenda for any special meeting initiated pursuant to Idaho Code § 50-706. The agenda may consist of the following, but not necessarily in the following order:

1. Call to Order/Roll Call Attendance.
2. Proclamations and presentations.
3. Recognizing Persons in the Audience.
4. Conflict of Interest Declaration.
5. Consent agenda.
6. Public hearings.
7. Old business.
8. New business.
9. Workshops.
10. Staff reports and discussion.
11. Council reports and discussion.
12. Executive session.
13. Adjourn meeting. (Ord. 1636, 8-24-2015; amd. Ord. 1737, 3-14- 2022; Ord. 1771, 4-10-2023)

Tiffany Belt

From: Jenny Wirkkala
Sent: Thursday, January 9, 2025 3:24 PM
To: Scott Harjo; Tiffany Belt; Becky Garvey; Daniel Brennan - Personal
Subject: Re: Agenda item request # 2

I agree to add this to the agenda as well.

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From: Scott Harjo <sharjo@mountain-home.us>
Sent: Thursday, January 9, 2025 3:12:42 PM
To: Tiffany Belt <tbelt@mountain-home.us>; Jenny Wirkkala <jwirkkala@mountain-home.us>; Becky Garvey <bgarvey@mountain-home.us>; Daniel Brennan - Personal <daniel.brennan@live.com>
Subject: Re: Agenda item request # 2

I agree to have this second request added to this agenda.

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From: Daniel Brennan <daniel.brennan@live.com>
Sent: Thursday, January 9, 2025 3:09:56 PM
To: Tiffany Belt <tbelt@mountain-home.us>; Scott Harjo <sharjo@mountain-home.us>; Jenny Wirkkala <jwirkkala@mountain-home.us>; Becky Garvey <bgarvey@mountain-home.us>
Subject: Agenda item request # 2

Tiffany,

I would like to formally request a topic for the January 14th city council meeting.

I would like an action item to amend city ordinance # 1-6-4 (F) City Council Agendas.

Thank you,

-Brennan

Sent from my T-Mobile 5G Device
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NEW BUSINESS



Task:

- Research the questions posed by Councilman Harjo, regarding the city billing for services provided by the MHFD.

Research Findings/Data:

- The Idaho State Fire Marshal's Office, through State Statute, sets limits on what can be charged, how much can be charged and who can bill for services. The state, **Idaho Cooperative Mobilization Agreement (ICMA)** establishes these fee limits. The individual FD does not have the authority to establish their own billing/fee schedule. Fees charged are based off standard and established response and staffing guidelines.
- Of 8 valley departments surveyed (Boise, Meridian, Eagle, Nampa, Caldwell, Star, Middleton & Kuna), none charge for standard response services. Speaking with the Idaho State Fire Marshal, less than 10% of departments in Idaho charge for standard services. Of those, most all are fully volunteer with no municipal funding. Those that do charge, only charge for some EMS provided services and Specialized Rescues.
- Speaking with Alysia Alkire (County Billing Dept) and Chief Janousek, Glens Ferry Fire Chief, of services that are billed for, the rate of reimbursement is less than 33%. It takes roughly 30 minutes of administration time for each invoice.
- State Statute would require, that once a billing fee schedule is drafted, City Council would have to approve the draft. After this a public notification of "Intent to Charge" would have to be published. Then a public hearing would be required, followed by council approval. An ordinance would have to be drafted with the categories for billable services.
- The FD would be required to create and adopt a set of Standard Operating Guidelines (SOG's) and a set of Standard Operating Procedures (SOP's) that would define the applicable fees, establish the circumstances for billing, and the allowable fees.

- An administrator would be needed, to handle the billing and accounting for invoicing. A collection company would need to be retained to handle collections.

MHFD Response Data:

- In 2024 the MHFD responded to the following calls that could fall under a billable category.
 - Building Fires - 4
 - Vehicle Fires - 8 (6 of these were ITD calls and reimbursed by the State)
 - Vehicle Extrications - 0
 - Unauthorized Burning - 1
 - Hazmat/Gas Leak calls
 - City Fiber hits - 2+
 - Weather related - 1
 - Construction Hits - 5
 - Nuisance False Alarms - 0 (3 or more in a 12-month period) (already have a policy for this)
 - Specialized Rescues - 0
- If the MHFD billed for the above services based off the ICMA Fee Schedule, we would have been able to bill for approximately \$2,500.00 for services provided. With a recoup rate of 33% we would have received approximately \$850.00 in compensation, and we would have spent approximately 6-man hours of administrator time to accomplish this.

MHFD's Response & Recommendations

- We have several concerns regarding the notion of "Billing for Services."
 - We already have citizens not calling 911 for fear of being charged for our response.
 - This will only increase in occurrence once the word gets out that we are billing taxpayers.
 - We have seen significant fires that should have been called in but were not.
 - This could be dangerous and potentially life threatening.
- We believe that this would be negative PR or the City and the FD as the perception would be that taxpayers are already paying for our service and then we are billing them again.
 - This was the case in 2013 when the Jerome Fire Chief and City administrator both resigned under pressure, following the city billing a

local business owner for the fire departments response to a structure fire in downtown Jerome.

- We already have a Nuisance Alarm policy in place that has only been utilized 3 times in the last 15 years. (Hacker Middle School, MH Junior High and Ashley Manor)
- It is our feeling that IF we move forward with something, that the list be very specific and limited. This would include any unauthorized burning that ends up out of control, non-resident vehicle fires, extrications, commercial hazmat incidents, gas leaks caused by not calling #811, digging to close or that extend beyond an hour. We could also bill for specialized rescues and continue with our nuisance policy.
- The FD would determine when and if a response is billed. This cannot be a blanket policy established by the city. There must be some leeway in billing, but it must be consistent.



Levels of Billing (proposed)

Authorized Burning – when a resident is burning with a permit, and we are inadvertently dispatched, or the fire becomes out of control. **NONBILLABLE**

Unauthorized Burning – occurs when the fire department is dispatched to a fire that is a controlled burn but was not called in and the resident does not have a permit. **CITATION**

Out of Control, Unauthorized Burn – occurs when an unauthorized burn becomes out of control and a response is required to extinguish the fire. This also applies to any individual that is burning illegal objects (as defined by the DEQ/EPA) and the department must extinguish the fire. **MANDATORY**

Motor Vehicle Level I – dispatched to a vehicle that did not have a fire, and no spill containment is required. **NONBILLABLE**

Motor Vehicle Level II – when any vehicle accident/event requires the use of absorbents for clean-up or containment. **OPTIONAL**

Motor Vehicle Level III – is billed when any vehicle is involved, and fire department suppression is required. **BILLABLE**

Motor Vehicle Level IV – is applied when extrication tools are used to remove a victim that cannot be removed without the use of tools. **BILLABLE**

HAZMAT– includes engine response, first responder assignment, perimeter establishment, evacuation and command establishment. This includes LP Gas leaks that occur during construction or digging. (does not apply if digging occurred after contacting locating company and lines are mismarked) **MANDATORY**.

False Alarms – policy already established for this.

Specialized Rescue – when a technical rescue occurs, and a victim must be rescued using specialized tools listed in the technical rescue inventory. **OPTIONAL**



The following is a list of services that the MHFD provides to the Elmore County Land Use and Building Department for Fire Code interpretation and enforcement. The list includes the associated fees that the city collects for these services through its permitting process. The list includes an estimated frequency that these services are provided monthly, based on a yearlong records review.

Commercial Construction plan review and associated inspections	\$150.00
Fire Suppression System plan review/inspections (base fee, other fees may apply)	\$100.00
Fire Alarm System plan review/inspections (base fee, other fees may apply)	\$75.00
Commercial Kitchen Hood plan review/inspections	\$100.00
Daycare Inspection	\$20.00
Fuel Tank/Gas Station installation/removal (per tank)	\$75.00
Commercial plan review (other)	\$75.00
Tenant Improvement	\$100.00
Business Fire C of O inspection	\$23.50
Wood Stove/Fireplace	\$23.50
Mobile Food Vendor	\$45.00
Residential Solar	\$23.50*
Special/Miscellaneous Inspection (per ½ hour)	\$23.50
Non-City Residential plan review	\$45.00*

The MHFD estimates that it performs an average of 10 reviews for plans that are within the Mountain Home Rural Fire Protection District and another 7 reviews outside of that jurisdiction but within Elmore County.

*Denotes services most frequently provided for the county.

Note: a commercial plan review such as the new proposed Maverick (at exit 90) is quite extensive. We have already held 3 phone conversations, multiple email exchanges with developers and contractors and had a Zoom call before even seeing a set of plans. We have reviewed the preliminary site plans and have provided a written plan review to the County. This will be followed by, follow-up reviews for the site as well as plans reviews for the alarm system, fuel tank installations and the fuel pumping dispensers as well as EV charging stations. There will be at least 6 inspections over the time of the construction and up to the final inspection.

ORDINANCE NO. 1804

AN ORDINANCE OF THE CITY OF MOUNTAIN HOME, IDAHO, AMENDING TITLE 1, CHAPTER 6, SECTION 4 OF THE MOUNTAIN HOME CITY CODE OF MOUNTAIN HOME, IDAHO, BY ADDING SUBSECTION G ENTITLED “VIDEO LIVESTREAMING AND RECORDING OF MEETINGS” AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOUNTAIN HOME, IDAHO as follows:

SECTION 1: That Section Title 1, Chapter 6, Section 4(G) of the City Code of Mountain Home, Idaho, be and the same is hereby amended to provide as follows:

1-6-4(G): VIDEO LIVESTREAMING AND RECORDING OF MEETINGS:

(1) The following bodies shall livestream and record all Regular and Special public meetings in an audio-visual video format:

(a) The City Council of Mountain Home, Idaho

(b) The Planning and Zoning Commission of Mountain Home, Idaho

(2) It shall be required that the bodies listed in subsection (1) conduct live streaming and make video recordings of meetings under subsection (1) publicly available within 1 business day after the meeting through broadcast on the officially chosen City platform, with a link to the recording on the City website if not one in the same. If the body does not maintain a website that is upload capable, it shall maintain a social media page or video capable publication platform. In all cases the link to view the recording shall be free from cost to access.

(3) The requirements of this section apply only when a body listed in subsection (1) is acting on a matter over which the Council or Commission has supervision, control, jurisdiction, or advisory power at a public meeting as defined in Idaho Code that has been publicly noticed as required by I.C. § 74-204

(4) For the bodies listed in subsection (1) that maintain minutes as required by Idaho Code, the video recordings created pursuant to this section are not required to be the official record of the meeting.

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(a) If the video recording is not able to be made available online, the Clerk shall prominently post a notice in the same manner as a notice of a public meeting and shall post a notice at all locations where the meeting recording links are available. The notice must explain the reason the meeting was not recorded and describe the steps taken to remedy the failure prior to the next meeting.

(b) Executive Session agenda items under I.C. § 74-206 are exempt from video requirements of this section.

SECTION 2: This ordinance or summary thereof shall become effective upon its passage, approval and publication.

PASSED by the City Council of the City of Mountain Home, Idaho, this ____ day of January 2025.

APPROVED by the Mayor of the City of Mountain Home, Idaho, this ____ day of January 2025.

Rich Sykes, Mayor

ATTEST:

(SEAL)

Tiffany Belt, City Clerk



Outlook

Re: Item added to the January 28th Council Meeting

From Daniel Brennan <daniel.brennan@live.com>

Date Wed 1/22/2025 10:57 PM

To Scott Harjo <sharjo@mountain-home.us>; Jenny Wirkkala <jwirkkala@mountain-home.us>; Mayor <mayor@mountain-home.us>; City Council <council@mountain-home.us>; Tiffany Belt <tbelt@mountain-home.us>

As always, I agree to have this item on the agenda.

-Brennan

Sent from my T-Mobile 5G Device

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From: Scott Harjo <sharjo@mountain-home.us>

Sent: Wednesday, January 22, 2025 3:46:22 PM

To: Jenny Wirkkala <jwirkkala@mountain-home.us>; Mayor <mayor@mountain-home.us>; City Council <council@mountain-home.us>; Paul Fitzer <pjf@msbtlaw.com>; Tiffany Belt <tbelt@mountain-home.us>

Subject: Re: Item added to the January 28th Council Meeting

I agree to have this as an agenda item

Thanks,
Harjo

From: Jenny Wirkkala <jwirkkala@mountain-home.us>

Sent: Wednesday, January 22, 2025 1:45 PM

To: Mayor <mayor@mountain-home.us>; City Council <council@mountain-home.us>; Paul Fitzer <pjf@msbtlaw.com>; Tiffany Belt <tbelt@mountain-home.us>

Subject: Item added to the January 28th Council Meeting

Hello all,

I would like to add action item/ discussion to January 28th city council meeting.

"A resolution of the city council of Mountain Home supporting state legislation on exemption of income tax on military pensions."

I will bring a printed resolution for all to review.

Thank you,

Councilwoman Wirkkala

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Ordinance

ORDINANCE NO. 1804

AN ORDINANCE OF THE CITY OF MOUNTAIN HOME, IDAHO, AMENDING TITLE 1, CHAPTER 6, SECTION 4 OF THE MOUNTAIN HOME CITY CODE OF MOUNTAIN HOME, IDAHO, BY ADDING SUBSECTION G ENTITLED “VIDEO LIVESTREAMING AND RECORDING OF MEETINGS” AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
MOUNTAIN HOME, IDAHO as follows:

SECTION 1: That Section Title 1, Chapter 6, Section 4(G) of the City Code of Mountain Home, Idaho, be and the same is hereby amended to provide as follows:

1-6-4(G): VIDEO LIVESTREAMING AND RECORDING OF MEETINGS:

(1) The following bodies shall livestream and record all Regular and Special public meetings in an audio-visual video format:

(a) The City Council of Mountain Home, Idaho

(b) The Planning and Zoning Commission of Mountain Home, Idaho

(2) It shall be required that the bodies listed in subsection (1) conduct live streaming and make video recordings of meetings under subsection (1) publicly available within 1 business day after the meeting through broadcast on the officially chosen City platform, with a link to the recording on the City website if not one in the same. If the body does not maintain a website that is upload capable, it shall maintain a social media page or video capable publication platform. In all cases the link to view the recording shall be free from cost to access.

(3) The requirements of this section apply only when a body listed in subsection (1) is acting on a matter over which the Council or Commission has supervision, control, jurisdiction, or advisory power at a public meeting as defined in Idaho Code that has been publicly noticed as required by I.C. § 74-204

(4) For the bodies listed in subsection (1) that maintain minutes as required by Idaho Code, the video recordings created pursuant to this section are not required to be the official record of the meeting.

(5) Neither body is required to disrupt or reschedule a meeting if there is a technological failure of the meeting video recording. Exceptions and Remedies:

(a) If the video recording is not able to be made available online, the Clerk shall prominently post a notice in the same manner as a notice of a public meeting and shall post a notice at all locations where the meeting recording links are available. The notice must explain the reason the meeting was not recorded and describe the steps taken to remedy the failure prior to the next meeting.

(b) Executive Session agenda items under I.C. § 74-206 are exempt from video requirements of this section.

SECTION 2: This ordinance or summary thereof shall become effective upon its passage, approval and publication.

PASSED by the City Council of the City of Mountain Home, Idaho, this ____ day of January 2025.

APPROVED by the Mayor of the City of Mountain Home, Idaho, this ____ day of January 2025.

Rich Sykes, Mayor

ATTEST:

(SEAL)

Tiffany Belt, City Clerk

MEMORANDUMS FROM STAFF



city of
Mountain Home
Fire Department

Date: 1.21.2025
Subject: Request to Purchase
From: Mark D. Moore

To: Mayor Sykes and Council

The Mountain Home Fire Department is requesting to purchase a 2025 Chevrolet Silverado 3500 that is currently in stock at Con Paulos Chevrolet in Jerome.

This vehicle will be purchased with funds approved in our 2024/2025 fiscal year budget line #01.423.99.00. We have budgeted \$75,000.00, and the vehicle is priced at \$73,385.00.

When the request to purchase is approved, we will gather all of the needed purchasing information.

Respectfully,

A handwritten signature in black ink that reads "Mark D. Moore".

Mark D. Moore

To: Mayor Sykes and City Council
Fr: Shasta Hochstrasser, Library Director
Dt: January 24, 2025
Re: CIP – Computer Lab
Mayor and Council,

As a courtesy I am writing a memo to inform you of a recent change in the CIP that was needed due to a price adjustment regarding the estimate for the computer lab.

Prices have increased since the estimate so I went over each item cost with City IT to see where we could cut costs. Although we were able to lower the final estimate, it was still \$4,389.38 over the original amount.

I then presented the updated estimate to the January Library Board meeting and proposed that part of the CIP funding that was designated for Commons Furniture be utilized to compensate the additional \$4,389.38. City IT justified this be a priority due to Windows 10 being deprecated and no longer updated following October 2025. While many computers can be updated from Windows 10 to Windows 11, all of the computers in the library cannot be upgraded resulting in a major cyber security risk that would expose the library to threats that we would not be able to defend against.

The Library Board agreed with this proposal and although the city council liaison was also present during the board meeting, I wanted to make the rest of the city council aware of this decision.

We're excited to bring this updated replacement benefit to our patrons after having utilized equipment way past its prime. Please let me know if you have any questions.

Sincerely,



Library Director Shasta Hochstrasser



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

January 17, 2025

RE: Data Tel – City Wide Phone System

This memo serves as a notice that we have begun the process of updating the city phone system, which is currently outdated and has no longer serviceable equipment. Implementation should begin in early February city-wide; the City IT Manager will coordinate with city staff and vendors to complete the project.

Respectfully,

Tiffany Belt
City Clerk
Tbelt@mountain-home.us
(208)587-2104



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

January 17, 2025

RE: Purchase of Backup Appliances

This memo serves as a notice to proceed with the purchase of backup appliances for the City IT management systems. The remaining information is provided via the City IT Manager.

Our backup system is currently aging and has three components - a library backup appliance (expires 1/9/26), a city hall backup appliance (expired), and a police backup appliance (expired). These appliances are critical to our backup strategy - they backup our servers onsite and then to the cloud, ensuring data redundancy and speed of restore. In addition, we can restore backups directly on these appliances, and the appliances test our backups once a day to ensure the backups actually work.

As we are separating from Allied, our backups need to be looked at. Since two of them are expired, we have two that can be replaced. I have discussed with our main IT solutions vendor, among others, and determined that the best fit for cost, performance, and capabilities would be two unitrends appliances. These appliances are net cheaper per month than our current subscription to Allied; they have more storage, they back up locally to the cloud, perform tests on the backups, alert on failures, and satisfy security requirements. In addition, they integrate well with our current IT solutions. I recommend that we proceed with the quote provided to us and then cancel our current backup contract with Allied. We will keep the old backup appliances around for at least one year to ensure our backups are kept.

Tiffany Belt
City Clerk
Tbelt@mountain-home.us
(208)587-2104

Prepared By: Eric Antmann
Date: 24-Jan-2025
Quote Valid Until: 12-Feb-2025
Payment Terms: Upon Receipt

Bill To:
Brandon Inscio
City of Mountain Home
160 S 3rd E St
Mountain Home, ID 83642
United States

Ship To:
Brandon Inscio
City of Mountain Home
160 S 3rd E St
Mountain Home, ID 83642
United States

One Time										Start Date: 12-Feb-2025
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
CNS-UNI-SUREESSE NTIALS-QS	QuickStart Professional Services for Backup Implementation	One Time	N/A	1,043.90	35%	678.54	2	1,357.07	One Time	1,357.07
Description: Includes one (1) Unitrends Certified Administrator seat and up to one (1) remotely delivered session of up to two (2) hours with a Services Consultant to cover UI walkthrough, retention, encryption, RTO/RPO goals. Intended for a deployment on up to one (1) appliance of up to forty (40) TB, five (5) assets, and one (1) database. Ship To: Brandon Inscio										
CNS-UNI-HELIX	Professional Services for Helix	One Time	N/A	328.90	35%	213.79	1	213.79	One Time	213.79
Description: Includes Helix agent provisioning for automated backup remediation on up to one (1) appliance. Ship To: Brandon Inscio										
CNS-UNI-CLD	Professional Services for Cloud Replication Onboarding	One Time	N/A	273.90	35%	178.04	2	356.07	One Time	356.07
Description: Includes up to one (1) remotely delivered session of up to one (1) hour with a Services Consultant to configure replication to the cloud and review restore procedures on up to one (1) appliance. Ship To: Brandon Inscio										
SubTotal:										USD 1,926.93

Annual										Start Date: 12-Feb-2025
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
FC-1RCCaS-500-A	Forever Cloud 500GB 1 Year Retention Annual Subscription	Annual	12-Feb-2025-11-Feb-2028	770.00	40%	462.00	20	9,240.00	3 Years	27,720.00
Description: Forever Cloud 500GB -1 Year Retention - Annual Subscription Ship To: Brandon Inscio										
RS-HELIX-12-UNT-A	Helix add on resiliencesrv Recvry Series Appls w 12 TB	Annual	12-Feb-2025-11-Feb-2028	2,192.00	100%	0.00	2	0.00	3 Years	0.00
Description: Helix add-on resilience service for Recovery Series Appliances with 12 TB Useable Capacity. Sold per appliance as a SaaS based Subscription. Ship To: Brandon Inscio										
SubTotal:										USD 27,720.00

Annual Unitrends Recovery Series Backup Appliance 12TB										Start Date: 12-Feb-2025
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
S-UB-12TB-RS-0	Support for Unitrends Recovery Series 12TB Model	Annual	12-Feb-2025-11-Feb-2028	6,279.00	60%	2,511.60	1	2,511.60	3 Years	7,534.80
Description: Support for Unitrends Recovery Series 12 TB Model Ship To: Brandon Inscio										
SubTotal:										USD 7,534.80

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Annual Unitrends Recovery Series Backup Appliance 12TB										Start Date: 12-Feb-2025
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
S-UB-12TB-RS-0	Support for Unitrends Recovery Series 12TB Model	Annual	12-Feb-2025-11-Feb-2028	6,279.00	60%	2,511.60	1	2,511.60	3 Years	7,534.80
Description: Support for Unitrends Recovery Series 12 TB Model										
Ship To: Brandon Insko										
									SubTotal:	USD 7,534.80

Annual Amount :USD 14,263.20

Total Quote Amount: USD 44,716.53

**Applicable Taxes will be applied upon invoicing*

***Terms < 1 may reflect higher price per period than Total Quote Amount*

Please review shipping schedule at the end of this document prior to accepting Quote

By clicking the "I Accept this Quote" button below (or accepting this Quote through any other means), I confirm that: (i) I am placing an order for the products and services described in the Quote; (ii) the use, purchase, distribution or other activities related to the products and services, as well as any related relationship with Kaseya, is subject to the Kaseya Master Agreement, which can be found at <https://www.kaseya.com/legal/kaseya-master-agreement/>; (iii) I hereby agree to the terms and conditions of the Kaseya Master Agreement (iv) and, any other terms or conditions, such as those on my purchase order or other document that is not sent by Kaseya, will not apply and will have no force or effect.

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SHIPPING SCHEDULE				
Start Date	SKU	Quantity	Deliver To	Address
12-Feb-2025	S-UB-RS-9012-HDW	1	Brandon Insko	160 S 3rd E St Mountain Home ID 83642 United States; binsco@mountain-home.us
12-Feb-2025	S-UB-RS-9012-HDW	1	Brandon Insko	160 S 3rd E St Mountain Home ID 83642 United States; binsco@mountain-home.us
12-Feb-2025	FC-1RCCaS-500-A	20	Brandon Insko	160 S 3rd E St Mountain Home ID 83642 United States; binsco@mountain-home.us

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