CITY OF HAYDEN IDAHO

Memo

To: Mayor and Hayden City Council

From: Dulci Kau, PE, City Engineer

Date: 9/16/2026

Agenda Item: Approval of Project Funding Agreement for the Civic Center Master Plan

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Agenda Item Location
Consent

Background and Recommended Action or Motion
Council approved the agreement to hire Bernardo Wills to perform the master planning effort for a proposed Civic Center. This agreement allows the City to request reimbursement from the Hayden Urban Renewal Area (HURA) in the amount of $34,987. $17,113 would remain as the City's contribution to the project upon execution of this agreement.

Staff recommends City Council approve the Project Funding Agreement for the Civic Center Master Plan with HURA.

Functional Impact of Authorizing
Approval will allow the City to receive $34,987 in reimbursement from HURA for the project's design costs.

Functional Impact of Not Authorizing
If not approved, the City will be solely responsible for fulfilling the contract amount of $52,100 with Bernardo Wills.

Fiscal Impact
This agreement authorizes HURA to reimburse the City for $34,987 of the design of the Project.

Attachment
Project Funding Agreement

PROJECT FUNDING AGREEMENT
Civic Center Master Plan Project

THIS AGREEMENT is executed this September 14, 2026, by and between the **City of Hayden** (the "City"), an Idaho municipal corporation, and the **Hayden Urban Renewal Agency** (the "Agency"), an Idaho urban renewal agency, established by the City as an independent public body.

WHEREAS, the City is authorized under Idaho Code Title 50, Chapters 20 and 29, to establish an urban renewal agency by resolution and to adopt urban renewal plans, revenue allocation areas, deteriorated area declarations, and to provide improvements within an urban renewal plan area for the benefit of the public;

WHEREAS, the City adopted Resolution 2005-18 to establish the Agency as the City's independent urban renewal agency with the powers authorized under Idaho Code Title 50, Chapters 20 and 29;

WHEREAS, the City adopted Ordinance 406 establishing the Hayden Urban Renewal District (the "District") and Plan along with a revenue allocation area;

WHEREAS, the Plan was amended in 2025 to expand the District and update proposed projects therein, one of which is a civic center project; and

WHEREAS, the City has entered into an agreement with Bernardo Wills for the development of a Master Plan for a civic center that is the subject of this Agreement (the "Project");

NOW THEREFORE, IN CONSIDERATION of the mutual goals and consideration to be derived by the parties, the parties enter this understanding as follows:

ARTICLE I: DESCRIPTION AND DESIGN OF PROJECT

1.1. Description and Purpose of Project: The Project is for development of a Master Plan for a civic center. The total Project cost is $52,100.00. All work to accomplish the intended purpose is included within the scope of the Project.

ARTICLE II. REIMBURSEMENT OF PROJECT COSTS

2.1. Reimbursable Project Costs: The Agency agrees to reimburse the City for Project costs as described above in a total amount not to exceed $34,987.00, beginning after the City has incurred Project costs in the amount of $17,113.00. The City agrees to manage costs, consistent with contractual and legal requirements, to limit Project costs increases to the extent practical.

2.2. Source and Timing of Repayment: The Agency agrees to make reimbursements for the Project after receiving sufficient documentation of incurred costs by utilizing tax increment funds attributable to the District as they become available. The Agency will reimburse the City after satisfying any reimbursement due to any other party for existing Agency obligations. The Agency agrees to advise the City on a semi-annual basis of the status of outstanding repayment obligations and the accrued tax increment or other sources available to reimburse or make payments for the Project.

2.3. Termination of Repayment Obligation: The parties acknowledge that the District has a finite life, and that all reimbursements/payments must be completed prior to the District's maturity date of December 31, 2029. The City also understands and acknowledges that any costs or other obligations associated with the Project which are not documented and provided to the Agency in sufficient time to be paid prior to the maturity date of the District, may not be reimbursed and will not be an obligation or liability of the Agency.

ARTICLE III. MISCELLANEOUS

3.1. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City to the Agency.

3.2. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

3.3. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.

3.4. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

3.5. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement. Each party shall be responsible for its own costs of any mediation and the parties shall equally split the fees of the mediator.

3.6. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

3.7. 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 will be entitled to its reasonable attorney's fees and related costs of enforcement.

3.8. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County or the United States District Court for the District of Idaho and may not thereafter be removed to any other state or federal court.

3.9. No Third Party Beneficiaries: The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

IN WITNESS WHEREOF, the City of Hayden has caused this Agreement to be executed by its Mayor and City Clerk, and the Hayden Urban Renewal Agency has caused this Agreement to be executed by its Chairperson and Secretary, to be effective the day and year first above written.

CITY OF HAYDEN	**HAYDEN URBAN RENEWAL AGENCY**
By: ____________________	By: ____________________
Alan Davis, Mayor	**Ronda Mitchell, Chairperson**
Attest:	
____________________	____________________
Abbi Sanchez, City Clerk	**Colin Meehan, Secretary**