



Memo

To: Mayor and Hayden City Council
From: Alan Soderling, Public Works Director
Date: 05.12.2026

Agenda Item: Authorize a contract with Buczak's Spray Service, LLC dba Panhandle Spray Service for weed control services.

Agenda Item Location

Consent

Recommended Action or Motion

Motion: Move to authorize a contract with Buczak's Spray Service, LLC dba Panhandle Spray Service for weed control services at City parks and select right-of-way sites.

Functional Impact of Authorizing

Authorizing this contract will initiate the annual weed control measures that are necessary for City parks and select right of way areas.

Functional Impact of Not Authorizing

If this is not authorized, the annual treatment of City parks and select right-of-way areas will not occur, which will lead to greater infiltration of weeds and adverse impacts on landscaped areas and overall park and right of way aesthetics. The proliferation of weeds may result in greater weed control expenses in the future.

Fiscal Impact

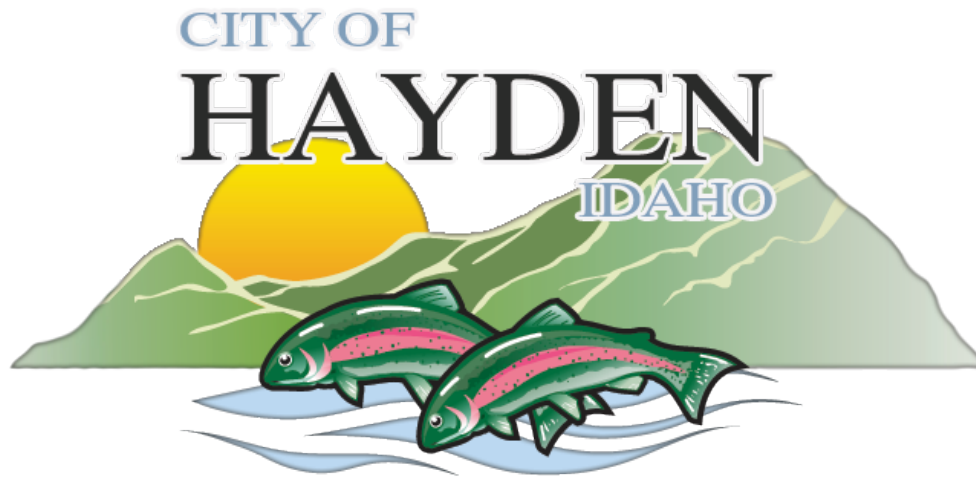
This action will be at a cost not to exceed \$10,815 and is an annual costs that is anticipated in the budget.

Budget Funding Source

GL 110-541-56502 - Fertilizer & Weed Control

Attachments

Panhandle Spray Service Contract
Exhibit A – Service Quote from Panhandle Spray Service



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and Buczak's Spray Service, LLC, dba Panhandle Spray Service, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform labor, equipment, and materials necessary to complete weed control services at Honeysuckle Beach, H1 Lift Station, McIntire Park, Stoddard Park, Finucane Park, Broadmoore Park, Croffoot Park, and roadside weed control services on Hayden Avenue from US 95 to Government Way, along Government Way from Centa to Miles Avenue, and the roundabout at 4th Street and Honeysuckle Avenue.

CONTRACTOR agrees to provide all materials, services, and any necessary permits for the project(s) at the locations cited in accordance with attached quote in Exhibit A. The Contractor agrees to provide a Performance Bond for weed control services.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by July 1, 2026.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Exhibit A in the amount of \$10,815 itemized as presented in Exhibit A. The Contract shall not exceed \$10,815 without prior authorization from the City Council.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent CONTRACTOR of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property to the extent such is caused by the

negligent acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

11. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

12. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

13. Certification that Company is Not Currently Owned or Operated by the Government of China. Pursuant to Idaho Code section 67-2359, CONTRACTOR certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

DATED this 6 day of May, 2026.

ENTITY:

CITY OF HAYDEN

By: _____

Alan Davis, Mayor

ATTEST:

Abbi Sanchez, City Clerk

CONTRACTOR:

By: Buczak's Spray Service dba Panhandle spray se

Its: Greg Buczak/Owner

WITNESS:

Meagan Besser-Buczak

Panhandle Spray Service

P.O. Box 576
Post Falls, ID 83877
(208) 660-8233
panhandlesprayservice@gmail.com



Estimate

ADDRESS
Bill Davis
City Of Hayden
8930 N. Government
Hayden, ID 83835

ESTIMATE 1063
DATE 04/22/2026
EXPIRATION DATE 05/22/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/22/2026	Herbicide Acreage Application	Labor, Equipment and Herbicides for application to control broadleaf weeds. . Honeysuckle Beach H1 Station McEntire park + Ball field Stoddard Park Finucane Park Broadmore Park Croffoot Park	64	150.00	9,600.00
04/22/2026	Roadside Spraying	Labor, Equipment and Herbicides for application to control broadleaf weeds Hayden Ave - US 95 to Govt way Turning circle 4th st Govt way- Centa to miles ave	4.50	200.00	900.00
05/05/2026	Performance Bond	3% of value of work being done	1	315.00	315.00

Our Work Is Guaranteed

TOTAL

\$10,815.00

Accepted By

Accepted Date

Killing Weeds While Growing Relationships

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