AGENDA OF THE CITY COUNCIL MEETING
FOR THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO

Tuesday, August 25, 2026

Regular Meeting: 5:00 PM
Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

CALL TO ORDER
ROLL CALL OF COUNCIL MEMBERS
PLEDGE OF ALLEGIANCE
ADDITIONS OR CORRECTIONS

1. **CONSENT CALENDAR** ***All items on the Consent Calendar are Action Items***
   A. Approval of August 11, 2026 City Council Meeting Minutes

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

DRAFT MINUTES OF THE CITY COUNCIL MEETING
FOR THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO

Tuesday, August 11, 2026

Regular Meeting: 5:00 PM
Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

CALL TO ORDER
Mayor Davis called the meeting to order at 5:01 PM.

ROLL CALL OF COUNCIL MEMBERS
Present: Ed DePriest, David Erickson, Matthew Roetter, Tom Shafer.

PLEDGE OF ALLEGIANCE
Mayor Davis asked David Erickson to lead the pledge of allegiance.

ADDITIONS OR CORRECTIONS
None

1. **CONSENT CALENDAR** ***All items on the Consent Calendar are Action Items***
   - A. Approval of July 14, 2026 City Council Meeting Minutes
   - B. Approval of July 28, 2026 City Council Meeting Minutes
   - C. Approval of PZE-26-0035 Monaghan Estates Subdivision Master Development Agreement
   - D. Approval of Clearwater Financial, LLC Consulting Services Agreement
   - E. Approval of Welch Comer & Associates Engineering Services Agreement for construction staking for the Ramsey Road & Hayden Avenue Temporary Signal Project
   - F. Approval of LaRiviere, Inc Change Order No. 2 for the Honeysuckle Avenue and Ramsey Road Roundabout Project
   - G. Acceptance of the Grant of Easement, Dedication of Right-of-Way, and Associated Infrastructure from 5HCAC Investments, LLC
   - H. Acceptance of the Grant of Easement and Dedication of Right-of-Way from Michael Wendland
   - I. Approval to Award Bid to and Contract with Thorco, Inc. for the Ramsey Rd - Hayden Ave Temporary Traffic Signal Project
   - J. Ratification of the July 2026 Payroll
   - K. Ratification of Bills Paid
   - L. Bills for Payment

   MOTION: Council Member Roetter moved to approve the consent calendar as presented. Council President DePriest provided the second.

ROLL CALL VOTE:	
Council Member Erickson	Yes
Council Member Shafer	Yes
Council President DePriest	Yes
Council Member Roetter	Yes

   The motion was approved by a unanimous vote in favor.

2. VISITOR/PUBLIC COMMENT (3-minutes maximum)
Mayor Davis opened public comment by addressing misunderstandings spreading on social media about two agenda items.

He clarified that nuisance abatement is far more complex than just "weeds," and encouraged citizens to ask city staff or council members for accurate information. He emphasized the council's effort to balance property rights with community safety.

Regarding ALPRs [Automatic License Plate Reader], he stated that Hayden has no government ALPRs, none are planned, and the council is not debating installing them. Tonight's discussion simply acknowledges their existence. While people are welcome to comment, the issue online is not the issue before the council.

Todd Herman, non-Hayden resident, thanked the council for discussing surveillance concerns and warned that Flock's ALPR system is part of a larger data-monetization model. He cited high volumes of third-party data requests and said some cities are effectively selling residents' behavioral data. He cautioned that such systems could enable future fees or expanded surveillance.

He urged the council to either avoid ALPRs entirely, use only city-controlled cameras with strict access limits, or, if ever considering Flock, demand tightly restricted, license-plate-only data access. He predicted Flock would reject those limits. He closed by noting widespread public concern and thanking the council for the conversation.

Michelle Davis, Hayden resident, expressed concerns about ALPRs as a nationwide Fourth Amendment issue. She argued that although Hayden has no government ALPRs, private companies collecting this data still track and profile people, bypassing constitutional protections. She warned that such surveillance threatens freedom of movement and could enable future harassment by countywide law enforcement. Ms. Davis asked what policies will be put in place to protect residents long-term, noting that the mayor's current stance won't apply once his term ends. She thanked the council and concluded her remarks.

Deborah Rose, non-Hayden resident, noted that while the city isn't considering ALPRs right now, such cameras can sometimes help prove innocence or identify suspects. She shared a personal experience where footage could have cleared her of an accusation. She emphasized that ALPRs read license plates, not faces, and urged the council to remember both the benefits and risks if they ever revisit the idea. She highlighted the importance of limiting data access, citing issues in other cities where outside agencies sought ALPR data for unintended purposes. She concluded by encouraging a balanced approach.

Eric Seely, Hayden resident, spoke about privacy and government surveillance. He referenced biblical ideas of respecting privacy and connected them to Fourth Amendment protections. He noted that security practices since 9/11 show how privacy can be reduced over time and emphasized the need to balance safety with personal freedom. Mr. Seely suggested the city consider adopting a resolution to guide future councils if Hayden intends to avoid ALPRs or similar surveillance systems. He stated his general opposition to expanded government monitoring and encouraged maintaining Hayden's current level of privacy.

Amy McCamly, Hayden resident, explained that she had previously raised the topic of

ALPRs after seeing other cities address surveillance concerns, including Post Falls adopting a no-camera policy. She said her Facebook post simply invited residents to attend the council meeting and share their views, not to claim Hayden was planning ALPRs. Ms. McCamly referenced the mayor's online comments, clarifying the city has no ALPRs and no plans for them, and reiterated her belief that policy should be created to ensure that remains true in the future.

She also addressed comments made by council members on Facebook, saying she felt her name had been misrepresented and that she had been characterized negatively. She described blocking one commenter due to personal interactions and expressed concern that some posts from council members contributed to division within the community. She concluded by urging greater unity and clarity.

Suzanne Knutson spoke as a board member of Specialized Needs Recreation (SNR), thanking the City of Hayden for its ongoing support. She introduced Kade Johnson, a Hayden resident and active SNR participant, noting he attends programs five days a week and participates in evening groups, sports, and special events.

Suzanne shared that Kade hosted a gathering of SNR participants at his home and highlighted several upcoming SNR activities, including the annual Gems and Jeans fundraiser, a pickleball tournament benefiting SNR, and a community kickball event. She invited the council and public to participate and provided the organization's website for more information.

3. UNFINISHED BUSINESS

A. *ACTION ITEM* Mended paragraph in Hayden City Code 4-1-3 [Nuisance] Violation; Penalty

The council reviewed an amendment to the nuisance ordinance removing misdemeanor penalties, including jail time. Staff explained that remaining penalties are civil fines: up to $1,000 for an initial court-determined violation and up to $2,000 for repeat violations within two years. Fines are discretionary and determined by a judge.

Staff described the enforcement process: a complaint is filed, staff investigates, and the property owner receives notice and time to comply. Staff works with owners over several weeks or months, offering agreements to achieve compliance. If an owner fails to comply, the city may remedy the issue and bill the owner as agreed. As a last step, a citation may be issued and the matter referred to the prosecutor.

Council members asked whether fire hazards, such as un-mowed fields during high-risk fire seasons, should be addressed within the nuisance ordinance or through a separate policy. Staff noted existing language already covers dangerous conditions generally, but broader wildfire-related issues involve larger land-use and safety considerations. Council continued discussing whether additional fire-related policy development may be needed but agreed it was outside the scope of the specific action item.

MOTION: Council Member Erickson move to approve the mended paragraph. Council President DePriest provided the second.

ROLL CALL VOTE:
Council Member Shafer Yes
Council Member Roetter Yes

Council President DePriest	Yes
Council Member Erickson	Yes

The motion was approved with a unanimous vote in favor.

B. *ACTION ITEM* Ordinance Adopting Amendments to Hayden City Code Titles 2, 4, 7, 8 and 9

MOTION: Council President DePriest moved to read the ordinance by title only, suspend the rule of reading it in full on three separate dates, and to approve the first reading. Council Member Erickson provided the second.

ROLL CALL VOTE:	
Council Member Shafer	Yes
Council Member Roetter	Yes
Council Member Erickson	Yes
Council President DePriest	Yes

The motion was approved by a unanimous vote in favor.

Mayor Davis read ordinance by title only.

MOTION: Council Member Roetter moved to adopt the ordinance on having passed its first reading by title only and that it be published by summary, incorporating the title as the core of the summary upon passage. Council President DePriest provided the second.

ROLL CALL VOTE:	
Council Member Erickson	Yes
Council Member Shafer	Yes
Council President DePriest	Yes
Council Member Roetter	Yes

The motion was approved by a unanimous vote in favor.

4. NEW BUSINESS

A. *ACTION ITEM* Special Needs Recreation Presentation

City Administrator Lisa Ailport introduced the presentation, noting that Hayden partnered with Specialized Needs Recreation (SNR) in 2007 to support recreation programs for residents with special needs. Lindsay Patterson, SNR's executive director, described SNR's mission to provide year-round recreational, social, and life-skills programs for individuals ages eight and up, emphasizing values of belonging, confidence, independence, and connection.

She outlined SNR's four program areas, including adult life groups, Camp Allstars for youth, evening groups, sports programs, and a new after-school pilot launching in the fall. Participation has continued to grow, exceeding previous years, leading SNR to expand its facility and rely heavily on transportation resources for community outings.

Lindsay reviewed SNR's funding model, including grants, program fees, donations, fundraising, and municipal support. She noted that Hayden residents represent

about 16% of participants but the city provides about 8% of municipal funding, presenting this as an opportunity for future consideration rather than criticism.

She then shared SNR's "Building Belonging" campaign, a plan to construct a purpose-built recreation center at Cherry Hill in Coeur d'Alene, designed to meet growing demand with expanded activity spaces, sensory rooms, a teaching kitchen, and improved accessibility. Lindsay explained that community support and donations have already helped advance the project.

She concluded by emphasizing the long-term value of a dedicated facility for individuals with disabilities and thanked the council for their continued partnership. Council members offered brief comments and appreciation.

B. *ACTION ITEM* Hayden Area Regional Sewer Board Fiscal Year 2027 Draft Budget

Ken Windram, Hayden Area Regional Sewer Board Wastewater Treatment Plant Administrator, presented the Hayden Area Regional Sewer Board Fiscal Year 2027 draft budget. He opened with a brief overview of the plant's role in treating wastewater before it is discharged to the Spokane River or applied at the reuse farm, emphasizing the importance of keeping non-flushable items out of the system due to frequent pump blockages and their associated costs.

Mr. Windram outlined the proposed budget, which increases by roughly $300,000 from the previous year. He explained the main drivers of the increase: a 4% cost-of-living adjustment for employees, rising insurance costs, necessary roof repairs at the facility, higher laboratory costs due to tariffs, and permit-related expenses for the reuse farm. Some costs have decreased, including sludge removal (due to improved dryer performance) and farm labor (thanks to new equipment).

The largest increase is in engineering, tied to the development of a required facility plan to support long-term system needs in a growing community. Mr. Windram also noted reduced entity-related testing requirements under a new discharge permit, resulting in lower testing expenses for this permit cycle.

Council asked clarifying questions about testing changes and expressed appreciation for his team's work. Mr. Windram affirmed that compliance testing continues under updated permit requirements.

Council member Roetter, Hayden's representative on the Hayden Area Regional Sewer Board (HARSB), read a memorandum explaining the city's position on the Fiscal Year 2027 HARSB budget. He stated that Hayden, Kootenai County, and the Hayden Lake Sewer District each vote on the budget. The Hayden Lake Sewer District required an addendum as a condition of approval, and Hayden disagrees with the district's budgeting approach.

The memorandum asserted that the district's positions are shortsighted, increase long-term risk to the treatment facility, and do not align with the joint powers agreement requiring all members to fund adequate maintenance and capacity. Mr. Roetter noted ongoing concerns about limited remaining plant capacity and emphasized that a critical upgrade of the H-3 lift station has funding for design but not for construction, despite its importance.

The memo also criticized the district for using budget negotiations to bypass established decision-making processes, contributing to project delays. Despite these

issues, Mr. Roetter explained the city must approve the budget because rejecting it could prevent HARSB from paying staff and operating, creating severe consequences for all members. Hayden therefore supports the flawed budget to avoid a shutdown.
Mr. Roetter requested the council's support to adopt the FY 2027 HARSB budget, including the district's addendum, and asked for direction to forward the memorandum to the HARSB board for its records.

MOTION: Council Member Roetter moved to approve the resolution adopting HARSB fiscal year 27 budget including the addendum by the Hayden Lake Sewer District provided the city of Hayden's position statement is included to HARSB board members for recording keeping purposes. Council President DePriest provided the second.

DISCUSSION: The council sought clarification about the addendum's contents. It was explained that the addendum outlines how certain funds must be allocated and restricts spending in specific areas, including the absence of funding for construction of the H-3 lift station, an upgrade considered important for achieving full treatment-plant capacity.

The council noted that agreeing to the addendum is necessary for the budget to move forward but signing it does not signal agreement with the reasoning behind it. The memorandum accompanying the motion is intended to document the city's differing position and prevent future interpretation that acceptance of the addendum equals endorsement.

Members commented that the situation effectively leaves the board with limited options, as failing to pass the budget could disrupt HARSB operations, including paying staff and maintaining service. It was noted that the required addendum places the other HARSB partners in a difficult position, but approving the budget remains necessary to avoid operational harm.

The council concluded discussion with no further comments and prepared to proceed with the motion.

ROLL CALL VOTE:	
Council Member Shafer	Yes
Council Member Erickson	Yes
Council President DePriest	Yes
Council Member Roetter	Yes

The motion was approved by a unanimous vote in favor.

C. *ACTION ITEM* Review and Discuss Artificial Intelligence Policy
The council reviewed a proposed policy for the use of artificial intelligence (AI) within city operations. Staff explained that the policy was developed internally to ensure city records remain accurate, particularly regarding images or content that could be mistaken for real events if generated by AI. The policy is intended as an initial framework that will be updated as technology evolves.

It was clarified that only the city's in-house AI tools, specifically Microsoft 365 Copilot, would be permitted, and that externally accessible AI systems that draw from the open internet would not be allowed. The policy emphasizes proper training,

safeguarding sensitive and confidential information, and preventing data from being shared outside the city's secure environment.
Council members discussed the benefits of AI when used appropriately, noting its potential to improve efficiency and reduce staff workload. They supported establishing guardrails to ensure safe, responsible use within the city.

MOTION: Council Member Erickson moved to direct staff to submit the proposed artificial intelligence policy for approval as a resolution, to be brought back to the council for formal adoption. Council President DePriest provided the second.

ROLL CALL VOTE:	
Council Member Roetter	Yes
Council Member Shafer	Yes
Council President DePriest	Yes
Council Member Erickson	Yes

The motion was approved by a unanimous vote in favor.

D. Recognition and Consideration of Community Concerns Regarding Automatic License Plate Recognition (ALPR) Cameras

The council held a discussion to acknowledge public concerns about ALPRs, with the understanding that Hayden does not use this technology, has no plans to implement it, and is not considering its adoption. The purpose was to hear perspectives, clarify the city's stance, and consider whether future policy or safeguards are needed.

Council members expressed general agreement that the technology raises privacy concerns, including potential tracking of residents' movements, data collection by private companies, and misuse in other jurisdictions. Examples from other cities and law-enforcement agencies were discussed, including both benefits to public safety and documented problems such as misidentification and external access to collected data. Several members emphasized the importance of maintaining public trust and avoiding surveillance practices that could erode it.
Some comments addressed the tone of public discourse online, noting that extreme or threatening language surrounding the topic was concerning and underscored the need for responsible communication.

The council discussed whether Hayden should formalize its position through a policy statement or code provisions to prevent future implementation of ALPRs. Members agreed that the next step is to consult with legal counsel to determine what options are available and what authority the city has. The council will revisit the issue after receiving that guidance.

5. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport reported that much of the evening's council discussion reflected ongoing staff work. As the city approaches adoption of the FY 2027 budget, staff also needs to review proposed fee increases for the upcoming fiscal year. To support this, staff requested that the council hold a workshop on September 1 to review fees before they are published for the required public hearing. The goal is to complete this process before the start of the fiscal year so anticipated revenues can be collected immediately upon adoption. Other than this update, there were no additional items to report.

B. Mayor/Council

Mayor Davis highlighted upcoming community events, encouraging residents to attend the city's ongoing summer concert series and a movie night in the park scheduled for August 21. These activities were promoted as opportunities to enjoy Hayden and connect with the community.

Councilmembers were asked if they had updates from their various boards or commissions. No additional reports were provided.

6. REQUEST FOR FUTURE AGENDA ITEMS

Mayor Davis noted that no new future agenda items had been requested. A council member asked whether the Public Safety Commission should be formally tasked with reviewing the Matrix Consulting Group's final report once it is released at the end of the month. It was clarified that this review was already planned, either through a special meeting or at the commission's next regularly scheduled meeting, depending on timing. Because the review will occur automatically, no additional future agenda request was needed.

7. ADJOURNMENT

Before adjournment, a council member noted they would be out of town for the August 25 meeting and asked whether a quorum would still be present. Remaining members confirmed they planned to attend.

The meeting was adjourned at 6:30 p.m.

_____
Abbi Sanchez, City Clerk

_____
Alan Davis, Mayor

B. Approval of the Reappointment of Steve Meyer and Colin Meehan to the Hayden Urban Renewal Agency Board

CITY OF HAYDEN IDAHO

Memorandum for Record

To: City Council

From: Mayor Alan Davis

CC: Shawn Langenderfer, Deputy City Clerk

Date: August 25, 2026

Re: **Nomination for Re-Appointment to Hayden Urban Renewal Agency (HURA)**

Purpose

The following individuals are serving on the Hayden Urban Renewal Agency for the City of Hayden. Their term is expiring and they have indicated they would like to continue serving. Please re-appoint the following members to serve.

The following individuals are selected to be re-appointed to the **HURA**:

- Mr. Steve Meyer, Coeur d'Alene, ID 83814 – September 28, 2026 to December 31, 2031
- Mr. Colin Meehan, Hayden, ID 83835 – September 15, 2026 to December 31, 2031

C. Approval of SportSites, Inc. Customer Agreement for Online Registration Services

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: August 18, 2026

Agenda Item: Approval of FY2027 Sportsites, Inc. Customer Agreement

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
Staff recommends approval of the FY2027 Sportsites, Inc. Customer Agreement to provide online registration for the City of Hayden's recreation programs.

Functional Impact of Authorizing
To give some background, the City has contracted with SportSites, Inc. since 2012 to provide Recreation customers with an online registration option. In previous years, the Recreation Department did not have sufficient funding to pay the annual service fee. Instead, SportSites charged and received a convenience fee for each online transaction in order to utilize the program, and the City covered all associated debit and credit card processing fees.

As online registration has increased, the credit card processing costs have grown to nearly equal SportSites' regular annual service fee. To streamline the process, reduce staff time in the Recreation and Finance departments, and expedite payments to the City, Finance recommends transitioning these transaction fees to customers and have the City pay the SportSites annual fee itself. Therefore, the City requested that SportSites amend the agreement so that the City will pay an annual fee of $6,500, payable in quarterly installments.

Approval of the amended agreement will allow the Recreation and Community Events Department to continue offering online registration for its programs. Currently, an estimated 70% to 75% of participants register online.

Functional Impact of Not Authorizing
By not approving the agreement, the existing system and process would continue, staff time and costs to the customer would increase, and payments for registrations received would be less timely and take more time to process

Fiscal Impact
This fee has been included in the FY2027 budget, and therefore, there is no fiscal impact.

Budget Funding Source/Transfer Request
The agreement will be paid from GL#110-711-55905 (SportSites Registration Fees). Some of the cost of this agreement will be offset through program fees and sponsorships.

Attachment
FY2027 Sportsites, Inc. Customer Agreement

Customer Agreement
Hayden City

This Agreement ("Agreement") is entered and effective this 1st day of October, 2026, by and between SportSites, Inc., a Utah corporation with principal offices located at 762 South 1500 East, Pleasant Grove, Utah 84062 ("SportSites" or "Company") and the City of Hayden, a Municipality with principal offices located at 8930 N. Government Way, Hayden, ID 83835 ("City of Hayden"), presents:

W I T N E S S E T H :

WHEREAS, SportSites has developed a suite of online automated management tools and desires to provide its software and services to the City of Hayden; and

WHEREAS, the City of Hayden is a City which provides its citizens with numerous possible educational classes, recreational opportunities and the use of city facilities and resources and could greatly benefit from the online registration and automated administration services that SportSites can provide;

NOW THEREFORE, for good and valuable consideration outlined below, the parties agree as follows:

1. *Compensation.* The City of Hayden will remit to SportSites an annual subscription fee of $6,500 for unlimited use of SportSites' software, tools, and customer support. The annual subscription period shall run from October 1 through September 30. The annual subscription fee shall be invoiced quarterly in arrears, with each invoice representing one-quarter of the annual fee ($1,625), unless this Agreement has been terminated by either party. If terminated, the fee will be prorated to the date of termination and invoiced. Payment is due upon receipt of each invoice.

   1.2 *Quarterly Invoice Schedule.*

   December 31 – Services provided October 1 – December 31
   March 31 – Services provided January 1 – March 31
   June 30 – Services provided April 1 – June 30
   September 30 – Services provided July 1 – September 30

2. *SportSites Duties.* In order to provide a successful product experience, SportSites agrees that as part of the above listed compensation, it will perform the following duties to the reasonable satisfaction of the City of Hayden:

   2.1. *Support.* SportSites will provide reasonable training and technical support of its online software.

2.2. *Server Maintenance.* SportSites will acquire and maintain the hardware servers necessary to run all of the City of Hayden's programs. These servers will be located off site and shall be backed up daily to prevent data loss.

2.3. *General Conduct.* SportSites will at all times conduct itself in a professional and business-like manner. SportSites will not engage in any deceptive, misleading, illegal, or unethical business practice.

2.4. *Privacy.* The parties recognize that citizens who use the service have a reasonable expectation of privacy for personal information provided including name, address and phone numbers. In accordance with Title 63G chapter 2, Government Records Access and Management Act personal information provided constitutes protected records. The contractor will ensure that protected records:

2.4.1. will only be used for the performance of the contract with the City of Hayden;

2.4.2. will not be disclosed to any other person.

3. Termination.

3.1. *Unilateral Termination.* The City of Hayden may terminate this agreement at any time without cause upon 3 days written notice. SportSites may also terminate this agreement anytime without cause upon 90 days written notice. SportSites fees paid are considered earned when received and are not refundable.

3.2. *Termination for Default.* Any material breach of this Agreement by either party shall constitute a default if not cured within twenty (20) days after written notice of such breach is given. Upon default by either party, the other party may terminate this Agreement immediately upon written notice.

3.3. *Effect of Termination.* Upon termination, neither party shall have any further rights against the other except for money owed.

4. Limitation of Liability.

4.1. *Limitation of Liability.* Any provision contained herein to the contrary notwithstanding, in no event shall SportSites be liable for indirect, incidental or consequential damages under this agreement and in no event shall the liability of SportSites arising in connection with any its services (whether such liability arises from a claim based on contract, warranty, tort, or otherwise) exceed the actual amount paid by the City of Hayden to SportSites for such services.

5. *Miscellaneous.*

5.1. *Enforcement of Terms.* Failure by either party to this Agreement at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of such party's right to thereafter enforce each and every provision hereof.

5.2. *Governing Law.* This Agreement shall be governed in all respects, except its provisions for conflicts of laws, by the laws of the State of Utah. In the event of any dispute hereunder, the Parties agree to resolve the same through arbitration conducted by a single arbitrator under the commercial arbitration rules of Utah.

5.3. *Entire Agreement.* This Agreement supersedes and cancels all prior agreements, if any, between the parties and shall not be amended, altered, or changed except by a written agreement signed by both parties.

5.4. *Titles and Subtitles.* The titles and subtitles used in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

5.5. *Notices.* All notices and other communications hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, to the parties hereto at their respective addresses specified herein, subject to the right of either party to change its address by written notice.

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

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

SPORTSITES	**CITY OF HAYDEN**
By: _____	By: _____ Alan Davis, Mayor

D. Approval of CSG Forte Payment, Inc. Payment Processing Agreement of Online Registration Fees

Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: August 18, 2026

Agenda Item: Approval of CSG Forte Payments, Inc. Payment Processing Agreement

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
Staff recommends approval of CSG Forte Payments, Inc. Payment Processing Agreement to provide the processing of credit/debit card and ACH transactions for the City's online registration software through SportSites, Inc. under the Service Fee Model.

Functional Impact of Authorizing
Customers registering for Recreation programs online through SportSites, Inc. will pay a processing fee of 2.75% (minimum fee $2.25 based on volume) to CSG Forte Payments, Inc. for their credit and debit card transactions. As such, CSG Forte Payments, Inc. serves as the City's payment processor for all registrations for Recreation programs completed through SportSites, Inc.

CSG Forte Payments, Inc. will remit payments to the City for online Recreation registration revenues via ACH on a 24-hour basis. This process is much faster than the payment timeline previously provided by SportSites, Inc., offering better services for both customers and the City.

Functional Impact of Not Authorizing
By not approving the agreement, customers would incur higher transaction fees (3.75%) when paying through SportSites, Inc. instead of CSG Forte Payments, Inc., and the City would receive online recreation program revenues less quickly and regularly.

Fiscal Impact
Per the agreement, there would be no cost to the City for utilizing CSG Forte Payments, Inc. as its online registration processor. CSG Forte receives their revenue based on the service fees collected from the user. There is no expense to the City associated with this contract, and therefore, no fiscal impact.

Budget Funding Source/Transfer Request
There is no GL code or expense line item associated with this contract. CSG Forte Payments, Inc. receives their revenue based on the service fees collected from the user.

Attachment
CSG Forte Payments, Inc. Payment Processing Agreement

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.,** a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 ("FORTE" or "Party"), and _____, with its primary business address at _____ ("AGENCY" or "Party" or "Merchant"), and is effective upon the date last signed below (the "Effective Date"). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House ("ACH"), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents" or "Customer").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non- exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY's actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to the Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to AGENCY's Constituents in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII. as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of five (5) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term of the Agreement") unless either Party provides not less than thirty (30) days' prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY's receipt of Services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY's account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on AGENCY's account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY's receipt of Services prior to terminating AGENCY's account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

- **6.1.1 Sale Transactions**. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.
- **6.1.2 Authorization-Capture Transactions**. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible for processing only Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

- **6.2.1 Card Not Present Transactions**. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder's billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider subcontracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other accepted brand; and iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other accepted brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Customer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Constituent or Customer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an AGENCY-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an AGENCY-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's Agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Constituent or Customer shall constitute receipt of payment to AGENCY, extinguishing such Constituent or Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Constituent or Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Constituent's or Customer's payment, AGENCY's sole recourse shall be to FORTE, not such Constituent or Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of the Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of Authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its Agent shall retain or store magnetic-stripe data subsequent to Authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing Constituent's payment obligation to AGENCY as if Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and FORTE'S service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of the Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by Receiver; and (iii) AGENCY shall provide proof of Authorization to FORTE in compliance with applicable Rules for any Transaction upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

16. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

17. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure are due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

18. ASSIGNMENT
The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

19. CHOICE OF LAW
This Agreement shall be governed by and construed in accordance with the Laws of the state in which AGENCY is located without reference to choice of laws or rules.

20. AMENDMENT
Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

21. PUBLICITY
Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. NOTICE
Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

23. HEADINGS
The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. SEVERABILITY
Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS
This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

26. ELECTRONIC SIGNATURES.
Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

_____	**CSG FORTE PAYMENTS, INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

Template approved by CSG Legal - ED

APPENDIX A
DEFINITIONS

ACH Network. "ACH Network" or "Automated Clearing House Network" is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. "Acquirer" means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. "Affiliate" means a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent. "Agent" means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of AGENCY with the actual, implied or apparent authority of AGENCY.

Authorization. "Authorization" means a Transaction request on a Constituent or Consumer bank account or card account to confirm Constituents or Consumer's account is open, in good standing, and has sufficient funds to complete the submitted Transaction.

Business Banking Day. "Business Banking Day" means Monday through Friday excluding banking holidays.

Confidential Information. "Confidential Information" may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Consumer. "Consumer" means the individual end users, Constituents of AGENCY.

CPA. "CPA" or "Canadian Payment Association" is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. "Chargeback" means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. "Credit Entry" means an ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from AGENCY's Settlement Account (defined below).

Debit Entry. "Debit Entry" means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into AGENCY's Settlement Account (defined below).

Laws. "Laws" means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act ("BSA"), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control ("OFAC") and similar restrictions under US law, executive order, regulation or Rule (collectively, "Export Laws"), and Fair Credit Reporting Act and USA Patriot Act.

NACHA. "NACHA" or "National Automated Clearing House Association" is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. "ODFI" or "Originating Depository Financial Institution" means the financial institution that receives ACH Transactions from AGENCY through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. "Originator" means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. "Payment Network" means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as "Payment Association".

Payment Network Resources:
VISA Regulations (from VISA website): https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
MasterCard Rules (from MC website):
https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html
Discover rules (from Discover website):
http://www.discovernetwork.com/merchants/index.html
NACHA: www.nacha.org

PCI-DSS. "PCI-DSS" or "Payment Card Industry Data Security Standard" means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. "PII" means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer's physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver's license numbers and/or other government issued numbers. PII includes "Personal Data" as commonly defined by privacy laws.

RDFI. "RDFI" or "Receiving Depository Financial Institution" means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. "Receiver" means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. "Reserve" means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. "Rules" means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. "Settlement Account" means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. "Settlement Entry" means a Debit or Credit Entry to AGENCY's Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. "Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. "Users" mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY's systems, by using AGENCY's access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
    a. AGENCY must be properly established and registered in the United States.
    b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
    c. AGENCY must be in compliance with all Card Association Operating Regulations.
    d. AGENCY must submit inquiries only for those accounts with which it has an ongoing relationship and Constituent's authority to submit such payments.
    e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
    f. AGENCY must not submit inquiries on behalf of any other entity.
    g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D*
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this Appendix D shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

*For purposes of clarification, "Merchant" in this Appendix D shall be deemed to be "AGENCY."

APPENDIX E
INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a "Security Program" that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.

    a. Consumer Information. "Consumer Information" means collectively PII and Source Data, as defined below.

    b. Source Data. "Source Data" means data provided by AGENCY relating to AGENCY's account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY's behalf or otherwise necessary for a AGENCY's use of Forte's products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that AGENCY or FORTE has access to or collects such Source Data, each agrees that it does so solely on behalf of AGENCY and AGENCY's Consumer customers/Constituents pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.

4. Security Obligations.

    a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that with respect to such PII, FORTE shall gain possession of any ownership or other proprietary rights to the PII to which it will have access pursuant to this Agreement (if any). FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.

    b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the Parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).

5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY's Source Data including PII provided by AGENCY's Constituents, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY's Source Data to uses pursuant to the terms of the Agreement and to FORTE's bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.

   a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.

7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.

8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.

    a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law

    b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the Parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.

    c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.

    d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be AGENCY's sole and exclusive remedy for any such failure to cooperate.

10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1

PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.

PRICING FEE SCHEDULE

City of Hayden, ID

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.75% of the payment amount with a minimum fee of $2.25 based upon volume.

Electronic check – online WEB, and IVR, POS payments

Includes Forte Verification for known accounts.

$1.50 per transaction (includes Forte Validate Plus check verification solution)

E. Approval of PZE-25-0080 Sycamore Valley Subdivision Master Development Agreement

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: August 18, 2026

Agenda Item: PZE-25-0080 Sycamore Valley Subdivision Master Development Agreement

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
The City Council should approve the Master Development Agreement attached which memorializes the decision with conditions of the City Council with respect to the request identified above.

Functional Impact of Authorizing

Should the City Council approve the Master Development Agreement, then the applicant may submit construction plans in accordance with the decision for review and construction.

Functional Impact of Not Authorizing

Should the City Council not approve the Master Development Agreement, then the Council shall direct staff accordingly as to the next steps to submit the construction plans for review.

Fiscal Impact
Not Applicable

Budget Funding Source / Transfer Request
Not Applicable

Attachment
PZE-25-0080 Sycamore Valley Subdivision Master Development Agreement

After recording return document to:
Attn: City Clerk
City of Hayden
8930 N Government Way
Hayden, Idaho 83835

MASTER DEVELOPMENT AGREEMENT

FOR

SYCAMORE VALLEY SUBDIVISION (PZE-25-0080)

THE CITY OF HAYDEN, hereinafter the "City", a municipal corporation of the state of Idaho, 8930 N. Government Way, Hayden, Idaho 83835-9214, and Kulka Land LLC, 7995 Blue Diamond Rd, Suite 102 Box 111, Las Vegas, NV 89178, hereinafter "Developer", enter into this Master Development Agreement, hereinafter the "Agreement."

WHEREAS, Developer owns approximately 13.06 acres of real property in fee simple title located within the City of Hayden which Developer plans to develop. Said acreage is planned for major subdivision of 37 single family residential (R1) lots, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as Sycamore Valley Subdivision (hereinafter the "Project"). The Project is more specifically identified and described in Exhibit "A" and the General Site Plan, Exhibit "B", which are attached hereto and incorporated, as if fully set forth herein.

WHEREAS, in order to enhance and strengthen the public planning process it is the desire of the City and the Developer to establish conditions of approval and terms of mitigation, to describe the scope of construction improvements, to foster an understanding between the Developer and the City with regards to the development of the property described in Exhibit "A" and to assure the maximum effective utilization of the City's resources with the least economic cost to its residents.

WHEREAS, the City has complied with the notice and public hearing requirements for the subdivision approval, and approved the Sycamore Valley Subdivision with the conditions which are attached hereto and incorporated herein as Exhibit "C", on the 26th day of May 2026; and

WHEREAS the City has determined the Project is appropriate for a development agreement pursuant to Hayden Municipal Code Title 12, Chapter 7;

NOW THEREFORE,

IT IS HEREBY AGREED that subject to the review process for each phase of development, maintenance of continuing progress in development of the Project in compliance with the provisions of this Agreement, and the availability of utility capacity, Developer shall be allowed to develop the {Name} Subdivision as set forth.

1. Property and Term.

   1.1 Property Subject to this Agreement. All of the real property defined herein as the Project shall be subject to this Agreement.

   1.2 Term. The term of this Agreement shall commence upon the execution of this Agreement by all parties hereto and shall continue for the term of two years or until all land in the Project is subdivided and/or otherwise developed in accordance with the terms of this Agreement, whichever comes first, unless earlier terminated as provided herein, or the time for filing an application for final plat approval has been extended as provided Municipal Code Section 12-3-4. Nothing in this section is intended or shall be construed to supersede the City Code relating to the time for final plat application from the date of the subdivision's approval.

2. Project Regulations and Policies.

   2.1 Project Development. Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this

Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

2.1.1 Existing Approvals. Development of the Property shall be subject to all of the conditions and standards as set forth in Exhibit "C". The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations, and ordinances are expressly modified by the approvals accorded with the project.

2.1.2 Future Application. Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner which most closely approximates the approach envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees. All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

2.2 Final Plat Approval. During the course of development of the Project,

Developer will make application to City for approval of final plat maps for the Project in accordance with Hayden Municipal Code Title 12, Chapter 4. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps. Application for final plat shall be made within two years of preliminary approval by the City Council, May 26, 2028, unless an extension has been requested and granted by the City Council. All public and private infrastructures must be completed prior to final plat approval, except as otherwise provided herein. If approved by the City, the Developer may provide surety in accordance with Hayden City Code and section 2.02 of Exhibit "D" Construction Improvement Agreement for the completion of landscaping of non-stormwater treatment areas due to inclement winter weather conditions in lieu of completion of those improvements prior to the final plat approval.

2.3 Hold Harmless. Developer hereby agree to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the negligence, breach of this Agreement, or wrongful acts of the Developer, its contractors, or subcontractors in connection with the development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City or the City's agents and employees.

3. City's Good Faith In Processing.

3.1 Processing. City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

3.2 Permits. City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to demonstrated compliance with all provisions of applicable law and this Agreement.

4. Construction of Improvements.

4.1 Improvements to be Constructed. Developer shall construct the on-site and off-site improvements specified in Exhibit "C", and any other improvements required by the Hayden City Code.

4.2 Construction Improvement Agreement. Developer shall, at an appropriate time prior to commencement of construction of improvements on the Property, enter into a Construction Improvement Agreement in the form substantially similar to that attached hereto and incorporated as Exhibit "D" and shall comply with the terms of that Agreement once executed.

4.3 Public Street Closures When working within the public right-of-way the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City, which shall be strictly adhered to by the Developer.

4.4 Prior to performing any work in the public right of way the Developer will obtain the required encroachment permit(s) and comply with the insurance and surety requirements associated with the permit. Permits shall be required from the City of Hayden and Hayden Area Regional Sewer Board at a minimum.

4.5 Developer shall not proceed with construction of the subdivision, except for movement or stripping of topsoil, until construction plans have been approved, Construction Improvement Agreement has been executed and a

pre-construction conference has been completed between the Developer, Engineer of Record, General Contractor, and the City.

4.6 Prior to the City accepting the public improvements, Developer or Developer's construction contractor shall warrant the improvements for a period of 18 months and provide surety in the amount of the warranty guarantee to the City.

4.8 All construction improvements, including those for which surety has been provided, must be completed and accepted by the city prior to the issuance of any certificate of occupancy for building(s) constructed within the subdivision.

4.9 Landscaping of swales adjacent to (front, side, rear) individual building lots shall be a condition of any building permits issued for lots within the subdivision. Prior to the issuance of a certificate of occupancy the landscaping must be completed and constructed consistent with the landscaping plan and swale design approved by the City Engineer and the swale must have passed a perk test. This condition shall survive the term of the agreement contained in Section 1.2 and shall be in effect until such time as a certificate of occupancy has been issued for each of the building lots within the subdivision.

4.10 Work within the right of way that is part of the road infrastructure but is deferred until individual lot construction, in this case, final swale landscaping and drainage infrastructure, approaches, street trees, and irrigation systems; shall be guaranteed in accordance with Hayden City Code and shall be the responsibility of the right-of-way encroachment permittee as delineated therein.

5. Consistency with Comprehensive Plan. The parties agree that the terms of this Agreement are consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents.

6. Notices. Formal written notices or demands by the parties pursuant to this Agreement shall be sufficiently given if dispatched by certified mail, postage

prepaid, return receipt requested, to the offices of the City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designated by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Community Development Director of the City.

DEVELOPER
Kulka Land, LLC
7995 Blue Diamond Rd, Suite 102 Box 111
Las Vegas, NV 89178

CITY
Alan Davis, Mayor
City of Hayden
8930 N. Government Way
Hayden, ID 83835

MEADOW VISTA
Meadow Vista Development
7995 Blue Diamon Road Suite 102 Box 111
Las Vegas, NV 89178

7. Default, Remedies, Termination, and Review.

7.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than 30 days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such 30-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said 30 day cure period without cure, or if such cure cannot be accomplished within such 30 day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give

notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of it rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.

7.2 Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Kootenai County, Idaho and the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.

7.3 Termination for Unforeseen Circumstances. If City determines that the health, safety and general welfare of the city or its residents requires the modification, suspension or termination of this Agreement as a result of facts either unknown or unforeseeable at the time this Agreement was executed, the city may modify, suspend or terminate this Agreement following compliance with the following procedures.

7.3.1 City shall notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based.

7.3.2 City shall hold a hearing on the City's determination that this Agreement should be modified, suspended or terminated and provide notice of the time and place of the hearing to the Developer

and copies of all documents relating to such determination no less than 14 days prior to such hearing.

7.3.3 City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known: (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. Developer shall have the right to offer evidence to the contrary.

7.3.4 In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended.

7.3.5 If such threat is immediate and substantial, the city may suspend project development immediately in order to protect the public interest.

7.3.6 These procedures shall not apply when the unforeseen circumstance is a change in laws or regulations imposed by any political entity other than the City.

7.4 Governmental Authority. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Hayden, present or future.

8. Subsequent Laws as Superseding Terms.

8.1 Supersedure by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this

Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

9. Mortgagee Protection; Certain Rights of Cure.

9.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any

improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

9.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. If City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the rights during the same period available to Developer to cure or remedy the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

10. Transfers and Assignments.

10.1 Right to Assign. Developer shall have the right to sell, assign or transfer, any or all of its rights, duties and obligations under this Agreement, to any person or entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of that party's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law so long as Developer owns the Property.

10.2 Release Upon Transfer. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 10.1 above, Developer shall be released from its obligations under this Agreement with respect to their interest in the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (1)

that party is not then in default under this Agreement; (2) that party has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the transferor under this Agreement with respect to the Property, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Notwithstanding, the City hereby approves Developer's assignment of its rights and interest in this Agreement, and the release of Developer from further obligations under this Agreement, upon Developer's conveyance of the property to Meadow Vista Development, LLC. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 11 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

11. Covenants Run with The Land.

11.1 All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of

this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

12. General Provisions.

12.1 No Joint Venture or Partnership. City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

12.2 Severability. City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

12.3. Entire Agreement. This Agreement consists of 48 pages, including the Recitals and four Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement is as follows:

Exhibit A: Legal Description of property affected
Exhibit B: General Site Plan
Exhibit C: Approved Conditions of Approval
Exhibit D: Sample Construction Improvement Agreement

12.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by

mutual agreement of the Developer and the City's administrative staff.

12.5 Completion of Performance. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.

12.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three years.

12.7 Estoppel Certificate. The Developer may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why

it will not do so within 30 days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

12.8 Duty to Record. This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this ____ day of _____, 2026.

CITY OF HAYDEN

_____

Alan Davis, Mayor

ATTEST:

_____

Abbi Sanchez, City Clerk

DEVELOPER
Kulka Land LLC

_____

By:

Its:

Meadow Vista Development, LLC

_____

By:

Its:

STATE OF IDAHO)
:ss
County of Kootenai)

On this 18 day of August, 2026, before me, a Notary for the state of Idaho, personally appeared Alan Davis and Abbi Sanchez, known , or identified to me to be the Mayor and City Clerk, of the city of Hayden, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Hayden executed the same.

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

_____

Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of August, 2026, before me, a Notary Public in and for said State, personally appeared Ryne C. Stoker, known or identified to me to be the manager or a member of Kulka Land, LLC or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

SCOTT SKOLRUD
COMMISSION #39425
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/29/2027

Notary Public for Idaho
Residing at Coeur d'Alene
My commission expires 01-29-2027

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of August, 2026, before me, a Notary Public in and for said State, personally appeared Ryne C. Stoker, known or identified to me to be the manager or a member of Meadow Vista Development, LLC or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

SCOTT SKOLRUD
COMMISSION #39425
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/29/2027

Notary Public for Idaho
Residing at Coeur d'Alene
My commission expires 01-29-2027

EXHIBIT A

Parcel 1: Tract 34 of Avondale, according to the plat filed in book B of Plats at page(s) 132, records of Kootenai county, Idaho.

Parcel 2: The West half of the East half of Tract 35 of Avondale, according to the official plat thereof, recorded in Book B of Plats at Page 132, records of Kootenai county, Idaho.

And together with:

A parcel of land in the Northwest quarter of Section 13, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho. Said parcel being the North 300.00 of the East half of the East half of Tract 35 of the Plat of Avondale, according to the plat thereof filed for record in Book B of Plats, Page 132, records of Kootenai County, Idaho.

Also, together with: A parcel of land in the Northwest quarter of Section 13, Township 51 North, Range 4 west, Boise Meridian, City of Hayden, Kootenai County, Idaho. Said parcel being the south 15.00 of the East half of the East half of Tract 35 of the plat of Avondale, according to the plat thereof filed for record in Book B of Plats, Page 132, records of Kootenai County, Idaho.

EXHIBIT B

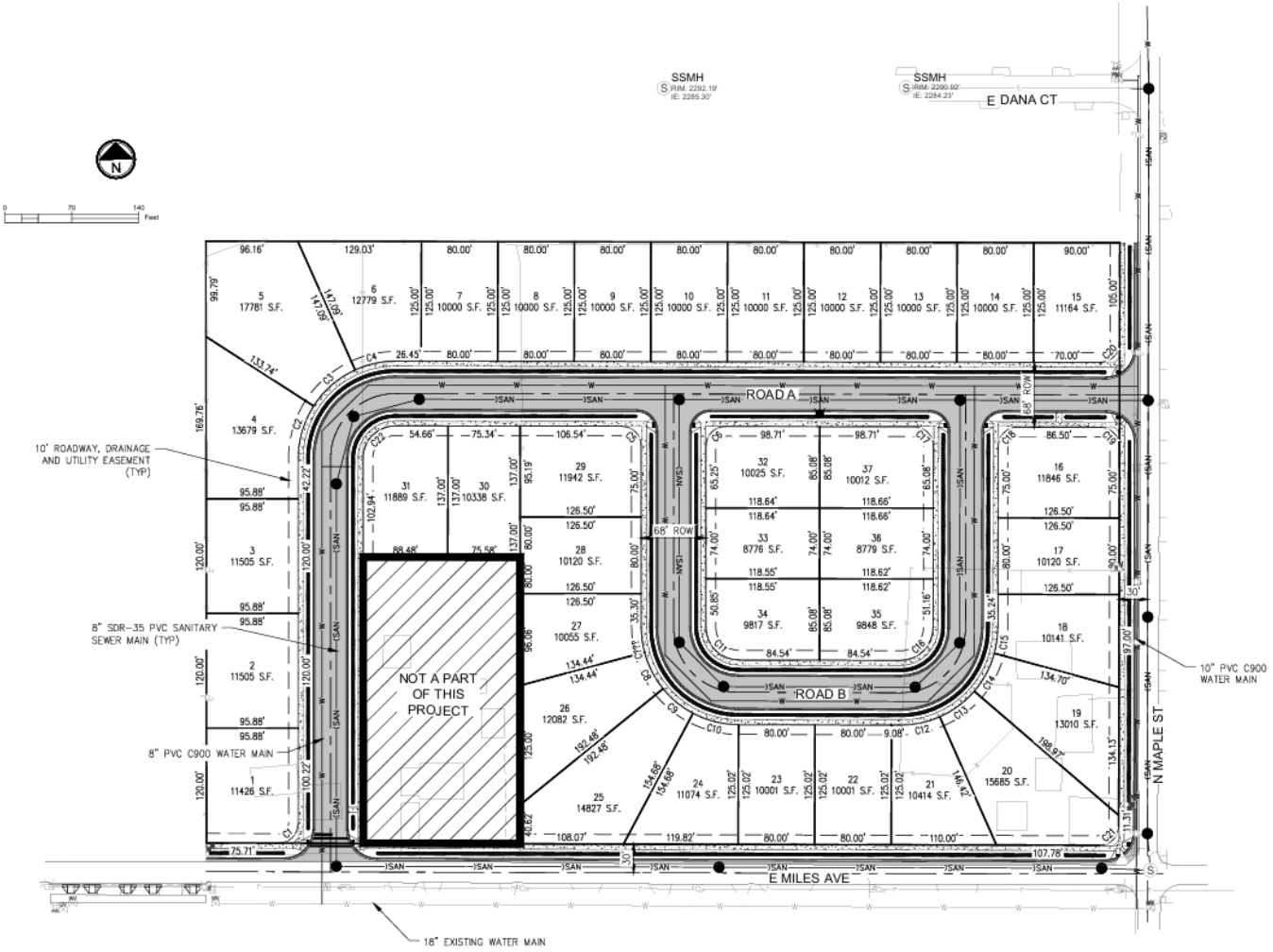

SSMH
SSMH
E DANA CT
ROAD A
ROAD B
68' ROW
NOT A PART OF THIS PROJECT
10' ROADWAY, DRAINAGE AND UTILITY EASEMENT (TYP)
8" SDR-35 PVC SANITARY SEWER MAIN (TYP)
8" PVC C900 WATER MAIN
10" PVC C900 WATER MAIN
N MAPLE ST
E MILES AVE
16" EXISTING WATER MAIN

EXHIBIT C
APPROVED CONDITIONS OF APPROVAL
Sycamore Valley Subdivision

General Conditions of Approval:

1. The Developer shall be required to reflect all necessary permanent dedications and/or easements (to include but not be limited to avigation, odor, sewer, stormwater, water, utilities, etc.) on the face of the final plat of the subdivision and to record as a separate document all necessary temporary easements and to identify to whom the dedication and/or easement is to be granted and for what purpose.

2. All permits from outside agencies (i.e.. CDA Airport, HARSB, AID, IDEQ, IDWR, NLFPD, and PHD) shall be obtained prior to construction of any future development or building permit issuance.

3. This approval shall run with the land for the term approved herein regardless of whether the property ownership, applicant and/or design professionals noted herein remain the same, whether collectively or individually.

Access Conditions of Approval:

4. All lots shall be accessed from the internal roads of the subdivision. No lot shall have any form (primary, secondary, for accessory buildings, etc.) of direct individual access onto Miles Avenue or Maple Street. The final location of all driveway locations shall be subject to the review and approval of the City. Particular attention will be paid to location of utility pedestals in relation to driveway and snow storage needs and to those lots at intersections to avoid conflict with the required traffic flow.

Construction Plan Requirements:

5. The construction plan submittal shall include those requirements as identified in Hayden City Code §12-6 and more specifically as follows:

   a. The Developer shall be required to construct the internal streets to a local street section per ST-111 and ST-111A. As proposed the Internal Road typical section shall be 36’ face of curb to face of curb to allow for parking on both sides of the road, 10’ swales to include Type Iv landscaping, 5’ sidewalks for a right-of-way width of 68’.

   b. The site topography is relatively flat; however, erosion control measures shall be addressed with Best Management Practices (BMP).

c. The Developer shall use the City of Hayden Sanitary Sewer system to serve future development in accordance with the adopted Sewer Master Plan. No cross-country sewer alignments are allowed.

d. A letter (e-mail) from the US Postal Service with respect to mailbox locations shall be provided with the intent to place the mailboxes within the subdivision on the internal street and not on the collectors or arterials.

6. Landscape Plans: Detailed landscaping plans conforming to the requirements of City Code, shall be submitted for the entire development with construction plans for required subdivision improvements for review and approval by the City. All disturbed areas shall be stabilized with dryland grass or other approved BMP.

a. Individual Lots: The landscape plans shall include a dryland grass mix shall be applied until individual lots are constructed and the hydro-seeding, installation of the irrigation system and required landscaping are completed.

b. Street Frontage: Along all street frontages shall be included within the landscaping plan submittal, with actual street tree placement to be completed at the time of building permit for all lots, with the exception of landscaping required with the Greenway tracts and/or multi-modal pathways.

Requirements of the Final Plat:

7. All public road right-of-way shall either be dedicated on the plat or by separate document at the time of the final plat.

8. All utility easements required and/or as identified on the typical section shall be granted on the plat or by separate document at the time of final plat.

Requirements requested by other Agencies:

9. The Developer shall comply with the requirements from the Northern Lakes Fire Protection District agency's comments.

10. The avigation easement requested by the Coeur d'Alene Airport shall be recorded and shall be referenced on the final plat of the subdivision.

Additional Requirements:

11. The developer to the satisfaction of the City Council, shall develop and construct connectivity to the future park as a requirement prior to final plat as a condition of this approval.

12. A historical interpretative sign structure shall be constructed in accordance with the adopted sign structure type with the sign content to be provided by the City Historical Preservation Commission and the sign shall not be placed within the City's right-of-way but shall be placed within a dedicated easement or tract at the corner of Maple Street and Miles Avenue.

With this decision, there are a number of conditions with specific components. The specificity does not preclude the City from exercising its right to require compliance, or demonstrate compliance, with any condition at any time, as well as any other applicable requirements whether or not specifically articulated herein.

NOW THEREFORE IT IS THE FINDINGS of the Hayden City Council that the Sycamore Valley Subdivision preliminary plat request PZE-25-0080 be approved.

EXHIBIT D

After recording return document to:
Attn: City Clerk
City of Hayden
8930 N Government Way
Hayden, Idaho 83835

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF HAYDEN (hereinafter the "City"), 8930 N. Government Way, Hayden Idaho, and {Name of Developer/Owner}, (hereinafter the "Developer"), enter into this Agreement effective the ___ day of _____ 202__, respecting the development of Sycamore Valley Subdivision, the Project, affecting the public rights of way or other public systems, equipment or property within the City of Hayden. This Agreement provides for construction of subdivision improvements intended for maintenance by the City of Hayden or for sale after development in accordance with the subdivision ordinance of the City of Hayden.

I/We, _____, execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of Project review by the City of Hayden, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER	CITY
{Name}	Alan Davis
{Project)	City of Hayden
{Mailing Address}	8930 N. Government Way
{City State Zip}	Hayden, Idaho 83835

WHEREAS, no construction of public improvements be allowed until plans are approved by the City Council and City Engineer, as appropriate, until engineering fees for subdivisions are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council or Mayor, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 12, Subdivisions, of the Hayden City Code requires certain common improvements to be provided by the owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivision lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded; and no Certificates of Occupancy will be issued until all improvements necessary for public health and safety are constructed and substantially complete; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the City of Hayden and is described as set forth on Attachment A which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Hayden: utilities to be owned, operated and maintained by a utility other than the City of Hayden; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Hayden.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Hayden Municipal Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither entering into this Agreement, nor doing any act hereunder, may deem the Developer, or any contractor or subcontractor of the Developer, an agent, employee, or partner of the city, nor otherwise associated with the city other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof.

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be

owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than $1,000,000 per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The City shall indemnify and hold the Developer harmless from any claim, action or demand arising from negligent or wrongful conduct of officials, employees, agents and contractors on the site during construction, subject to consideration and set-off of negligent or wrongful conduct on the part of the Developer or its contractors.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 NON-DISCRIMINATION

A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense.

1.10 PUBLIC UTILITIES

A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.

B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the City or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.

C. The developer shall bear all cost associated with the installation of all Public Utilities, including streetlights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.

D. The developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property owner, which the developer connects to the City sewer or water system as part of the installation of the public improvement.

E. The developer shall be responsible to pay the cost of operation of the street lights within the development for a period of eighteen months. The developer shall pay the City, prior to the acceptance of the public improvements by the City the anticipated cost of the operation of the streetlights within the development for one year, as determined by the Public Works Department.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ASSIGNMENTS

A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.

B. The Developer may assign its interest or delegate its duties under this Agreement:

1. To the extent that applicable codes require that assignments of contract rights be allowed;

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;

3. As expressly permitted in writing by the city. The city will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY'S REMEDIES

A. The city may declare the Developer to be in default:

1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or

2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within 28 days of receiving the notice; or if the failure requires more than 28 days to cure, the Developer fails within 28 days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

B. Upon a declaration of default, and failure to cure under Section 1.13.A.2, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements after giving seven days' notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise.

2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.

3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of

this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 INTERPRETATION

A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".

2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".

3. Article I of this Agreement titled "GENERAL PROVISIONS".

4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Hayden, Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the

State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall 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.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.

B. "City Improvements" means improvements which are to be dedicated to the city, or which are to be operated and controlled by a city-owned utility.

C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.

D. "City", for the purpose of administering this Agreement, means the City of Hayden, or its chief executive or his/her administrative designee.

E. "Substantially Complete" shall be defined herein as the time at which the infrastructure has been completed to the point where in the opinion of the City, the infrastructure is sufficiently complete in accordance with this Agreement, as depicted in the construction drawings submitted by the Developer for the purposes for which it is intended. The improvements constructed meet City Standards, and the Engineer's Certification packet and record drawings have been received and approved by the city. The terms "substantially complete" and substantially completed" as applied to all or part of the infrastructure refer to Substantial Completion thereof.

F. "Acceptance", by the city means a determination that an improvement meets City construction standards and does not refer to the city accepting a dedication of the improvement by the Developer.

G. "Final Acceptance" by the city means that the city is satisfied that ALL improvements required by this Agreement and Titles 12 of the Hayden Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

A. If allowed by the City, the Developer shall guarantee, for the sole benefit of the City that the Developer shall perform all of its obligations not yet completed under this Agreement. The guaranty shall be in a form approved in Sections 2.03, 2.04, and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.

B. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.

C. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PERFORMANCE BOND

The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City Attorney. The bond shall name the City as the sole obligee and the Developer as the principal.

2.04 ESCROW

The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City Attorney.

2.05 LETTER OF CREDIT

The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

2.06 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until this Agreement has been completed and signed by the Developer and the City and all applicable fees have been paid as required by City ordinance or resolution.

2.07 ENGINEER

A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.08 PLANS AND SPECIFICATIONS

A. The Developer shall submit to the City in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

C. The City may approve the plans and specifications as submitted or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. Ultimate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.09 QUALITY CONTROL PROGRAM

A. The Developer shall adhere to the City's Engineering Project Certification and Quality Control Standards for the construction of the improvements shown in Attachment "D".

2.10 MATERIALS

A. Upon the City's Request, the Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the standards adopted by the City of Hayden.

B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

C. The city may approve the materials and equipment or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.11 GENERAL STANDARDS OF WORKMANSHIP

A. The Developer shall construct all improvements in accordance with plans and specifications **approved by the City**, and with the terms, covenants, and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City Engineer specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.

B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer

shall propose such modification or substitution. The City shall review the proposal and either approve the request or provide reason for denial.

C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

D. Unless allowed by the City, on-site borrow areas shall not be allowed within proposed buildable lots. In all areas within the subdivision where the Developer adds fill materials or otherwise replaces existing soils that have been excavated for borrow materials with fill, said fill areas shall be compacted to meet 95% of standard proctor. The Developer shall provide to the City with a copy of the compaction tests, and all such fill areas shall be shown on the final record drawings. Fill materials shall be free of cinders, ashes, refuse, organic and frozen materials, asbestos, or other unsuitable materials.

2.12 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.13 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way and provide the required surety and insurance associated with such permit. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. While working within the public right-of-way the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for street closure shall be for a limited duration set by the City, which shall be strictly adhered to by the Developer.

2.14 SURVEYOR

A person registered as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.15 REQUIRED REPORTING

A. Quality Control
The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

B. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

C. Test Hole Logs
The Developer shall furnish the City copies of all test hole logs required for any purpose during the Project.

D. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

E. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

2.16 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.17 SURVEILLANCE

A. The city may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.

B. If the Developer fails to notify the city of inspections, tests and construction progress as required by Section 2.16, the city may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the city deems necessary to determine whether the work conforms to this Agreement.

C. Any monitoring, tests or inspections that the city orders or performs pursuant to this section are solely for the benefit of the city. The city does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.18 STOP WORK ORDERS

A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety, the City may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer and its engineer of the order.

B. A stop work order shall remain in effect until the City approves:

1. Arrangements made by the Developer to remedy the nonconformity; and

2. Assurances by the Developer that future nonconformities will not occur.

C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

> The City of Hayden, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.19 ACCESS

The City shall have access to all parts of the subdivision, necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.20 MAINTENANCE

A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement.

B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.22 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.

B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.

C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

D. Developer shall adhere to City imposed "load limits" within subdivision roads planned for dedication to City. Failure to do so is reason to deny Acceptance of Infrastructure.

2.23 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the term of the subdivision as identified in Section 1.2 of the Master Development Agreement recorded as instrument # _____ on _____.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.

B. No later than 30 days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide the City with one paper copy of record drawings for each improvement and one electronic copy in pdf format. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.16F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.05 INSPECTION

A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements.

The city may inspect all improvements and any other work in dedicated easements or rights-of-way.

B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.

C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility, shall re-inspect the improvements.

E. The city or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.

F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Hayden City Council a recommendation for final acceptance of the improvements.

3.06 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.

B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.07 DEVELOPER'S WARRANTY

A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for 18 months after acceptance by the City. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.

B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.

C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.08 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05.

3.09 CITY'S REMEDIES UNDER WARRANTY

A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.

B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within 30 days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.

C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within 30 days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.

D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF HAYDEN	DEVELOPER
_____	_____
Alan Davis, Mayor	Ryne Stoker, Member

ATTEST:

_____
Abbi Sanchez, City Clerk

STATE OF IDAHO)
:ss
County of Kootenai)

On this __ day of_____, 202__, before me, a Notary for the state of Idaho, personally appeared Alan Davis and Abbi Sanchez known , or identified to me to be the Mayor and City Clerk, of the City of Hayden, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Hayden executed the same.

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

_____
Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
:ss
County of Kootenai)

On this ____ day of August, 2026, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the manager or a member of _____, LLC or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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 the state of Idaho
Residing at:
Commission Expires:

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR
Sycamore Valley Subdivision

Parcel 1: Tract 34 of Avondale, according to the plat filed in book B of Plats at page(s) 132, records of Kootenai county, Idaho.

Parcel 2: The West half of the East half of Tract 35 of Avondale, according to the official plat thereof, recorded in Book B of Plats at Page 132, records of Kootenai county, Idaho.

And together with:

A parcel of land in the Northwest quarter of Section 13, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho. Said parcel being the North 300.00 of the East half of the East half of Tract 35 of the Plat of Avondale, according to the plat thereof filed for record in Book B of Plats, Page 132, records of Kootenai County, Idaho.

Also, together with: A parcel of land in the Northwest quarter of Section 13, Township 51 North, Range 4 west, Boise Meridian, City of Hayden, Kootenai County, Idaho. Said parcel being the south 15.00 of the East half of the East half of Tract 35 of the plat of Avondale, according to the plat thereof filed for record in Book B of Plats, Page 132, records of Kootenai County, Idaho.

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY
_____ LLC
FOR
Sycamore Valley Subdivision

____ Street surfacing or infill paving

____ Monumentation

____ Electric

____ Curbs and gutters

____ Street lighting

____ Gas

____ Sidewalks

____ Telephone

____ Drainage

____ Street signs

____ Cable TV

____ Water

____ Landscaping and/or Swales

____ Sanitary Sewer

____ Temporary Sewer Infrastructure

____ Additional Sewer Stubs

____ Mail Receptacle Installation

____ Improvements shown on construction plans attached as Appendix I

____ Other: Lift Station

ATTACHMENT "C"
COST ESTIMATES
FOR
Sycamore Valley Subdivision

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned, operated and maintained by the City of Hayden: $

2. Public utilities to be owned, operated and maintained by a utility other than the City of Hayden: $

3. Other improvements for which bonding is required: $

4. Total cost of improvements: $

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR
Sycamore Valley Subdivision

Developer to submit detailed cost estimates.

ATTACHMENT "D"
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF HAYDEN AND
_____, LLC
FOR
Sycamore Valley Subdivision

CONSTRUCTION DRAWINGS

Plans Titled:

Dated:

By:

Sheets 1 through ___

ATTACHMENT "E"

EVIDENCE OF INSURANCE

F. Approval of Hayden Lake Marathon Support Agreement

Memo

To: Mayor and Hayden City Council

From: Ty Kovatch, Deputy Public Works Director

Date: August 25, 2026

Agenda Item: Authorize Hayden Lake Marathon Support Agreement

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Agenda Item Location
Consent

Recommended Action or Motion
Staff recommend approval of the City support agreement with Negative Split, LLC dba the Hayden Lake Marathon.

Functional Impact of Authorizing
Authorizes City support agreement for the Hayden Lake Marathon which provides staff support to ensure smooth operation of Honeysuckle Beach and Gravel Pit facilities, electrical equipment, and two reader boards that will alert the public about event impacts.

Functional Impact of Not Authorizing
The Hayden Lake Marathon would not have the support of Hayden staff and equipment for their event, which may adversely affect public awareness of traffic and Honeysuckle Beach closure, and may interfere with the success of this event.

Fiscal Impact
The costs for the City include staff costs for supporting the events prior to the event and the day of, electricity, and any restoration that is needed because of the event. In total, these costs are estimated to be less than $1,000 and partially offset by the Hayden Lake Marathon event permit fees.

Budget Funding Source / Transfer Request
GL 110-540-51501 Overtime- Parks
GL 110-541-54300 Buildings and Grounds

Attachment
Hayden Lake Marathon Support Agreement

NEGATIVE SPLIT/GCCPG HAYDEN LAKE MARATHON SUPPORT AGREEMENT 2026

This Agreement is entered into between the city of Hayden, a political subdivision of the state of Idaho, (herein "City") and Negative Split LLC, PO Box 4221, Spokane, WA 99220 dba Hayden Lake Marathon (herein "NEGATIVE SPLIT")

WHEREAS, NEGATIVE SPLIT is the Sponsor of the Hayden Lake Marathon on October 10, 2026; and

WHEREAS, the Hayden Lake Marathon is a public event intended to benefit the citizens of Hayden and to further the goals of the City by encouraging a sense of community identity and pride; and

WHEREAS, although the City is not a co-sponsor of the event, NEGATIVE SPLIT has requested that City provide some support for the marathon in support of the goals of the City; and

WHEREAS, City deems it to be in the interest of the citizens of Hayden for the event to run smoothly and for the public health and safety to be protected during the event. To that end, it is in the best interest of the City to provide limited support for the Hayden Lake Marathon.

NOW THEREFORE, the parties agree as follows:

1. NEGATIVE SPLIT will submit the event permit required for the Hayden Lake Marathon event. NEGATIVE SPLIT shall be responsible for complying with the terms of the event permit application and all other aspects of the event that are not specifically set out in this agreement as the support to be provided by the City.
2. The City will position 2 City-owned reader boards alerting the Hayden public of the event and Honeysuckle Beach Facility closure not later than Monday, October 5, 2026. If unforeseen events render the City reader board(s) unavailable, the City will notify NEGATIVE SPLIT as soon as possible.
3. The City will provide staff necessary to support the safe and functional operation of Honeysuckle Beach and Gravel Pit facilities. If unforeseen events render the City staff support unavailable, the City will notify NEGATIVE SPLIT as soon as possible.
4. Access to the Gravel Pit located at Honeysuckle Avenue and Smith Road will be made available to the event as a parking lot. Sand from this area may be used by NEGATIVE SPLIT to fill sandbags.
5. Access to power sources, guard shack and kitchen at Honeysuckle Beach that only NEGATIVE SPLIT organizers will be permitted to enter and utilize.
6. City will provide two power boxes as requested in the event application.
7. Honeysuckle Beach is authorized to be closed for the Hayden Lake Marathon beginning at 5:00 p.m., October 9, 2026 for event preparation through the end of the event at approximately 3:00 p.m. on October 10, 2026.
8. NEGATIVE SPLIT will directly notify all private property owners adjacent to Honeysuckle Beach (see Exhibit A attached) of the closure period and access restrictions by no later than Friday, October 2, 2026. The notifications should be in writing and include contact details to address questions and concerns.
9. Sponsors will be setting up on Friday, October 9, 2026 from 12:00 noon until 10:00 p.m. NEGATIVE SPLIT staff will be responsible for pre-event signage, closure and monitoring. Local residents, Emergency Services, City staff, and volunteers will be allowed access throughout the event period.
10. Pendant/banner lines will be allowed for parking and finish/start line.
11. Traffic control conducted in Hayden shall be conducted by a professional traffic control firm. NEGATIVE SPLIT will provide a professionally developed traffic management plan to the City at least two weeks prior to the event.
12. NEGATIVE SPLIT will request and participate in a pre-event meeting with City staff to coordinate planning no later than two weeks prior to the event.

This Agreement shall be effective upon the signature of both parties to the agreement.

CITY OF HAYDEN

_____

Alan Davis, Mayor

Date:_____

NEGATIVE SPLIT, LLC

_____

Its Organizer

Date: **8/19/2026**

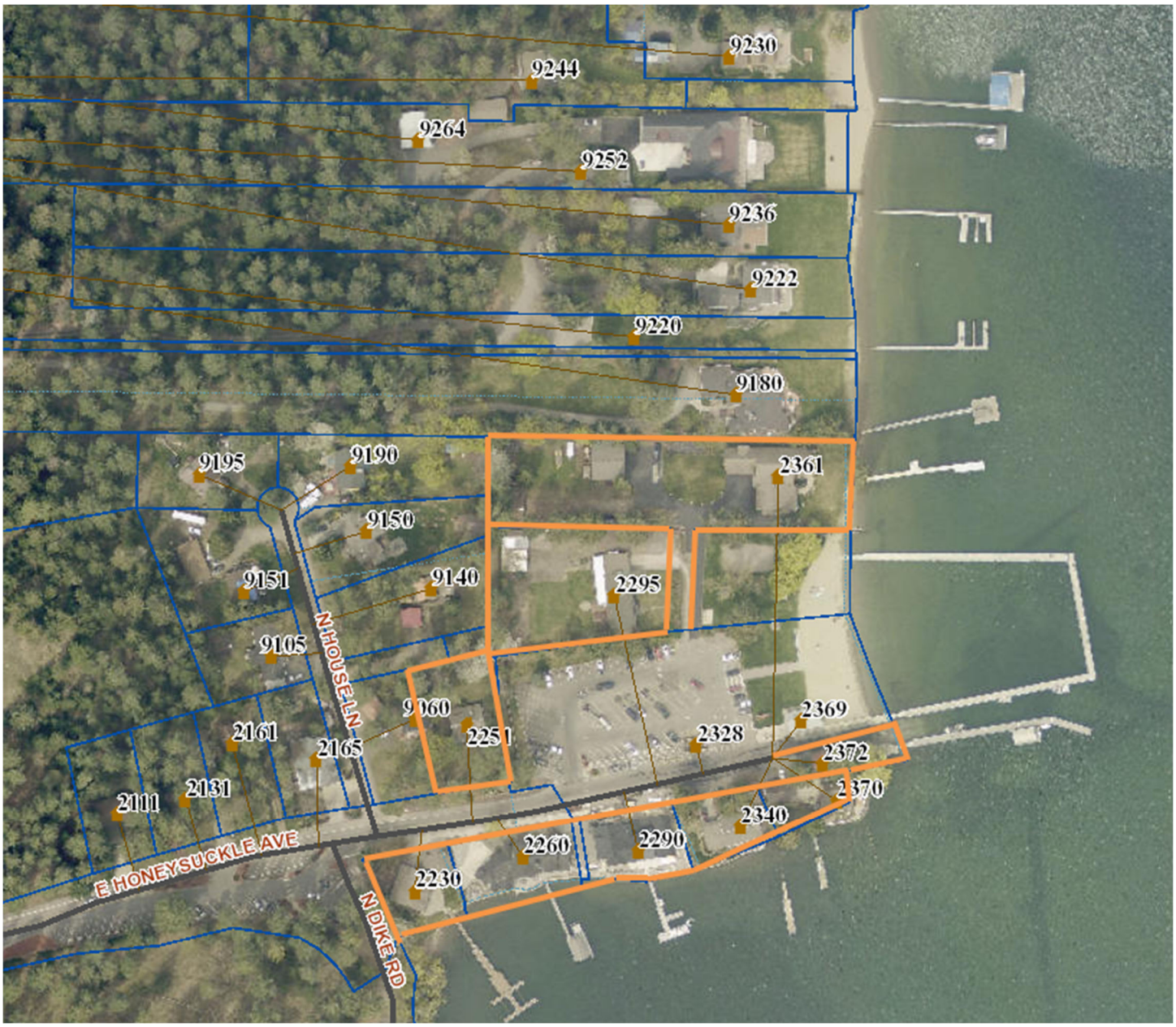
ATTEST:

_____

Abbi Sanchez, City Clerk

Exhibit A

Please notify adjacent property owners of Honeysuckle Beach closure and access restrictions by no later than Friday, October 2, 2026.



G. Approval of the Property Use Agreement with 3140 W Hayden, LLC for Hayden Ave/Atlas Rd. Intersection Improvement Project

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor and Hayden City Council

From: Dulci Kau, PE, City Engineer

Date: 8/20/2026

Agenda Item: Approval of the Property Use Agreement with 3140 W Hayden, LLC

Agenda Item Location
Consent

Background and Recommended Action or Motion
The City has plans prepared to perform asphalt widening, and a span wire signal at the Hayden Avenue and Atlas Road intersection. This Property Use Agreement allows this project to proceed this construction season.

Staff recommends City Council approve, and permit the Mayor to sign the Property Use Agreement with 3140 W Hayden, LLC.

Functional Impact of Authorizing
Approval will allow the City proceed with the construction of the intersection improvements.

Functional Impact of Not Authorizing
If not approved, the City cannot proceed with intersection improvements.

Fiscal Impact
This agreement has no fiscal impact, the purchase of the entire right-of-way, will come forward to council approval.

Budget Funding Source / Transfer Request
N/A

Attachment
Property Use Agreement

Docusign Envelope ID: 91F4C891-8A7C-821E-8391-F6F21094C824

After recording return document to:
City of Hayden
8930 N Government Way
Hayden, Idaho 83835

PROPERTY USE AGREEMENT

This PROPERTY USE AGREEMENT, is made this _____ day of 8/17/2026 | 6:02 PM PDT _____, 2026 by and between 3140 W Hayden, LLC ("OWNER") and the City of Hayden, ("CITY"), a Political Subdivision of the State of Idaho, 8930 N. Government Way, Hayden, Idaho 83835 and CITY and OWNERS may be referred to individually as "PARTY" or collectively as "PARTIES."

WHEREAS, the CITY intends to construct the Hayden Avenue and Atlas Road Widening project ("PROJECT"). This agreement is necessary because the right-of-way acquisition timeline likely exceeds the CITY's need to improve the Hayden-Atlas intersection for public safety. The CITY and the OWNER are in the process of right-of-way acquisition and providing just compensation, however closing has not yet occurred. This agreement allows the CITY and its contractors to proceed with construction activities in accordance with the project schedule while the right-of-way transaction is finalized. The CITY intends to continue to work with OWNER to come to an agreement and acquire the right-of-way, and the execution of this agreement to gain early access does not alter the compensation payable to OWNER.

WHEREAS, the OWNER grants access during utility relocation and construction of the PROJECT as shown in EXHIBIT A for parcel number H-0000-022-3225, also known as 3140 W Hayden Avenue, Hayden, Idaho 83835, which is approximately 20'x20' of the northwest corner of the OWNER's property.

NOW, THEREFORE, the PARTIES agree as follows:

1. The PARTIES agree that the PROJECT serves a public purpose and that the purpose is necessary for the public's use.
2. The PARTIES agree to allow access, right of ingress/egress, and property use to the property during relocation of utilities, construction of underground and overhead utilities, grading, and asphalt vehicular facilities, drainage facilities, yard restoration, or any other item requiring encroachment on the OWNER's property during construction of the PROJECT in the 20'x20' area illustrated in Exhibit A.
3. The private utility (fiber, gas, power, phone) are relocating at the request of the CITY and this agreement extends to these private companies and their subcontractors in the 20'x20' area illustrated in Exhibit A. CITY's contractors, utility providers, and their subcontractors accessing the property pursuant to the agreement remain subject to the same limitations and restoration obligations applicable to the City.
4. CITY agrees that the area disturbed with the PROJECT, will be restored to existing condition, except for the permanent improvements to be installed with the PROJECT.
5. CITY, and their contractors agree to hold Workers' Compensation per Idaho State Statute and have at least one million dollars in comprehensive general liability and automobile liability coverage. To the extent permitted by Idaho law, CITY shall be responsible for claims, damages, liabilities, costs, and expenses arising from the acts or omissions of CITY, its contractors, utility providers, and their respective subcontractors in connection with their entry upon and use of OWNER's property pursuant to this Agreement, except to the extent caused by the negligence or intentional misconduct of OWNER.
6. The PARTIES agree that this agreement expires upon the earlier of (a) the transfer and recording of the right-of-way and easement from the OWNER to the CITY, or (b) June 30, 2027, unless extended by written agreement executed by OWNER and CITY.

Docusign Envelope ID: 91F4C891-8A7C-821E-8391-F6F21094C824

7. The PARTIES agree that this agreement shall run with the land and shall be binding upon their heirs and assigns and shall be recorded in the Kootenai County Recorder's office.

It is expressly intended that the PROPERTY USE AGREEMENT granted herein shall be in full force and effect and shall bind the OWNER, and its successors and assigns until this Agreement expires pursuant to Paragraph 6 above. The OWNER does hereby convent with the CITY that they lawfully own and possess the aforementioned property, and that they have a good and lawful right to convey such use. The PARTIES have had sufficient opportunity to consult with legal counsel of their own choice.

IN WITNESS WHEREOF, the PROPERTY USE AGREEMENT has been executed by the respective PARTIES, or by their duly authorized officers or agents, the day and year first above written.

CITY OF HAYDEN

_____
Alan Davis, Mayor

ATTEST:

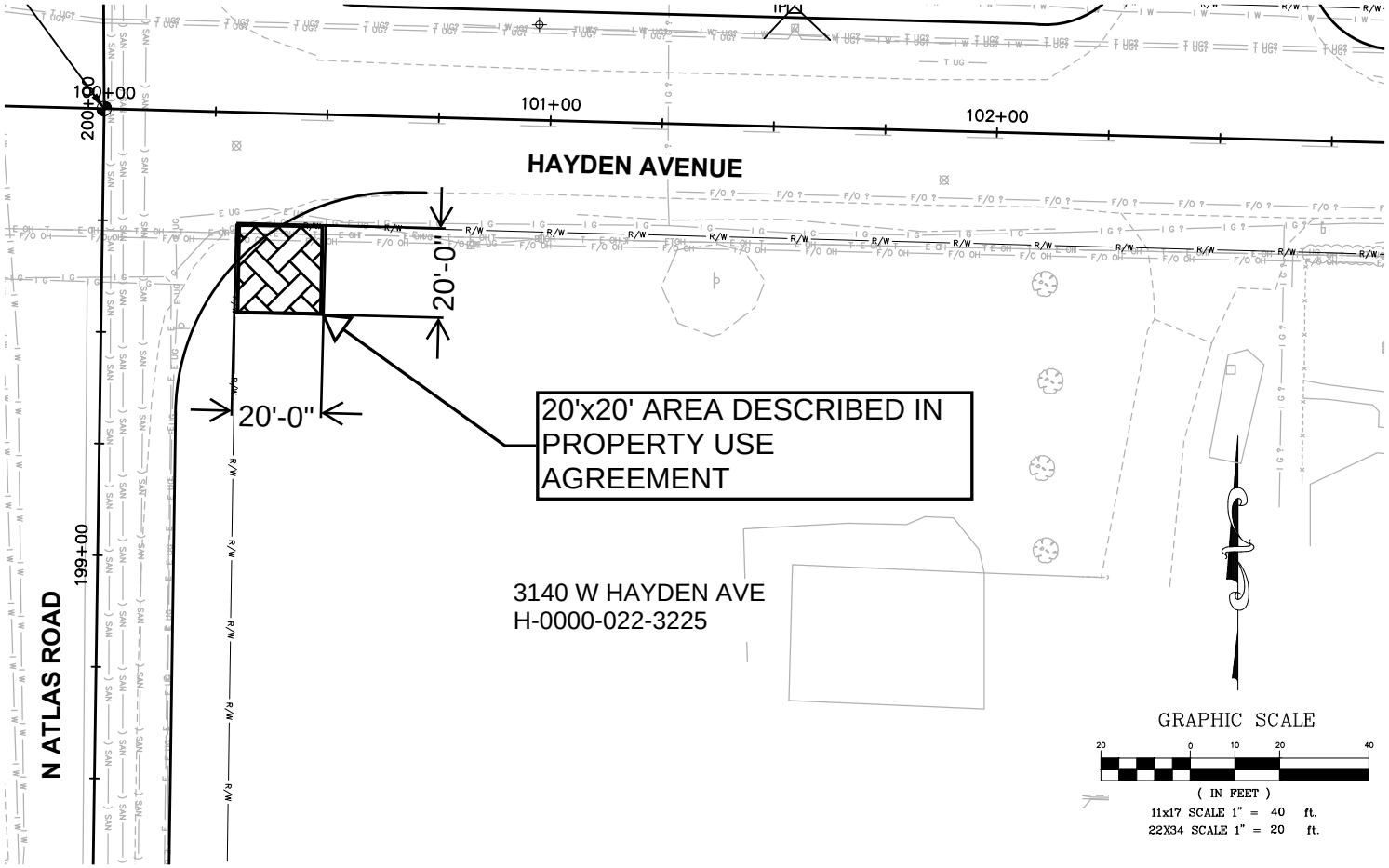
_____
Abbi Sanchez, City Clerk

OWNERS
3140 W. Hayden LLC

DocuSigned by:
By: Alicia Carnevali
069E1A9ECAF8483...
Alicia Carnevali, Manager

Docusign Envelope ID: 91F4C891-8A7C-821E-8391-F6F21094C824

EXHIBIT A
3140 W HAYDEN AVE PROPERTY USE AGREEMENT
HAYDEN AVENUE & ATLAS ROAD WIDENING



H. Approval of Bills for Payment

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 08/25/2026 - 08/25/2026
POSTED AND UNPOSTED OPEN
BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount / Units	Amount Due / Quantity	Status	Posted / Post Date / Unit Price
104501							
00052381	ADVANCED COMPRESSOR & HOSE INC	07/31/2026	08/25/2026	53.43	53.43	Open	N
	#4 PARTS	llafleur					08/25/2026
	110-533-54004	2018 KENWORTH T-370 WATER TRUCK		53.43	1.00		53.43
104567							
00052382	ADVANCED COMPRESSOR & HOSE INC	08/05/2026	08/25/2026	108.62	108.62	Open	N
	SHOP	llafleur					08/25/2026
	110-531-57702	TOOLS & SMALL EQUIPMENT		108.62	1.00		108.62
8895 N Commerce							
00052411	AINT THIS LIVIN LLC	08/13/2026	08/10/2026	3,531.57	3,531.57	Open	N
	Check Request For Bond: BPERD25-0043	dcollins					08/25/2026
	110-228-22813	BPERD25-0043 - J2025-0892		3,531.57	1.00		3,531.57
9174557844							
00052383	AIRGAS USA, LLC	08/04/2026	08/25/2026	84.24	84.24	Open	N
	SHOP	llafleur					08/25/2026
	110-531-56101	STREET SHOP SUPPLIES		84.24	1.00		84.24
1FJ9-4G4R-F77X							
00052418	AMAZON CAPITAL SERVICES, INC.	08/18/2026	08/25/2026	233.81	233.81	Open	N
	INK	llafleur					08/25/2026
	110-111-58015	HISTORIC PRESERVATION COMMISSION		58.78	1.00		58.78
	110-211-56102	PLOTTER SUPPLIES		175.03	1.00		175.03
1J3M-VF7K-DN3Q							
00052419	AMAZON CAPITAL SERVICES, INC.	08/17/2026	08/25/2026	58.65	58.65	Open	N
	IT SUPPLIES	llafleur					08/25/2026
	110-230-57717	GENERAL HARDWARE		58.65	1.00		58.65
1PNJ-DLGM-F6YG							
00052421	AMAZON CAPITAL SERVICES, INC.	08/17/2026	08/25/2026	122.25	122.25	Open	N
	IT SUPPLIES	llafleur					08/25/2026
	110-230-57717	GENERAL HARDWARE		122.25	1.00		122.25
1HHP-ZQ9W-WCK6							
00052448	AMAZON CAPITAL SERVICES, INC.	08/17/2026	08/25/2026	90.43	90.43	Open	N
	OFFICE SUPPLIES	llafleur					08/25/2026
	110-711-56101	OFFICE SUPPLIES		90.43	1.00		90.43

Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount / Units	Amount Due / Quantity	Status	Posted / Post Date / Unit Price
I114317							
00052449	AMERICAN ON-SITE SERVICES	07/27/2026	08/25/2026	1,195.00	1,195.00	Open	N
	HAYDEN DAYS	llafleur					08/25/2026
	110-721-58001-1153	SPECIAL EVENTS-HAYDEN DAYS		1,195.00	1.00		1,195.00
13873850							
00052452	ANDREAS JOHNSON	08/08/2026	08/25/2026	53.60	53.60	Open	N
	WITHDREW 80% REFUND	llafleur					08/25/2026
	110-740-44810	FLAG FOOTBALL YOUTH		53.60	1.00		53.60
170608							
00052405	BS&A SOFTWARE	08/11/2026	08/25/2026	658.00	658.00	Open	N
	E-PLAN PRORATED 8/11/26-1/31/27	llafleur					08/25/2026
	110-230-57703	ERP ANNUAL MAINTENANCE		658.00	1.00		658.00
0000271662-0722							
00052401	CDA PRESS	07/22/2026	08/25/2026	300.00	300.00	Open	N
	HAYDEN DAYS ADVERTISEMENT	llafleur					08/25/2026
	110-721-58001-1153	SPECIAL EVENTS-HAYDEN DAYS		300.00	1.00		300.00
67164							
00052404	CHAPMAN FINANCIAL SERVICES	07/31/2026	08/25/2026	445.64	445.64	Open	N
	COLLECTION FEE JULY 2026	dcollins					08/25/2026
	210-250-24999	SUSPENSE		445.64	1.00		445.64
INV05702							
00052436	CITY OF POST FALLS	08/14/2026	08/25/2026	12,026.00	12,026.00	Open	N
	PROSECUTION SERVICES JUL 2026	llafleur					08/25/2026
	110-252-59001	CONTRACTED PROSECUTOR		12,026.00	1.00		12,026.00
CP-0431527							
00052399	CITYSERVICEVALCON, LLC	07/31/2026	08/10/2026	1,602.22	1,602.22	Open	N
	FUEL	dcollins					08/10/2026
	110-542-54001	VEHICLE FUEL		106.66	1.00		106.66
	110-533-54001	VEHICLE FUEL		998.33	1.00		998.33
	110-512-54001	VEHICLE FUEL		70.86	1.00		70.86
	110-712-54001	VEHICLE FUEL		63.20	1.00		63.20
	110-350-54001	VEHICLE FUEL		281.45	1.00		281.45
	210-241-54001	VEHICLE FUEL		81.72	1.00		81.72

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 08/25/2026 - 08/25/2026
POSTED AND UNPOSTED OPEN
BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due / Units	Status / Quantity	Posted / Post Date / Unit Price
3543							
00052417	CLEARWATER FINANCIAL, LLC	08/12/2026	08/25/2026	10,000.00	10,000.00	Open	N
	INITIAL ANNUAL RETAINER	dcollins					08/25/2026
	110-211-53010	PROFESSIONAL SERVICES		10,000.00		1.00	10,000.00
3518227 JULY 20							
00052384	COEUR D'ALENE GARBAGE SERVICE	07/31/2026	08/25/2026	273.84	273.84	Open	N
	HONEYSUCKLE BEACH-698000	llafleur					08/25/2026
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		273.84		1.00	273.84
848137424004081							
00052460	CSC	08/12/2026	08/25/2026	40.00	40.00	Open	N
	E-RECORDING FEES	dcollins					08/14/2026
	110-211-55401	ADVERTISING, PUBLISHING, RECORDING		40.00		1.00	40.00
848137424004081							
00052461	CSC	08/14/2026	08/25/2026	8.00	8.00	Open	N
	E-RECORDING FEES	dcollins					08/18/2026
	110-211-55401	ADVERTISING, PUBLISHING, RECORDING		8.00		1.00	8.00
5084720513							
00052385	DISCOUNT TIRE - ACCOUNT #26381	08/10/2026	08/25/2026	340.32	340.32	Open	N
	FLAT TIRE ASSIST	llafleur					08/25/2026
	110-542-54061	2024 GMC SIERRA 3500HD (SPRINKLER TRUCK)		340.32		1.00	340.32
13863719							
00052453	ELIZABETH HILL	07/28/2026	08/25/2026	32.00	32.00	Open	N
	100% REFUND-INJURY	llafleur					08/25/2026
	110-740-44751	SOCCER FALL YOUTH		32.00		1.00	32.00
5557450							
00052420	EMPLOYEE BENEFITS CORPORATION	08/15/2026	08/25/2026	136.00	136.00	Open	N
	FSA/COBRA ADMIN FEE	dcollins					08/25/2026
	110-211-52102	ADMIN COSTS FSA/HRA/COBRA		136.00		1.00	136.00
JULY 2026							
00052426	FELLEGY PAINTING LLC	08/14/2026	08/25/2026	2,000.00	2,000.00	Open	N
	COME TOGETHER BENCH-PAINTING	llafleur					08/25/2026
	110-111-58025-2305	ARTS COMMISSION		2,000.00		1.00	2,000.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 08/25/2026 - 08/25/2026
POSTED AND UNPOSTED OPEN
BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount / Units	Amount Due / Quantity	Status / Unit Price	Posted / Post Date
AUG 2026							
00052450	FLANAGAN VENTURES LLC	08/17/2026	08/25/2026	196.00	196.00	Open	N
	EUBANK, POWER - SCENIC RAFT TRIP	llafleur					08/25/2026
	110-711-56108	CONTRACT PAYMENTS		196.00	1.00	196.00	
42756820							
00052455	GREATAMERICA FINANCIAL SERVICES	08/14/2026	08/25/2026	1,269.87	1,269.87	Open	N
	COPIER LEASE 50 OF 63	llafleur					08/25/2026
	110-291-53401	COPIER LEASE PRINCIPAL		1,269.87	1.00	1,269.87	
08182026ls							
00052428	HARSB	08/18/2026	08/25/2026	10,495.30	10,495.30	Open	N
	LIFT STATION MAINTENANCE	llafleur					08/25/2026
	210-246-57005	H-2 WALMART PS O&M		95.00	1.00	95.00	
	210-246-57007	CORNERSTONE LS O&M		5,500.00	1.00	500.00	
	210-246-57011	EMERALD OAKS LS O&M		500.00	1.00	500.00	
	210-246-57003	WOODLAND MEADOWS LS O&M		1,900.00	1.00	500.00	
	210-246-57017	GIANNA LS O&M		500.00	1.00	500.00	
	210-246-57009	H-1 LIFT STATION O&M		882.50	1.00	95.00	
	210-246-57050	TOTAL LIFT STATION O&M		1,110.46	1.00	503.15	
	210-246-57021	H-6 LIFT STATION		7.34	1.00	7.34	
1480567							
00052380	HAYDEN ACE HARDWARE	08/10/2026	08/25/2026	6.60	6.60	Open	N
	SIGNS	llafleur					08/25/2026
	110-532-54308	STREET SIGN MAINTENANCE		6.60	1.00	6.60	
1480957							
00052393	HAYDEN ACE HARDWARE	08/11/2026	08/25/2026	17.80	17.80	Open	N
	LOCATE PAINTS	llafleur					08/25/2026
	210-241-53253	SEWER LOCATES		17.80	1.00	17.80	
30.7980.01 8/26							
00052386	HAYDEN LAKE RECREATIONAL WATER & SE	08/04/2026	08/25/2026	160.00	160.00	Open	N
	HONEYSUCKLE BEACH PARK	llafleur					08/25/2026
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		160.00	1.00	160.00	
JULY 2026							
00052424	HEDIN, ANNE M.	08/14/2026	08/25/2026	2,000.00	2,000.00	Open	N
	COME TOGETHER BENCHES-PAINTING	llafleur					08/25/2026
	110-111-58025-2305	ARTS COMMISSION		2,000.00	1.00	2,000.00	

Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount / Units	Amount Due / Quantity	Status	Posted / Post Date / Unit Price
2S266037							
00052443	HORIZON DISTRIBUTORS INC.	08/07/2026	08/25/2026	117.64	117.64	Open	N
	IRRIGATION	llafleur					08/25/2026
	110-541-54323	PARKS-IRRIGATION		117.64	1.00		117.64
2S266406							
00052444	HORIZON DISTRIBUTORS INC.	08/11/2026	08/25/2026	329.48	329.48	Open	N
	IRRIGATION	llafleur					08/25/2026
	110-541-54323	PARKS-IRRIGATION		329.48	1.00		329.48
2S265736							
00052445	HORIZON DISTRIBUTORS INC.	08/05/2026	08/25/2026	126.27	126.27	Open	N
	RAMSEY & BUCKLES	llafleur					08/25/2026
	110-541-54323	PARKS-IRRIGATION		126.27	1.00		126.27
2S265653							
00052446	HORIZON DISTRIBUTORS INC.	08/04/2026	08/25/2026	20.32	20.32	Open	N
	IRRIGATION	llafleur					08/25/2026
	110-541-54323	PARKS-IRRIGATION		20.32	1.00		20.32
INV-00525668							
00052406	INTERMAX NETWORKS	08/12/2026	08/25/2026	227.66	227.66	Open	N
	PW SHOP PHONE SERVICE	llafleur					08/25/2026
	110-811-54109	UTILITIES-PWF		227.66	1.00		227.66
INV-00525786							
00052407	INTERMAX NETWORKS	08/12/2026	08/25/2026	134.00	134.00	Open	N
	HONEYSUCKLE BEACH KIOSK	llafleur					08/25/2026
	112-241-56103	OPERATING SUPPLIES		134.00	1.00		134.00
23137							
00052408	INTERMOUNTAIN SIGN & SAFETY INC.	08/07/2026	08/25/2026	856.00	856.00	Open	N
	PEDESTRIAN SIGNS	llafleur					08/25/2026
	110-532-54308	STREET SIGN MAINTENANCE		856.00	1.00		856.00
2026-00000003 8							
00052378	KOOTENAI COUNTY	07/31/2026	08/25/2026	3,011.00	3,011.00	Open	N
	GIS COST SHARE	llafleur					08/25/2026
	110-345-55403	GIS / ORTHO MAPS & MAINTENANCE		3,011.00	1.00		3,011.00

Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount / Units	Amount Due / Quantity	Status	Posted / Post Date / Unit Price
2026-00000073							
00052409	KOOTENAI COUNTY	07/31/2026	08/25/2026	595.00	595.00	Open	N
	INMATE HOUSING - JULY 2026	llafleur					08/25/2026
	110-252-59002	KOOTENAI COUNTY JAIL SVCS		595.00	1.00		595.00
10-84982.00 JUL							
00052430	KOOTENAI COUNTY SOLID WASTE	08/14/2026	08/25/2026	369.60	369.60	Open	N
	STODDARD PARK	llafleur					08/25/2026
	110-811-54104	UTILITIES - PARKS		369.60	1.00		369.60
10-80581.00 JUL							
00052431	KOOTENAI COUNTY SOLID WASTE	08/14/2026	08/25/2026	585.20	585.20	Open	N
	HONEYSUCKLE BEACH DUMPSTER	llafleur					08/25/2026
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		585.20	1.00		585.20
10-80583.00 JUL							
00052432	KOOTENAI COUNTY SOLID WASTE	08/14/2026	08/25/2026	246.40	246.40	Open	N
	FINUCANE PARK DUMPSTER	llafleur					08/25/2026
	110-811-54104	UTILITIES - PARKS		246.40	1.00		246.40
10-84587.00 JUL							
00052433	KOOTENAI COUNTY SOLID WASTE	08/14/2026	08/25/2026	569.80	569.80	Open	N
	CROOFOOT PARK DUMPSTER	llafleur					08/25/2026
	110-811-54104	UTILITIES - PARKS		569.80	1.00		569.80
10-88291.00 JUL							
00052434	KOOTENAI COUNTY SOLID WASTE	08/14/2026	08/25/2026	616.00	616.00	Open	N
	PUBLIC WORKS	llafleur					08/25/2026
	110-811-54109	UTILITIES-PWF		616.00	1.00		616.00
10-80582.00 JUL							
00052435	KOOTENAI COUNTY SOLID WASTE	08/14/2026	08/25/2026	323.40	323.40	Open	N
	CITY HALL	llafleur					08/25/2026
	110-811-54102	UTILITIES - CITY HALL		323.40	1.00		323.40
10-30143.00 JUL							
00052442	KOOTENAI COUNTY SOLID WASTE	08/14/2026	08/25/2026	43.25	43.25	Open	N
	CITY OF HAYDEN DUMPSTER-GENERAL REFUSE	llafleur					08/25/2026
	110-532-54307	HAZARDOUS MATERIAL DISPOSAL		21.47	1.00		12.27
	110-541-54322	PARKS-GROUNDS		21.78	1.00		21.78

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 08/25/2026 - 08/25/2026
POSTED AND UNPOSTED OPEN
BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due / Units	Status / Quantity	Posted / Post Date / Unit Price
47298							
00052387	LAKE CITY LAW GROUP PLLC	08/06/2026	08/25/2026	13,175.50	13,175.50	Open	N
	LEGAL-GENERAL MATTERS	llafleur					08/25/2026
	110-211-53102	CIVIL LEGAL SERVICES		13,175.50		1.00	13,175.50
170854-1							
00052388	LAKE CITY RENTAL EQUIPMENT	08/06/2026	08/25/2026	53.90	53.90	Open	N
	CROFOOT PARK, SOCCER REPAIRS	llafleur					08/25/2026
	110-541-54420	EQUIPMENT & VEHICLE RENTAL		53.90		1.00	53.90
171050-1							
00052389	LAKE CITY RENTAL EQUIPMENT	08/10/2026	08/25/2026	20.52	20.52	Open	N
	PROPANE	llafleur					08/25/2026
	110-531-56101	STREET SHOP SUPPLIES		20.52		1.00	20.52
T25526RM-2							
00052457	LOCAL HIGHWAY TECHNICAL ASSISTANCE	05/12/2026	08/25/2026	160.00	160.00	Open	N
	T2 CENTER CLASSES- ROADWAY MATERIAL FOR	llafleur					08/25/2026
	110-531-55801	TRAVEL, MEETINGS, TRAINING		160.00		1.00	160.00
T25626PM-3							
00052458	LOCAL HIGHWAY TECHNICAL ASSISTANCE	05/12/2026	08/25/2026	240.00	240.00	Open	N
	T2 CENTER CLASSES- PAVEMENT MAINT FOR 3	llafleur					08/25/2026
	110-531-55801	TRAVEL, MEETINGS, TRAINING		240.00		1.00	240.00
2422-26-3							
00052377	MATRIX CONSULTING GROUP, LTD	08/07/2026	08/25/2026	44,800.00	44,800.00	Open	N
	LAW ENFORCEMENT FEASIBILITY ASSESSMENT 7	dcollins					08/25/2026
	110-211-53010	PROFESSIONAL SERVICES		44,800.00		1.00	44,800.00
576668							
00052390	NAPA AUTO PARTS	07/28/2026	08/25/2026	792.40	792.40	Open	N
	#43 BATTERY	llafleur					08/25/2026
	110-533-54043	2017 WANCO VAR MSG SIGN (2) R&M		792.40		1.00	792.40
576777							
00052391	NAPA AUTO PARTS	07/29/2026	08/25/2026	(108.00)	(108.00)	Open	N
	BATTERY CORE #43	llafleur					08/25/2026
	110-533-54043	2017 WANCO VAR MSG SIGN (2) R&M		(108.00)		1.00	(108.00)

INVOICE REGISTER FOR CITY OF HAYDEN

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576846							
00052392	NAPA AUTO PARTS	07/29/2026	08/25/2026	67.38	67.38	Open	N
	#43 ENGINE PAINT	llafleur					08/25/2026
	110-533-54043	2017 WANCO VAR MSG SIGN (2) R&M		67.38	1.00		67.38
577042							
00052394	NAPA AUTO PARTS	07/30/2026	08/25/2026	171.10	171.10	Open	N
	#43 BATTERY & CORE	llafleur					08/25/2026
	110-533-54043	2017 WANCO VAR MSG SIGN (2) R&M		171.10	1.00		171.10
577295							
00052395	NAPA AUTO PARTS	07/31/2026	08/25/2026	51.44	51.44	Open	N
	#42 PARTS	llafleur					08/25/2026
	110-533-54042	2017 WANCO VAR MSG SIGN (1) R&M		51.44	1.00		51.44
577840							
00052396	NAPA AUTO PARTS	08/04/2026	08/25/2026	70.15	70.15	Open	N
	#42 PARTS	llafleur					08/25/2026
	110-533-54042	2017 WANCO VAR MSG SIGN (1) R&M		70.15	1.00		70.15
578271							
00052410	NAPA AUTO PARTS	08/06/2026	08/25/2026	11.91	11.91	Open	N
	PARKS GENERATOR	llafleur					08/25/2026
	110-541-57702	TOOLS & SMALL EQUIPMENT		11.91	1.00		11.91
580043							
00052447	NAPA AUTO PARTS	08/17/2026	08/25/2026	30.99	30.99	Open	N
	#61 RAIN X BLADES	llafleur					08/25/2026
	110-542-54061	2024 GMC SIERRA 3500HD (SPRINKLER TRUCK)		30.99	1.00		30.99
2002014-1000201							
00052412	NORTH 40 OUTFITTERS	08/07/2026	08/25/2026	35.88	35.88	Open	N
	SHOP	llafleur					08/25/2026
	110-531-56101	STREET SHOP SUPPLIES		35.88	1.00		35.88
103816901 JUL 2							
00052422	NORTH KOOTENAI WATER DIST	08/18/2026	08/25/2026	39.37	39.37	Open	N
	H-2 LIFT STATION	llafleur					08/25/2026
	210-247-57005	H-2 WALMART PS UTIL		39.37	1.00		39.37

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0032634570							
00052437	OXARC INC	08/12/2026	08/25/2026	136.77	136.77	Open	N
	LRG HARNESS	llafleur					08/25/2026
	110-531-57702	TOOLS & SMALL EQUIPMENT		136.77	1.00	136.77	
01-190410							
00052439	RAGAN EQUIPMENT INC.	08/14/2026	08/25/2026	277.09	277.09	Open	N
	REPAIR #79	llafleur					08/25/2026
	110-542-54079	2008 JOHN DEERE 3520 MOWER R&M		277.09	1.00	277.09	
01-190408							
00052440	RAGAN EQUIPMENT INC.	08/14/2026	08/25/2026	155.96	155.96	Open	N
	MOWING HEAD	llafleur					08/25/2026
	110-541-57702	TOOLS & SMALL EQUIPMENT		155.96	1.00	155.96	
01-190188							
00052441	RAGAN EQUIPMENT INC.	08/10/2026	08/25/2026	368.08	368.08	Open	N
	#77 2-TURN TIRES	llafleur					08/25/2026
	110-542-54077	2014 ZERO-TURN MOWER R&M		368.08	1.00	368.08	
24000057472							
00052451	RCX SPORTS, LLC	08/11/2026	08/25/2026	4,865.00	4,865.00	Open	N
	NFL FLAG FOOTBALL SHIRTS	llafleur					08/25/2026
	110-711-56404	TEAM SHIRTS		4,865.00	1.00	4,865.00	
2106							
00052438	ROCKHOUND LANDSCAPE SUPPLY INC.	08/07/2026	08/25/2026	354.00	354.00	Open	N
	600 SQ FT SOD	llafleur					08/25/2026
	110-541-54322	PARKS-GROUNDS		354.00	1.00	354.00	
45270567							
00052397	RODDA PAINT COMPANY CORP.	08/03/2026	08/25/2026	190.92	190.92	Open	N
	STRIPING	llafleur					08/25/2026
	110-532-54313	ROADWAY STRIPING		190.92	1.00	190.92	
45270653							
00052400	RODDA PAINT COMPANY CORP.	08/04/2026	08/25/2026	326.80	326.80	Open	N
	PARKING LOT PAINT	llafleur					08/25/2026
	110-532-54304	ROAD & PARKING LOT MAINTENANCE		326.80	1.00	326.80	

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 08/25/2026 - 08/25/2026
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REIMBURSEMENT 8							
00052427	SHANNON DRAPPO	08/13/2026	08/25/2026	36.98	36.98	Open	N
	EMPLOYEE REIMBURSEMENT 8/2026	dcollins					08/25/2026
	110-301-56101	OFFICE SUPPLIES		36.98	1.00		36.98
JULY 2026							
00052423	SHIRTS, AMBER ROSE	08/14/2026	08/25/2026	2,000.00	2,000.00	Open	N
	COME TOGETHER BENCH-PAINTING	llafleur					08/25/2026
	110-111-58025-2305	ARTS COMMISSION		2,000.00	1.00		2,000.00
857879							
00052429	THE HILLER COMPANIES, LLC	08/18/2026	08/25/2026	727.21	727.21	Open	N
	EXTINGUISHER MAINT	llafleur					08/25/2026
	110-811-54301	CH BUILDING MAINT & REPAIR		727.21	1.00		727.21
JULY 2026							
00052425	VILLAGOMEZ, CHRISTINA	08/14/2026	08/25/2026	2,000.00	2,000.00	Open	N
	COME TOGETHER BENCHES-PAINTING	llafleur					08/25/2026
	110-111-58025-2305	ARTS COMMISSION		2,000.00	1.00		2,000.00
JULY 2026 STATE							
00052459	VISA	07/28/2026	08/25/2026	4,364.45	4,364.45	Open	N
	7/28/26 VISA STATEMENT	dcollins					08/25/2026
	110-230-53403	IT SUPPORT SERVICES & TRAINING		53.30	1.00		53.30
	110-230-57717	GENERAL HARDWARE		107.99	1.00		107.99
	210-241-56103	OPERATING SUPPLIES		1,040.00	1.00		1,040.00
	110-211-56100	POSTAGE		21.65	1.00		21.65
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		128.69	1.00		128.69
	110-533-54099	TOTAL EQUIP/VEHICLE REPAIR & MAINTENANCE		23.57	1.00		23.57
	110-721-58001-1153	SPECIAL EVENTS-HAYDEN DAYS		383.13	1.00		383.13
	110-711-56105	PROGRAM EQUIPMENT/SUPPLIES		1,233.04	1.00		1,233.04
	110-349-56401	BOOKS & TECHNICAL REFERENCES		416.50	1.00		416.50
	110-301-56101	OFFICE SUPPLIES		119.97	1.00		119.97
	110-345-55801	TRAVEL, MEETINGS, TRAINING		86.61	1.00		86.61
	110-211-55801	TRAVEL, MEETINGS, TRAINING		750.00	1.00		750.00
41014140-005							
00052413	WELCH COMER & ASSOCIATES INC.	08/03/2026	08/25/2026	102,022.70	102,022.70	Open	N
	PROFESSIONAL SERVICES 06/21/2026-07/18/2	llafleur					08/25/2026
	130-899-59831-7721	PROJECT DESIGN		102,022.70	1.00		102,022.70

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41014150-004							
00052414	WELCH COMER & ASSOCIATES INC.	08/03/2026	08/25/2026	13,515.85	13,515.85	Open	N
	PROFESSIONAL SERVICES 06/21/26-07/18/26	llafleur					08/25/2026
	130-899-59831-8020	PROJECT DESIGN		13,515.85	1.00	13,515.85	
1169057							
00052402	ZIEGLER LUMBER COMPANY INC.	08/07/2026	08/25/2026	36.40	36.40	Open	N
	CONCRETE MIX	llafleur					08/25/2026
	110-532-54308	STREET SIGN MAINTENANCE		36.40	1.00	36.40	
1170233							
00052403	ZIEGLER LUMBER COMPANY INC.	08/10/2026	08/25/2026	30.94	30.94	Open	N
	TOOLS	llafleur					08/25/2026
	110-531-57702	TOOLS & SMALL EQUIPMENT		30.94	1.00	30.94	
1173184							
00052454	ZIEGLER LUMBER COMPANY INC.	08/14/2026	08/25/2026	102.39	102.39	Open	N
	BLADE	llafleur					08/25/2026
	110-532-54308	STREET SIGN MAINTENANCE		102.39	1.00	102.39	
208-189-0545 8/							
00052415	ZIPLY FIBER	08/01/2026	08/25/2026	602.75	602.75	Open	N
	PHONE CHARGES FOR AUG 2026	llafleur					08/25/2026
	210-247-57016	HEATHERSTONE LS UTIL		89.10	1.00	89.10	
	210-247-57009	H-1 LIFT STATION UTIL		91.57	1.00	91.57	
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		133.96	1.00	133.96	
	210-247-57005	H-2 WALMART PS UTIL		96.72	1.00	96.72	
	210-247-57018	MAPLE GROVE LS UTIL		95.70	1.00	95.70	
	110-211-55300	COMMUNICATIONS/PHONES		95.70	1.00	95.70	
	110-811-54102	UTILITIES - CITY HALL		0.00	1.00	0.00	

# of Invoices:	80 # Due: 80	Totals:	247,545.04	247,545.04
# of Credit Memos:	1 # Due: 1	Totals:	(108.00)	(108.00)
Net of Invoices and Credit Memos:			247,437.04	247,437.04

--- TOTALS BY FUND ---

110	GENERAL FUND	118,118.57	118,118.57
112	HONEYSUCKLE BOAT LAUNCH FUND	1,287.00	1,287.00
130	MAJOR CAPITAL PROJECTS FUND	115,538.55	115,538.55
210	SEWER OPER. & MAINT. FUND	12,492.92	12,492.92

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--- TOTALS BY DEPT/ACTIVITY ---							
	111 GEN-MYR OPERATING & ADMINISTRAT			8,058.78	8,058.78		
	211 GEN-ADM OPERATING & ADMINISTRAT			69,330.57	69,330.57		
	228 PASSTHRU & BAD DEBT EXPENSES			3,531.57	3,531.57		
	230 GEN-ADM INFORMATION TECHNOLOGY			1,000.19	1,000.19		
	241 OPERATING & ADMINISTRATIVE			2,426.52	2,426.52		
	246 LIFT/PUMP STATION R&M			10,495.30	10,495.30		
	247 LIFT/PUMP STATION UTIL			412.46	412.46		
	250 FUND BALANCES			445.64	445.64		
	252 LAW ENFORCEMENT OPERATING & ADM			12,621.00	12,621.00		
	291 GEN-ADM CAPITAL LEASES PRINCIPA			1,269.87	1,269.87		
	301 COMDEV--P&D OPERATING & ADMINIS			156.95	156.95		
	345 COMDEV P&D OPERATING & ADMINIST			3,097.61	3,097.61		
	349 COMDEV BLD OPERATING & ADMINIST			416.50	416.50		
	350 COMDEV VEHICLES			281.45	281.45		
	512 PW-ADM EQUIP/VEHICLE FUEL & MAI			70.86	70.86		
	531 PW-STR OPERATING & ADMINISTRATI			816.97	816.97		
	532 PW-STR ROAD MAINTENANCE			1,540.58	1,540.58		
	533 PW-STR EQUIP/VEHICLE R&M			2,119.80	2,119.80		
	541 PW-PKS OPERATING & ADMINISTRATI			1,191.26	1,191.26		
	542 PW-PKS EQUIP/VEHICLE R&M			1,123.14	1,123.14		
	711 REC OPERATING & ADMINISTRATIVE			6,384.47	6,384.47		
	712 REC EQUIP/VEHICLE FUEL MAINT			63.20	63.20		
	721 REC EV OPERATING & ADMINISTRATI			1,878.13	1,878.13		
	740 RECREATION PROGRAMS			85.60	85.60		
	811 FACIL OPERATING & ADMINISTRATIV			3,080.07	3,080.07		
	899 CAPITAL PURCHASES/PROJECTS			115,538.55	115,538.55		

2. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
3. **COMMISSION REPORT**
   A. Hayden Urban Renewal Agency
4. **PUBLIC HEARING (Public Testimony will be received for these items)**
   A. *ACTION ITEM* Amending Fiscal Year 2025-2026 Budget
   B. *ACTION ITEM* Fiscal Year 2026-2027 Budget

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

City of Hayden FY2027 BUDGET

AUGUST 25, 2026 BUDGET PRESENTATION

Executive Summary

The City of Hayden is proud to produce the FY2027 budget to the community. Overall, the budget takes into consideration some moving and fixed capital expenses, tied to the city's moving capital and fixed capitals plans. Additionally, the creation of new positions is included to better support the frontline staffing needs as well as support our administrative services within the Engineering Department. These necessary positions come as the community grows into a larger city which addresses a wider range and more public projects that warrants additional staffing to ensure reasonable staff response times are adhered to.

These strategic investments allow the city to maintain our current levels of service that the citizen enjoyed when working on site specific projects and by continuously investing into newer equipment before failure occurs.

Next, the city is excited to pursue several fixed capital projects within our transportation systems and investing in Parks design and construction:

Transportation projects:

- Design and Right-of-Way acquisition of the Honeysuckle/Government Way Intersection
- Right-of-way acquisition and construction of the Miles/Government Way Intersection
- Construction of the Prairie/Courcelles Signal – A partnership project with Coeur d'Alene and Post Falls Highway District
- Design of the Government Way/Wyoming Intersection
- Design of the Government Way/Dakota Intersection
- Continued negotiations of the Right-of-Way acquisition of the Hayden/Ramsey and Hayden/Atlas intersections

Executive Summary

Parks Projects:

- Hayden Canyon Park Phase 2 Construction
- Honeysuckle Beach Boat Ramp and Walkway Improvements
- McIntire Park Phase 1 Reconstruction
- E. Miles Ave- Neighborhood Park master planning and design
- Broadmoore Park Playground Equipment replacement
- Finucane Field fence replacement and Bathroom restoration

Within the City's sewer system the following projects are contemplated for the FY2027 fiscal year:

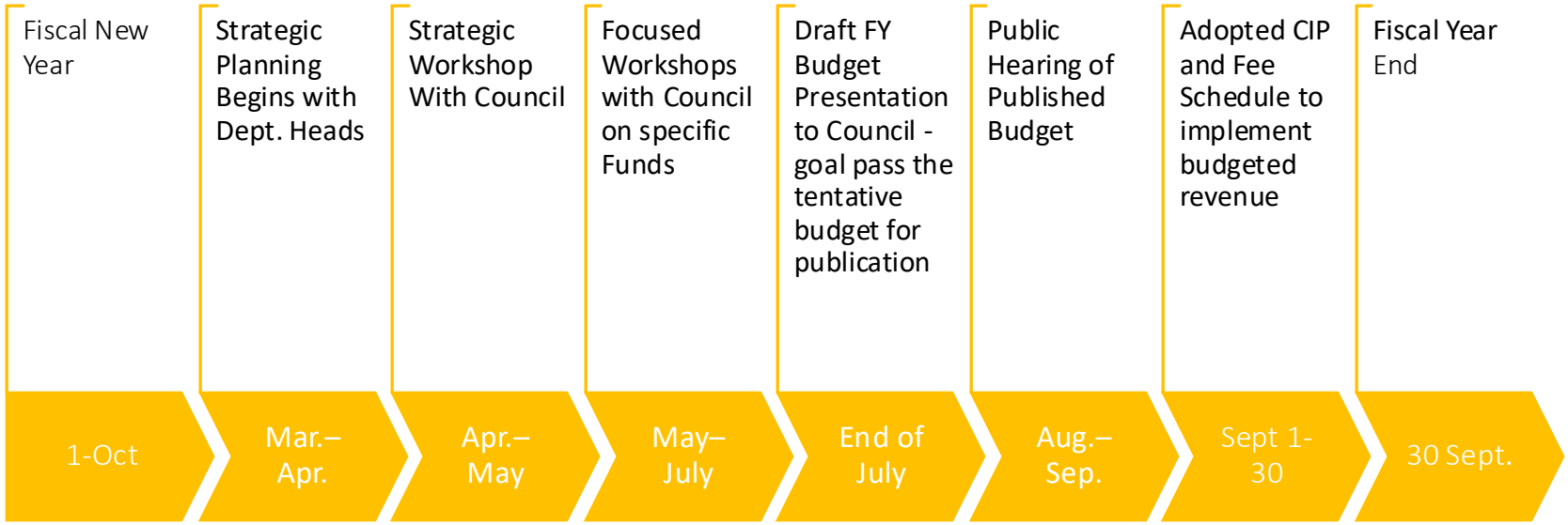
- Develop a sewer master plan to replace the existing plan
- Complete the sewer collection rate study and capitalization plan
- Complete H2 piping improvements
- Honeysuckle Gravity Sewer Upsizing; Phase 1A
- East Hayden Ave Gravity Sewer Upsizing Phase 1A (Government way to Maple)

The City of Hayden wants the public to know the city is always frugal with citizens' money and that we strive to continue to make wise decisions around when to save and when to invest dollars that promulgate the vision of its citizens. We hope this presentation of the City's FY27 Budget helps explain the work the City completes on behalf of its citizen.

Any questions relating to the FY27 budget or city finances can be sent to Lisa Ailport, City administrator at lailport@haydenid.gov or Jennifer Gahringer, Finance Director at jgahringer@haydenid.gov

Lisa M Ailport

The Budget Timeline
October 1st – September 30th





Est. Population 18,000 upon build out of all housing permits

Population / square mile = 1,805

Median Age is 42.1 (us census)

Median household income = $82,958 (us census)

Median house price = $650,000 (realtor.com)

17th largest City in Idaho

37 Fulltime employees

188 lane miles of road maintenance

70 Acres Of Park land (acquisition of 2.0 acres off Miles Ave)

16,376 linear feet of gravity sewer mains
14,360 linear feet of forcemain (H6)

HARSB Sewer Treatment Facility

FY2027 Budget Summary

	Revenues	FY24 Actuals	FY2025 Actuals	FY2026 Budget	FY2027 Budget
110	General Fund	$9,203,494.89	$9,296,926	$9,110,399	$10,399,515
111	GF Investments (111)	$999,221.57	$830,275	$-	$3,922,049
111	FMV Adjustment		$50,284	$-	$-
130	GF Major Capital	$5,806,954.99	$5,651,277	$2,665,196	$5,862,000
113-185	Special Revenue Funds	$144,143.18	$113,536	$903,006	$822,344
120	Circulation Impact Fund	$1,317,487.79	$1,158,246	$6,616,050	$683,824
121	Parks Impact Fund	$1,615,532.11	$522,073	$2,072,987	$2,855,372
210-213	Enterprise Fund(s) (Sewer)	$23,264,837.80	$9,235,608	$23,273,749	$11,722,664
	Total	$42,351,672.33	$26,858,225	$44,641,387	$36,267,770

	Expenses	FY24 Actuals	FY2025 Actuals	FY2026 Budget	FY2027 Budget
110	General Fund	$7,546,775.61	$7,986,178	$9,110,399	$10,399,515
111	GF Investments (111)	$-	$-	$-	$3,922,049
130	GF Major Capital	$4,237,906.44	$5,152,532	$2,665,196	$5,862,000
113-185	Special Funds	$76,171.79	$112,089	$903,005	$822,344
120	Circulation Impact Fund	$1,983,734.59	$1,486,830	$6,616,050	$683,824
121	Parks Impact Fund	$860,428.98	$184,075	$2,072,987	$2,855,372
210-213	Enterprise Fund (Sewer)	$8,156,435.76	$8,931,017	$23,273,749	$11,722,664
	Total	$22,861,453.17	$23,852,722	$44,641,387	$36,267,770

Types of Revenues- (typically finite)

General Fund

- Taxes (sales, vehicle registrations, gas, property, Liquor)
- Fees (charges for service, sale of assets)
- Grants/Fines/Interest

Sewer Enterprise

- Fees- connection
- Rates- monthly
- Loans- debt service

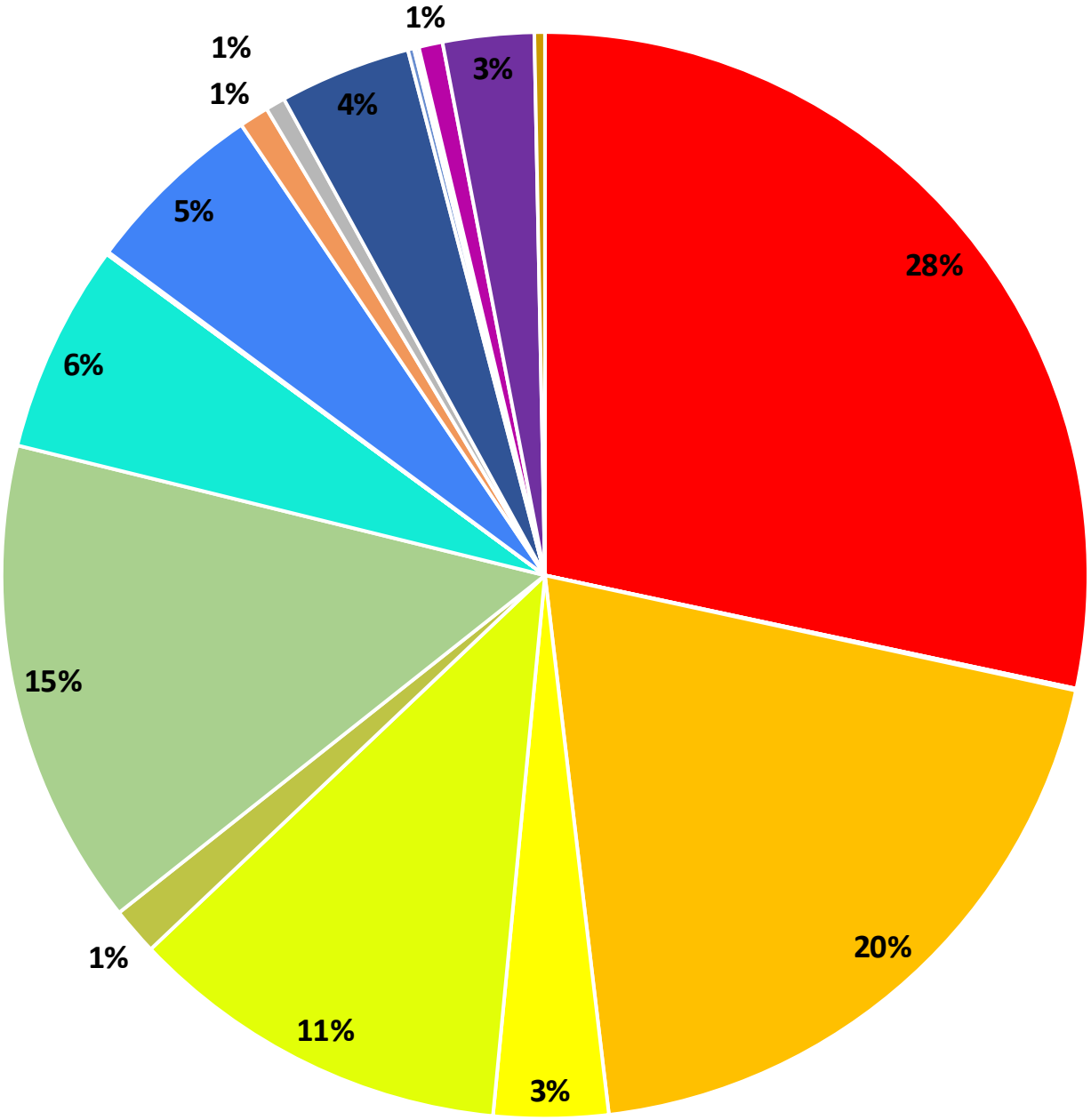
Special Funds

- Fee's with use restrictions (development impact fees)
- Special Assessments (LID's)
- Donations

Types of Expenditures-

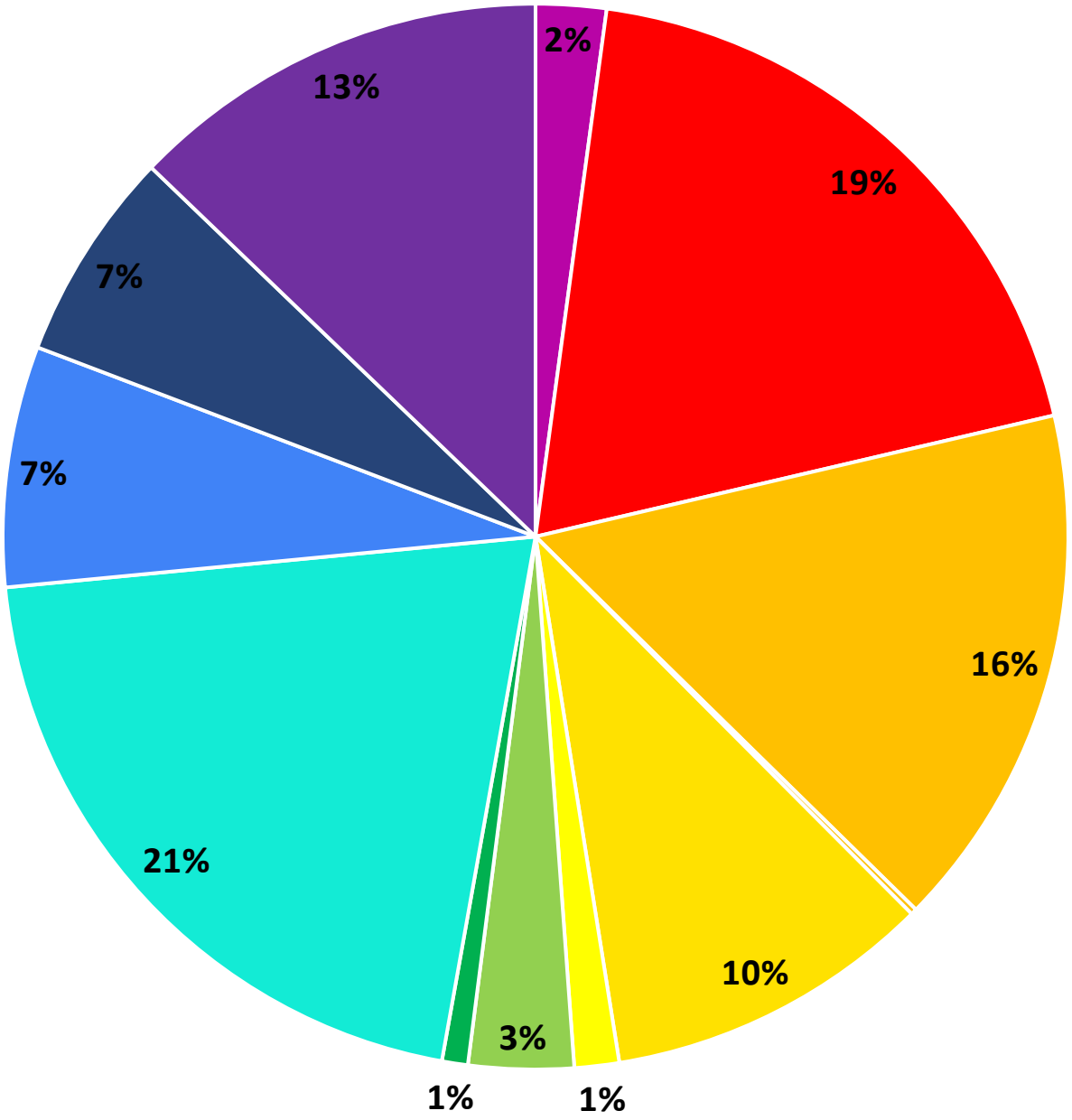
- Labor and Fringe (Workforce Adjustments)
- Operations and Maintenance (O&M)
- Captial (moving and fixed)
- Reserve Funding

General Fund Revenue-FY25



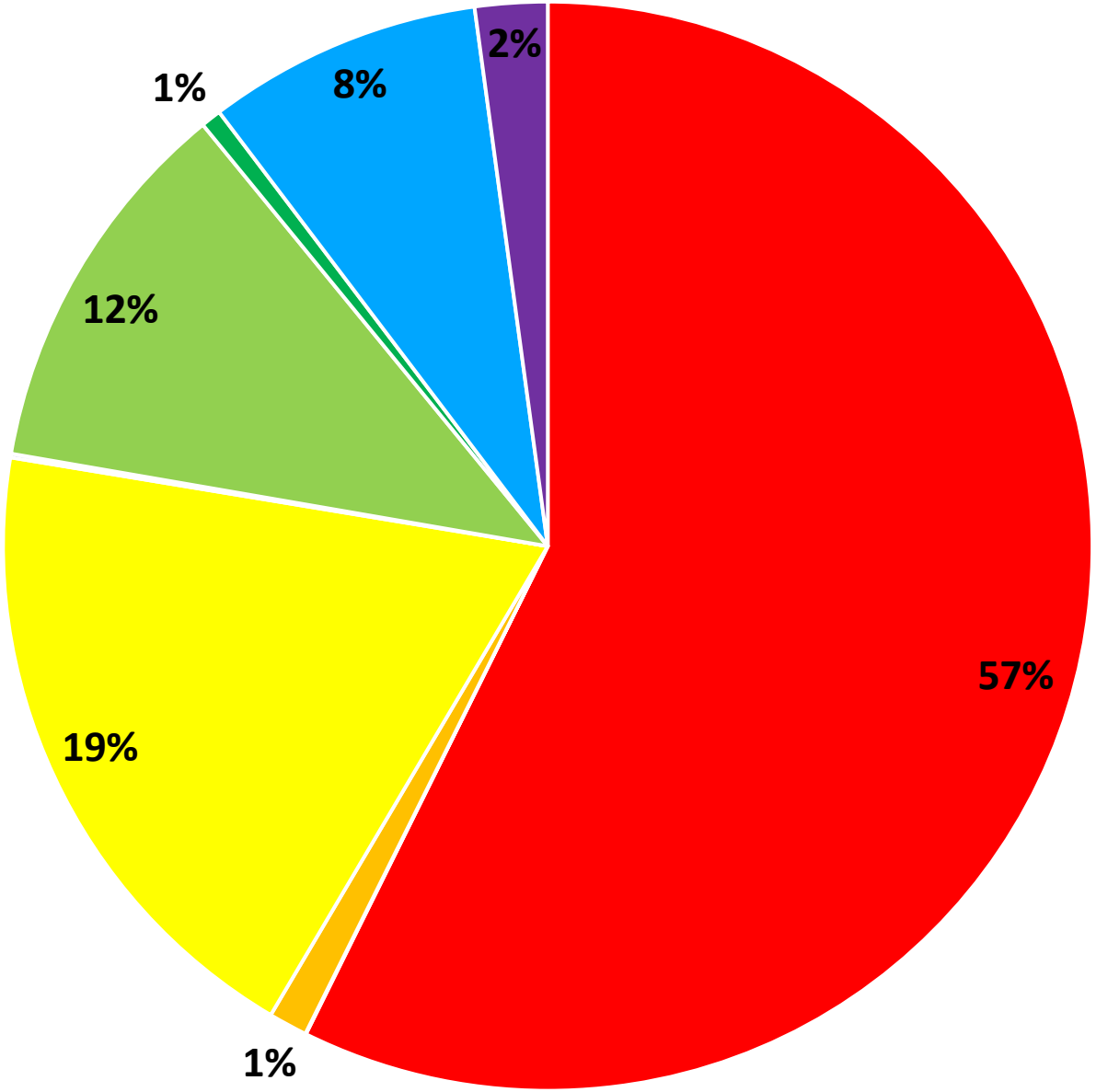
- Property Tax
- Recaptured Judgment
- CEA Tax Distribution
- Sales Tax
- Franchise Fees
- Community Development Fees
- Licenses, Permits, Agreements
- Highway Distribution
- Liquor Tax
- HURA Reimbursement
- NLFPD Cost for service
- Federal Grants, etc.
- State Gov. Grants
- Charges for service
- Fines
- Interest
- Adjustment for FMV
- Private Donations
- Other Financing Sources
- Capital Assets Dispositions
- Recreation
- Community Events

General Fund Expense-FY25

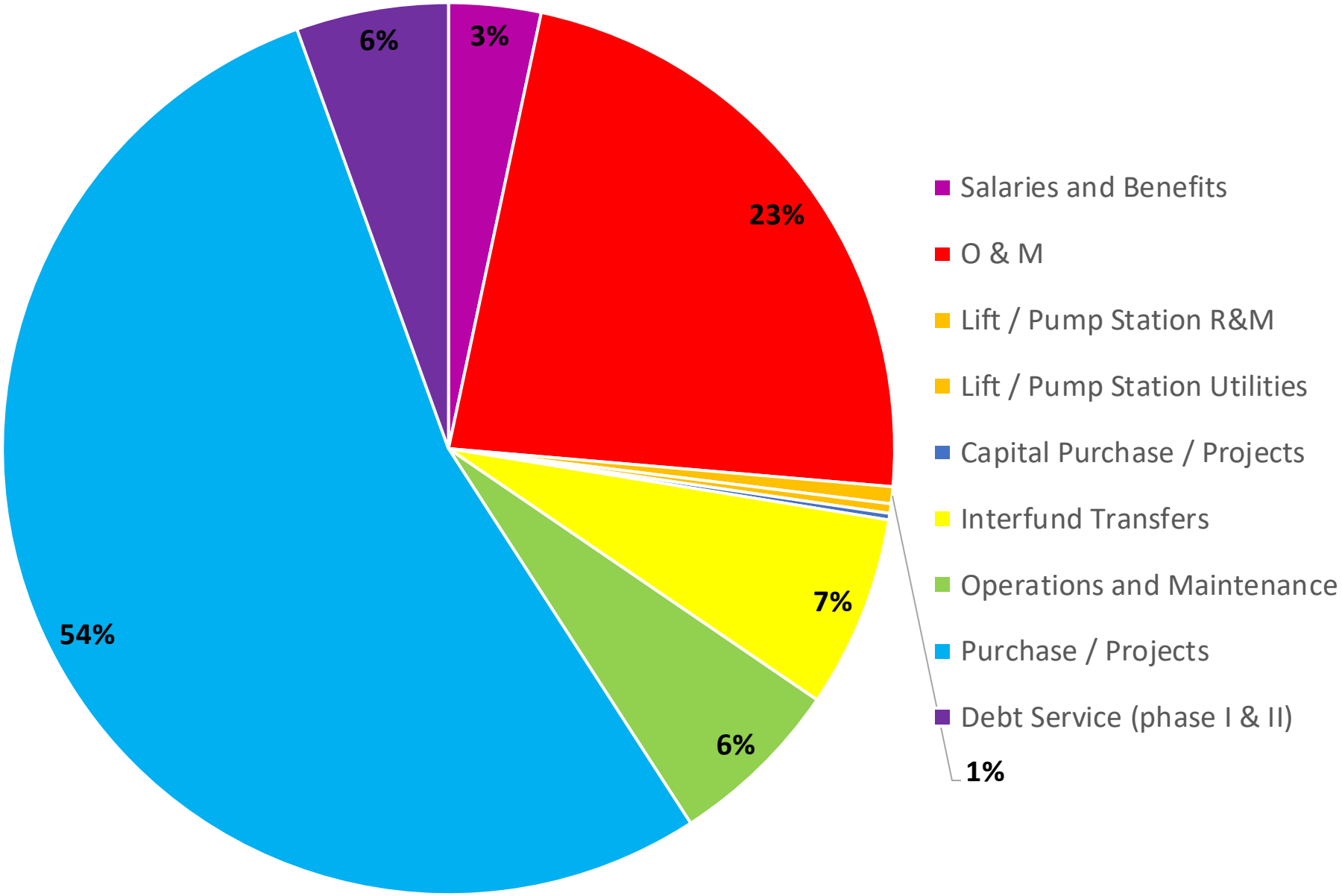


- Mayor and Council
- General Admin
- Law Enforcement/Prosecution
- Leased Payments
- Community Development
- Engineering
- Public Works Admin
- Public Works Forestry
- Public Works Streets
- Public Works Parks
- Recreation/Events
- Public Facilities

Sewer Revenue-FY25



Sewer Fund Expenses-FY25





5 Year Capital Improvement Plan

- Each Year the City adopts a 5-year capital improvement Plan that helps financially plan ahead for the future fiscal years and beyond. The following pages illustrate this effort for the following 2027 fiscal year.

PARKS CIP

City of Hayden

5 - Year Parks Capital Improvement Program

FY 2027-2031

	Project Name	Work Discription	Plannned Budget $	General Fund	Parks Impact Fees	Boat Launch Fees	Payment in Lieu	Special Fund Source	Grants	Hayden Urban Renewal Agency (HURA)	Local Improvement District	Notes / Consultant
2027	Park Property Acquisition Viking Construction	Property Acquisition	$ 773,000.00		$ 773,000.00	$ -	$ -					
	Hayden Canyon Park Phase 2	Construction	$ 1,190,000.00		$ 1,190,000.00	$ -	$ -					
	Honeysuckle Beach Boat Ramp & Walkway Improvements	Construction	$ 325,000.00			$ 75,000.00	$ -		$ 250,000.00			IDPR Grant Funding Approved 6/2026
	Parks Master Plan	Planning Study	$ 400,000.00	$ 262,480.00	$ 137,520.00	$ -	$ -					
	McIntire Park Improvements Design	Design	$ 60,000.00	$ 20,628.00	$ 39,372.00	$ -	$ -					
	NP NE 2 - Neighborhood Park	Property Acquisition	$ 404,232.00		$ 404,232.00							
	Honeysuckle Corridor Plan	Planning Study	$ 250,000.00	$ 164,050.00	$ 85,950.00	$ -	$ -					Council Priority
	Miles Avenue Park Master Plan	Planning Study	$ 60,000.00	$ 11,490.00	$ 48,510.00	$ -	$ -					
	Miles Avenue Park Design	Design	$ 75,000.00	$ 14,362.00	$ 60,638.00	$ -	$ -					
	McIntire Park Improvements Phase I	Construction	$ 2,000,000.00		$ -					$ 2,000,000.00		
	Broadmoore Park Playground Replacement	Construction	$ 90,000.00	$ 90,000.00	$ -	$ -	$ -					
	Finucane Restroom Restoration Interior/Exterior	Construction	$ 60,000.00	$ 60,000.00	$ -	$ -	$ -					
	Finucane Field 2 Fence Replacement	Construciton	$ 22,000.00	$ 22,000.00		$ -	$ -					
	2027 TOTAL		$ 5,709,232.00	$ 645,010.00	$ 2,739,222.00	$ 75,000.00	$ -	$ -	$ 250,000.00	$ 2,000,000.00	$ -	

TRANSPORTATION CIP

City of Hayden

5 - Year Transportation Capital Improvement Program

FY 2027-2031

Year	Project Name		Work Discription	Plannned Budget $	Capital Fund (130)	Circulation Impact Fees	Payment in Lieu	Grants	Hayden Urban Renewal Agency (HURA)	Local Improvement District	Notes / Consultant
2027	Hayden /Atlas Intersection	109	Right of Way Acquisition	$ 350,000	$ 350,000						Impact Fee Eligible
	Honeysuckle / Government Way Intersection	107	Design & ROW	$ 807,000	$ 400,000				$ 407,000		Impact Fee Eligible
	Prairie/Courcelles Signal (CDA/PFHD Partnership)	Interagency	Construction	$ 200,000	$ 200,000						
	Government Way/ Wyoming	112	Design	$ 300,000	$ 150,000				$ 150,000		Impact Fee Eligible
	Government way/ Dakota Intersection Improvement	206	Design	$ 100,000					$ 100,000		Impact Fee Eligible
	Hayden/Ramsey Intersection	108	Right of Way Acquisition Phase I	$ 650,000	$ 650,000						
			2027 TOTAL	$ 2,407,000.00	$ 1,750,000.00	$ -	$ -	$ -	$ 657,000.00	$ -	

Park / Street Impact Fees

Parks:

- $773,000 Viking Park Property Acquisition
- $1,190,000 Hayden Canyon Park Phase 2 Construction
- $137,520 Parks Master Plan Update
- $39,372 McIntire Park Phase 1 Design
- $404,232 Park Acquisition
- $85,950 Honeysuckle Corridor Plan
- $48,510 Miles Ave Park Master Plan
- $60,638 Miles Ave Park Design

Honeysuckle Boat Launch (112)

- Waterways Grant- $250,000
- Project $325,000- Includes $75,000 of city contributed funds (match funding) paid from Boat Launch Fees.

Capital Investments

- Moving Capital
  - Fleet Management
  - Equipment purchases
- Fixed Capital
  - Facilities Improvements
  - Major Capital- Transportation/Parks

Moving Fleet

Fleet Mgt	25-26	26-27	27-28	28/29
CD 1/2 Pickup	$45,000.00			
Parks - F550 w/snowplow	$120,000.00			
Streets - F550 w/snowplow	$120,000.00			
Parks - Replacement Truck 12			$55,000.00	
Streets - Sweeper Replacement			$400,000.00	
Streets - #24 De-icer Truck Replacement				$250,000.00
Streets - Replace Truck #18		$80,000.00		
Streets - Dump Truck Replacement		$300,000.00		$300,000.00
	$285,000.00	**$380,000.00**	**$455,000.00**	**$550,000.00**

Equipment

Equipment Mgt	25-26	26-27	27-28	28/29
Streets - Skid Steer		$112,082.00		
Streets- Skid steer - Attachments		$55,000.00		
Streets-Snow Plow Replacement for Truck 80		$17,000.00		
Streets- Wood Chipper		$26,000.00		
Parks-Kubota UTV with Sprayer		$35,000.00		
Parks- John Deere Tracker with Cab (replacement)		$67,000.00		
Parks- Turf Co CR8 Top Dresser		$26,000.00		
Parks- Mower (replace 76)		$27,000.00		
Parks-John Deere Zero Turn		$35,000.00		$35,000.00
Parks- 1-ton Dump Bed pickup				$65,000.00
Parks - Lawnmower and Trailer	$82,000.00			$85,000.00
	$82,000.00	**$400,082.00**	**$0.00**	**$185,000.00**

Fixed Facilities Planning

Facilities Improvements/Upgrades	25-26	26-27	27-28	28/29
PW-Exterior Electric	$17,500.00			
PW-Concrete Slab (Asphalt Storage)	$6,000.00			
PW-Hazardous Materials Compliance	$11,750.00			
PW-Cardlock Equipment	$15,000.00			
PW-Interior Electric	$8,300.00			
PW-De-Icer Pump Engines	$825.00			
PW-Hydraulic Lift	$27,000.00			
PW-Streets Swamp Cooler		$6,000.00		
PW-Windows for Parks and Streets		$7,500.00		
PW-Insulated Bay Door and Walls		$8,500.00		
PW-Add 24x30 Lean-to for equipment storage		$15,000.00		
PW- Cover for Sand pile		$12,000.00		
CH- Upstairs Carpet	$10,000.00			
CH- Downstairs Carpet		$12,000.00		
CH- Mechanical Maintenance (Mini split)	$7,920.00			
CH- Downstairs storage/office improvements		$15,000.00		
PW-Water Hookup			$8,000.00	
PW-Sewer Hookup			$11,000.00	
PW-Bathroom		$55,000.00		
PW - Finucane Parking Lot Maintenance		$160,000.00		
PW - Stoddard Parkint Lot Maintenance			$120,000.00	
PW - Croffoot Parking Lot Maintenance				$120,000.00
	$104,295.00	**$291,000.00**	**$194,000.00**	**$120,000.00**

Parks Improvement (121,130)

Parks Improvements	25-26	26-27	27-28	28/29
Broadmoore Park Playground		$90,000.00		
Finucane Parks Restroom Improvements-Interior		$35,000.00		
Finucane Parks Restroom Improvements-Exterior		$25,000.00		
Finucane Park softball fences (Field 2)		$22,000.00		
Stoddard Park- Stage	$26,000.00			
Stoddard Park- Silo	$50,000.00			
Finucane Park softball fences (Field 1)			$22,000.00	
Croffoot Field 6 Fence			$4,500.00	
Croffoot Basketball Court			$25,000.00	
Finucane Playground Update			$100,000.00	
Finucane Park softball fences (Field 3)			$22,000.00	
Croffoot Park Playground				$125,000.00
Stoddard Park- sidewalks/Gravel sections				$100,000.00
Total	**$76,000.00**	**$172,000.00**	**$173,500.00**	**$225,000.00**

Sewer Department





COLLECTION

TREATMENT

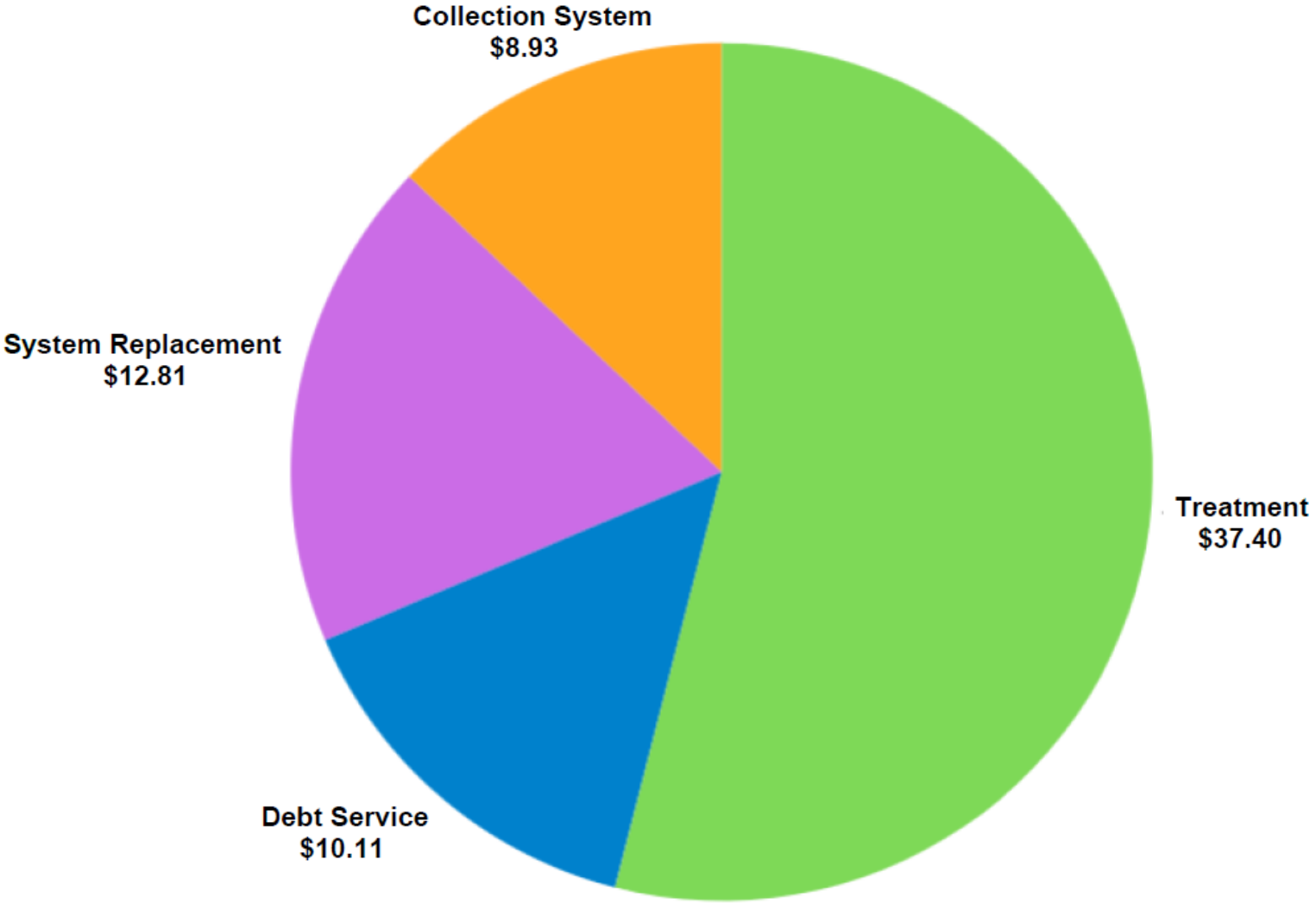
Sewer Collections and Treatment

- 5% Rate Increase anticipated ($3.25/month/ER)
  - Hayden Area Regional Sewer Board (HARSB) Treatment O&M Cost Increases (±4%)
  - Collection O&M Cost Increases (±1%)
- 2027 Collection Capital Improvement Planning:
  - Sewer Master Plan Update
  - Sewer Collection Rate Study/ Cap Fee Study
  - H2 Piping Improvements
  - Honeysuckle Gravity Sewer Upsize Phase 1A
  - East Hayden Gravity Sewer Upsize Phase 1A (Gov't Way to Maple)

Cost category	Category charge/month
Treatment	$37.40
System Replacement	$12.81
Debt Service	$10.11
Collection System	$8.93
Residential Monthly Rate	**$69.25**

FY 2026-27 Residential Sewer Rate (Proposed): $69.25/month

Distribution of Typical Monthly Residential Rate by Cost Category



Sewer Capital Improvement Plan

SEWER CIP

City of Hayden

5 - Year Sewer Capital Improvement Program

FY 2027-2031

	Project Name		Work Discription	Planned Budget $	Sewer O&M	Sewer Capacity	Payment In Lieu	HARSB / DEQ SRF Funding	
2027	Honeysuckle Gravity Sewer Upsize Phase 1a - 4th Ave to H1	1.01.1	Design/Construction	$ 300,000.00	$ 177,000.00	$ 123,000.00			
	Honeysuckle Force Main Phase 1a - 4th St. to H1	1.02.2	Design/Construction	$ 350,000.00				$ 350,000.00	
	Sewer Master Plan Update	114*	Planning	$ 250,000.00	$ 250,000.00				
	Sewer Collection System Rate / Cap Fee	N/A	Planning	$ 100,000.00	$ 60,000.00	$ 40,000.00			
	Sewer Treatment Facility Plan	N/A	Planning	$ 450,000.00				$ 450,000.00	
	H-2 Piping Improvements	1.02.1	Design/Construction	$ 150,000.00	$ 150,000.00				
	Hayden Avenue Gravity Upsize Phase 1a Gov't Way to Maple	2.01.3	Design/Construction	$ 725,000.00	$ 451,200.00	$ 253,800.00			
	2029 TOTAL			**$ 2,325,000.00**	**$ 1,088,200.00**	**$ 416,800.00**	**$ -**	**$ 800,000.00**	**$**

Wastewater Revenue Bond Debt Service

Wastewater Revenue Bond Phase I- Borrowed $8,777,754

- 2.0% for 20-Year Repayment Started in: 2016
- Principle: $378,647.68
- Interest: $99,754.50

Wastewater Revenue Bond Phase II- Borrowed $9,758,660

- 2.75% for 20-Year Repayment Started in: 2025
- Principle: $376,960.87
- Interest: $260,716.53

FY2027 Budget Summary

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120	Circulation Impact Fund	$1,317,487.79	$1,158,246	$6,616,050	$683,824
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	Total	$22,861,453.17	$23,852,722	$44,641,387	$36,267,770

5. **UNFINISHED BUSINESS**
   A. *ACTION ITEM* Resolution Adding the Artificial Intelligence Policy to the Employee Manual

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor and Hayden City Council

From: Shawn Langenderfer, Deputy City Clerk

Date: August 25, 2026

Agenda Item: Resolution to accept Artificial Intelligence Policy

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Agenda Item Location
Unfinished Business

Recommended Action or Motion
Approval of the Resolution adding the Artificial Intelligence Policy to the Employee Manual.

Summary
This policy was given to Council for review. It is now being submitted as a Resolution and will be added to the Employee Manual upon passing of the Resolution.

Fiscal Impact
There is no impact this is a Policy Change Only

Budget Funding Source / Transfer Request
Not Applicable

Attachment
Artificial Intelligence Policy and placement in the Employee Manual.

RESOLUTION NO. 2026 -

RESOLUTION ADOPTING THE UPDATED EMPLOYEE MANUAL TO INCLUDE AN ARTIFICIAL INTELLIGENCE POLICY

WHEREAS, the Employee Manual Policy (manual) serves as a guidebook and procedures affecting the employees of the City of Hayden; and

WHEREAS, the manual is being updated to include an Artificial Intelligence Policy; and

WHEREAS, the Artificial Intelligence Policy is attached hereto as EXHIBIT A; and

WHEREAS, the placement in the Employee Manual is noted in EXHIBIT B.

NOW THEREFORE, BE IT RESOLVED by the mayor and city council of the City of Hayden, Kootenai County, Idaho that the Artificial Intelligence Policy attached hereto as EXHIBIT A is hereby adopted and that staff of the City of Hayden is hereby authorized and directed to carry out such steps as may be necessary to implement said policy.

ADOPTED by the City Council the 25th day of August, 2026.

CITY OF HAYDEN

_____
Alan Davis, Mayor

Attest:

_____
Abbi Sanchez, City Clerk

EXHIBIT A

4. GENERAL POLICIES

I. Artificial Intelligence (AI) Use Policy

Artificial Intelligence (AI) is an emerging technology that may be useful for certain tasks, but it must be utilized with due caution and in accordance with this policy. The use of AI technology cannot replace the professional knowledge and expertise, critical thought, analysis, and decision-making of employees in the workplace. If employees choose to utilize AI tools to assist in work tasks, the employee remains personally responsible and accountable for the accuracy and authenticity of the work product.

Definitions:

- Artificial Intelligence (AI): Any machine-based system capable of performing tasks normally requiring human intelligence, including generative AI, predictive analytics and machine learning systems.
- Generative AI: AI systems that create content such as text, images, audio, code or data outputs.
- High Risk AI System – AI used in decision making processes that impact employment, public safety, permitting, enforcement, eligibility determinations, or allocation of public resources.

Staff may not use AI technology without prior approval of their supervisor and verification that all required training has been completed.

The following are Authorized Uses once an employee is approved to use AI:

- Drafting non-confidential documents.
- Research and summarization
- Data organization
- Public communications drafting (subject to review)
- Workflow automation
- Marketing collateral

All outputs must be reviewed for accuracy prior to official use.

Prohibited Uses:

- Input of non-public, sensitive, protected or regulated data into public or unapproved generative AI tools
- Automated decisions that determine eligibility, fines, benefits or rights without validated, bias mitigated processes and City Administrator or legal approval.
- Surveillance or monitoring of employees or the public without legal authority.

Security & Technical Controls

- Employees may only use AI platforms approved by the IT/IS Department.

EXHIBIT A

- Use must be on approved City networks and devices; AI use on unmanaged personal accounts for City business is prohibited.
- Vendor systems must meet City security standards; including encryption at rest and in transit, audit logs, secure development practices, and incident response commitments.
- Security assessments are required for High-Risk AI deployments.
- Use of AI technology to create or generate images, videos, or other visual or audio simulations must be disclosed. The AI-generated image or video must contain a printed disclosure on the image or video material clearly indicating that the image or video is AI-generated.

Misuse of AI technologies or violation of this policy by City staff may result in corrective and/or disciplinary action.

EXHIBIT B

Section **PAGE**

CHAPTER 3 – RULES OF EMPLOYEE CONDUCT

Employee Code of Conduct..... 16
Code of Ethics..... 16
Expected Conduct..... 16
Prohibited Workplace Conduct 17
Conflict of Interest..... 18
Gifts and Gratitude..... 18
Other Employment..... 18
Private Business Activities..... 19
Political Activities of Public Employees..... 19
Workplace Violence 19
Unlawful Workplace Discrimination, Harassment and Retaliation 20
Workplace Discrimination 20
Workplace Harassment 20
Workplace Sexual Harassment 20
Hostile Work Environment 21
Workplace Retaliation 21
Responsibilities 22
Employee Responsibilities 22
Supervisor Responsibilities 22
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General Policies 24
Dress Code 24
Soliciting 25
Social Media 25
Substance Abuse 26
No Smoking Policy 28
City Property Usage 28
Telephones 28
Cell Phones 28
Vehicles and Other Motorized Equipment 30
Electronic Communications 31
E-Mail 31
Computer Equipment and Software 32
Network 33
Internet 34

Artificial Intelligence Employee Use Policy INSERT HERE

CHAPTER 4 – EVALUATION AND DISCIPLINE

Employee Performance Evaluation..... 35
Discipline Policy..... 35
Opportunity to Be Heard..... 35

CHAPTER 5 – EMPLOYEE BENEFITS

B. *ACTION ITEM* Specialized Needs Recreation Contribution Increase Request

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: August 18, 2026

Agenda Item: Special Needs Recreation Contribution Increase Request for FY2027

Agenda Item Location
Unfinished Business

Recommended Action or Motion
For City Council to discuss and act upon the request made by Specialized Needs Recreation (SNR) to increase the City's annual contribution at the August 11 City Council meeting. Also, in this discussion would be whether the City would want to require an MOU or agreement with SNR.

Functional Impact of Authorizing
Specialized Needs Recreation is asking for an increase of $3,000.00 to match Hayden's contribution with its equitable share of 16%, based on the number of Hayden residents reported to participate in SNR programs. Currently, Hayden contributes $3,000.00, which represents about 8% of the total.

SNR also presented this information to the Parks, Recreation and Community Forestry Commission on July 15, and the members unanimously recommended an increase of $3,500.00 per year, which exceeds SNR's request of $3,000.00.

Functional Impact of Not Authorizing
By not supporting the increase, the City would not be paying its equitable share for its residents utilizing SNR programs, resulting in approximately an 8% gap, according to SNR's presentation.

Fiscal Impact
The total being requested from SNR for FY2027 is $6,000.00, which would include the $3,000.00 that has already been budgeted.

Budget Funding Source/Transfer Request
The contribution expense for SNR would be paid from Specialized Needs Recreation GL#110-721-58006. There is no revenue GL account to offset this expense.

Attachment
Special Needs Recreation Contribution Increase Request Letter for FY2027

August 17, 2026

Dear Hayden City Council,

On behalf of Specialized Needs Recreation (SNR), I respectfully request that the City of Hayden increase its annual contribution from $3,000 to $6,000 for the FY 2027 budget cycle to better reflect the number of Hayden residents participating in SNR's year-round recreation and social programs.

For more than 40 years, SNR has provided specialized recreation for children and adults with disabilities throughout our region. Our year-round programs promote healthy movement, independence, friendships, confidence, and community connection through Adult Life Group, Camp All-Stars, sports and fitness, evening activities, and community-based recreation.

Approximately 16% of SNR participants are Hayden residents, while Hayden's current $3,000 contribution represents approximately 8% of total municipal contributions. Increasing the City's contribution to $6,000 would bring that investment closer to 16%, creating a more equitable contribution based on the number of Hayden residents we serve.

Through this partnership, Hayden residents have access to specialized, inclusive recreation without the City having to independently develop, staff, transport, and operate these programs. SNR provides the experienced staff, transportation, programming, and infrastructure necessary to deliver these services year-round.

As participation continues to grow, we also propose reviewing and annualizing Hayden participation data each year. This will help ensure a fair and sustainable contribution structure is in place and allow future municipal contributions to appropriately reflect actual participation.

We are grateful for the City of Hayden's continued partnership and respectfully request that $6,000 be included in the City's FY 2027 budget for Specialized Needs Recreation, along with an annual review of Hayden participation data to help guide future contributions.

Thank you for your continued investment in accessible recreation and in creating a community where Hayden residents with disabilities have opportunities to move, connect, grow, and belong.

With gratitude,
Lindsay Patterson
Executive Director
Specialized Needs Recreation (SNR)

6. **NEW BUSINESS**
   A. *ACTION ITEM* Appropriation Ordinance Adopting FY2025-2026 Budget Amendments

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor and Hayden City Council
From: Lisa Ailport, City Administrator

Date: August 25, 2026

Agenda Item: Consider FY2026 Amended Annual Appropriation Ordinance Under Suspension of Rules and Authorize Publication of the Ordinance, by Title Only.

Agenda Item Location
New Business

Background and Recommended Action or Motion
Should council approve the ordinance, it is recommended that suspension of the rules take place as well to allow for the ordinance to be published before the beginning of the fiscal year.

The attached FY2026 Amended Appropriation Ordinance is presented to Council with the amended appropriation numbers for the affected fund, the city's major capital fund.

With the authorization of the Ramsey/Honeysuckle intersection improvements, the City's Major Capital fund needs to be adjusted to account for funding not anticipated being authorized with the adoption of the FY26 budget last August. The amendment allows the city to appropriate already existing funding to budget to be used for the Ramsey/Honeysuckle intersection.

Fiscal Impact
Council has already authorized the Ramsey/Honeysuckle intersection improvements, this action allows for the funds to be appropriated consistent with Idaho Code. Therefore, no fiscal impact is anticipated with this action.

Budget Funding Source / Transfer Request
N/A

Attachment
Draft Amended Appropriation Ordinance

CITY OF HAYDEN
ORDINANCE NO. _____
THE AMENDED APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025

AN ORDINANCE OF THE CITY OF HAYDEN, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE NO. 657 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, TO AUTHORIZE EXPENDITURES OF PREVIOUSLY UNBUDGETED FUNDS, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN THE CAPITAL PROJECT FUND, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Section 1: That the sum of $1,781,407 unappropriated funds, be, and the same is hereby appropriated to defray the additional necessary expenses and liabilities of the City of Hayden, Kootenai County, Idaho, for the fiscal year beginning October 1, 2025, relating to the Honeysuckle and Ramsey roundabout project activities and amending the allocation of already appropriated funds thereby amending and superseding those portions of the prior appropriations contained in Ordinance No. 657 of the City as shown herein.

Section 2: Purposes and amounts of amended appropriations. That the objects and purposes for which such additional or amended appropriations are made, and the amounts of such supplemental appropriations are as follows, after accounting for previously unappropriated fund balances:

ADDITIONAL REVENUES/FUNDING SOURCES

FUND BALANCE UNBUDGETED……. $1,228,953

ADDITIONAL OR AMENDED EXPENDITURES AUTHORIZED

HONEYSUCKLE/RAMSEY ROUNDABOUT PROJECT……...$1,781,407

Section 3: Tax levy unaffected. That the tax levy established for the City of Hayden for fiscal year beginning October 1, 2025, shall be unaffected by this ordinance.

Section 4: Amendment of prior appropriation ordinance. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended and superseded to the extent of such conflict to conform to the appropriations made by this ordinance.

Section 5: This ordinance shall take effect and be in full force upon its passage, approval and publication in accordance with the law.

PASSED under suspension of the rules upon which a roll call vote was duly taken and duly enacted at a regular meeting of the Mayor and City Council held on the 25th day of August, 2026

APPROVED by the Mayor this 25th day of August, 2026.

_____
Alan Davis, Mayor

Attest:

_____
Abbi Sanchez, City Clerk

B. *ACTION ITEM* Appropriation Ordinance Adopting FY2026-2027 Budget

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor and Hayden City Council
From: Lisa Ailport, City Administrator

Date: August 25, 2026

Agenda Item: Consider FY2027 Annual Appropriation Ordinance Under Suspension of Rules and Authorize Publication of the Ordinance, by Title Only.

Agenda Item Location
New Business

Background and Recommended Action or Motion
Should council approve the ordinance, it is recommended that suspension of the rules take place as well to allow for the ordinance to be published before the beginning of the fiscal year.

The attached FY2027 Appropriation Ordinance is presented to Council with the appropriation numbers and levied included.

> §50-1003: The city council of each city shall, prior to the commencement of each fiscal year, pass an ordinance to be termed the annual appropriation ordinance, which in no event shall be greater than the amount of the proposed budget, in which the corporate authorities may appropriate such sum or sums of money as may be deemed necessary to defray all necessary expenses and liabilities of such corporation, not exceeding in the aggregate the amount of tax authorized to be levied during that year in addition to all other anticipated revenues. Provided, the amount appropriated from property tax revenues shall not exceed the amount of property tax revenue advertised pursuant to section 50-1002, Idaho Code.

Fiscal Impact
For the City to pay its obligations, is it required to adopt an appropriation ordinance, by Idaho state law §50-1003.

Budget Funding Source / Transfer Request
N/A

Attachment
Draft Appropriation Ordinance

CITY OF HAYDEN
ORDINANCE NO. _____
THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, APPROPRIATING THE SUM OF $36,267,770 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO, FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, PROVIDING FOR A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY TO YIELD $2,808,217 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; PROVIDING FOR SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City of Hayden, Kootenai County, Idaho, as follows:

Section 1: That the sum of $36,267,770 be, and the same is appropriated to defray, the necessary expenses and liabilities of the City of Hayden, Kootenai County, Idaho, for the fiscal year beginning October 1, 2026.

Section 2: The objects and purposes for which said appropriation is made, and the amount of each object and purpose is as follows:

GOVERNMENTAL FUNDS:	
General Fund	$ 10,399,515
Investment Interest Earned	$ 3,922,049
Veterans' Memorial	$ 23,300
Payment-in-lieu of Future Infrastructure	$ 436,503
Impact Fees	
Circulation Impact Fees	$ 683,824
Parks Impact Fees	$ 2,855,372
Law Enforcement Impact Fees	$ 14,941
Capital Projects	$ 5,862,000
Other Governmental Funds	
Honeysuckle Boat Launch	$ 235,000
Council Chambers Media Center	$ 9,800
Government Way LID	$ 87,241
PROPRIETARY FUNDS:	
Sewer Fund	
Sewer Connection Assistance	$ 14,271
Sewer Operation and Maintenance	$ 6,956,201
Sewer Capitalization	$ 2,235,125
Wastewater Revenue Bond	$ 1,116,080
Sewer Assets Replacement	$ 1,415,260
FIDUCIARY FUNDS:	
City Museum	$ 1,288
TOTAL APPROPRIATION:	$36,267,770

Section 3: That a general tax levy on all taxable property within the City of Hayden be levied in the amount of $2,808,217 for the general purposes of said City, for the fiscal year beginning October 1, 2026.

Section 4: The ordinance is hereby declared to be severable. Should any portion of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 5: All provisions of the current Hayden Municipal Code or ordinances of the City of Hayden which conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall be effective upon passage and publication as provided by law.

PASSED under suspension of the rules upon which a roll call vote was duly taken and duly enacted at a regular meeting of the Mayor and City Council held on the 25th day of August, 2026

APPROVED by the Mayor this 25th day of August, 2026.

_____
Alan Davis, Mayor

Attest:

_____
Abbi Sanchez, City Clerk

C. *ACTION ITEM* Resolution Adopting 2027-2031 5-Year Capital Improvement Plan

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 08.25.2026

Agenda Item: Resolution adopting the 5-year Capital Improvement Plans for Transportation, Parks, and Sewer

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Agenda Item Location
Consent

Summary
This action adopts the updated 5-year Capital Improvement Plans for fiscal years 2027-2031 for Transportation, Parks, and Sewer.

Recommended Action or Motion
Motion: Move to adopt the 5-year Transportation, Parks, and Sewer Capital Improvement Plans for fiscal years 2027-2031.

Budget Impact
None.

Attachments
Resolution Adopting the FY 2027-2031 Capital Improvement Plans for Transportation, Parks, and Sewer
Transportation, Parks, and Sewer Capital Improvement Plans

RESOLUTION NO._____

ADOPTING FISCAL YEARS 2027-2031 CAPITAL IMPROVEMENT PLANS AND REPLACING PREVIOUS PLANS

WHEREAS, Capital Improvement Plans are essential tools in the planning, development, execution, and communication of important public works project; and

WHEREAS, Capital Improvement Plans reflect priorities driven by consistent evaluation of systemic needs and provide transparency to the public for the use of public resources and the investments in public facilities; and

WHEREAS, the City of Hayden plans its capital investments for transportation, parks, and sewer system improvements through the annual development and adoption of 5-year Capital Improvement Plan for each category; and

WHEREAS, projects listed in the Capital Improvement Plan are derived from priorities identified by the City's Transportation, Parks, and Sewer Master Plans; and

WHEREAS, the Capital Improvement Plans for Transportation, Parks, and Sewer identify projects, estimated timeframes for completion, and estimated costs that serve as a reference for the City's annual budget development and future financial planning; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAYDEN, that the attached capital improvement plans for fiscal years 2027-2031, attached hereto, is hereby adopted and by such adoption replaces all previously adopted City of Hayden Capital Improvement Plans.

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 2026

CITY OF HAYDEN

_____

Alan Davis, Mayor

ATTEST:

_____

Abbi Sanchez, Clerk

TRANSPORTATION CIP

City of Hayden

5 - Year Transportation Capital Improvement Program

FY 2027-2031

Year	Project Name		Work Discription	Plannned Budget $	Capital Fund (130)	Circulation Impact Fees	Payment In-Lieu	Grants	Hayden Urban Renewal Agency	Local Improvement District	Notes / Consultant
2027	Hayden /Atlas Intersection	109	Right of Way Acquisition	$ 350,000	$ 350,000						Impact Fee Eligible
	Honeysuckle / Government Way Intersection	107	Design & ROW	$ 807,000	$ 400,000				$ 407,000		Impact Fee Eligible
	Prairie/Courcelles Signal (CDA/PFHD Partnership)	Interagency	Construction	$ 200,000	$ 200,000						
	Government Way/ Wyoming	112	Design	$ 300,000	$ 150,000				$ 150,000		Impact Fee Eligible
	Government way/ Dakota Intersection Improvement	206	Design	$ 100,000					$ 100,000		Impact Fee Eligible
	Hayden/Ramsey Intersection	108	Right of Way Acquisition Phase I	$ 650,000	$ 650,000						
			2027 TOTAL	**$ 2,407,000**	**$ 1,750,000**	**$ -**	**$ -**	**$ -**	**$ 657,000**	**$ -**	
2028	Government Way/Miles Intersection Improvement	113	Right of Way/Construction	$ 1,508,824	$ 627,000	$ 598,824			$ 283,000		Impact Fee Eligible, in HURA boundary
	Government Way/ Wyoming	112	Right of Way Acquisition	$ -							Impact Fee Eligible, in HURA boundary
	Government way/ Dakota Intersection Improvement	206	Right of Way Acquisition	$ -							Impact Fee Eligible
	Hayden/Ramsey Temporary Signal	108*	Design/Construction	$ 300,000	$ 300,000						
	Transportation Master Plan Update	114	Planning	$ 250,000	$ 250,000						Partial update 2026
	Hayden/Ramsey Intersection	108	Right of Way Acquisition Phase 2	$ 650,000	$ 350,000	$ 300,000					Impact Fee Eligible
	Honeysuckle / Government Way Intersection	107	Construction	$ 750,000	$ 150,000	$ 300,000			$ 300,000		Impact Fee Eligible
			2028 TOTAL	**$ 1,950,000**	**$ 1,050,000**	**$ 600,000**	**$ -**	**$ -**	**$ 583,000**	**$ -**	
2029	Government Way/ Wyoming	112	Construction	$ 1,700,000	$ 1,050,000	$ 650,000					Impact Fee Eligible
	Ramsey Road Prairie to Hayden	204	Right of Way Acquisition	$ 1,500,000	$ 1,500,000						Impact Fee Eligible
	Government way/ Dakota Intersection Improvement	206	Right of Way Acquisition	$ 100,000					$ 100,000		Impact Fee Eligible
	Ramsey Road Prairie to Hayden	204	Design	$ 700,000	$ 700,000						Impact Fee Eligible
	Honeysuckle Corridor		Right of Way/Construction	$ 1,100,000	$ 1,100,000						Parks Impact Fee Eligible
			2029 TOTAL	**$ 5,100,000**	**$ 4,350,000**	**$ 650,000**	**$ -**	**$ -**	**$ 100,000**	**$ -**	
2030	Ramsey Rd Hayden to Dakota	102	Design	$ 500,000		$ 500,000					Impact Fee Eligible
	Ramsey Rd Hayden to Dakota	102	Right of Way Acquisition	$ 1,300,000	$ 1,100,000	$ 200,000					Impact Fee Eligible
	Government way/ Dakota Intersection Improvement	206	Construction	$ 956,000	$ 496,000				$ 460,000		Impact Fee Eligible
	Ramsey / Miles intersection improvements	203	Construction	$ 1,500,000	$ 1,500,000						Impact Fee Eligible
			2030 TOTAL	**$ 4,256,000**	**$ 3,096,000**	**$ 700,000**	**$ -**	**$ -**	**$ 460,000**	**$ -**	
2031	Hayden /Atlas Intersection	109	Construction	$ 3,070,000	$ 2,320,000	$ 750,000					Impact Fee Eligible
	Avery estates Sidewalk	N/A	Design and Const /Grant.	$ 80,000	$ 80,000						Impact Fee Eligible
	Ramsey Road Prairie to Hayden	204	Construction	$ 6,200,000	$ 6,200,000						Impact Fee Eligible
	Hayden Avenue from Huetter to Atlas	110	Design	$ 500,000	$ 500,000						Impact Fee Eligible
	Hess Road Right of Way	N/A	Right of Way Acquisition	$ 800,000	$ 800,000						
	Ramsey / Miles intersection improvements	203	Design/ROW/Construction	$ 2,010,000	$ 2,010,000						Impact Fee Eligible
	Government Way/Lancaster Intersection Improvements		Design/Construction	$ 2,500,000	$ 2,500,000						
	Ramsey / Miles intersection improvements	203	Right of Way Acquisition	$ 380,000	$ 380,000						Impact Fee Eligible
	Hayden/Ramsey Intersection	108	Construction	$ 4,274,000	$ 4,274,000						Impact Fee Eligible
			2031 TOTAL	**$ 19,814,000**	**$ 19,064,000**	**$ 750,000**	**$ -**	**$ -**	**$ -**	**$ -**	
			5 YEAR TOTAL	**$ 33,527,000**	**$ 29,310,000**	**$ 2,700,000**	**$ -**	**$ -**	**$ 1,800,000**	**$ -**	

PARKS CIP

City of Hayden

5 - Year Parks Capital Improvement Program

FY 2027-2031

Year	Project Name	Work Discription	Plannned Budget $	Capital Fund	Parks Impact Fees	Boat Launch Fees	Payment In-Lieu	Special Fund Source	Grants	Hayden Urban Renewal Agency	Notes / Consultant
2027	Park Property Acquisition Viking Construction	Property Acquisition	$ 773,000		$ 773,000						
	Hayden Canyon Park Phase 2	Construction	$ 1,190,000		$ 1,190,000						
	Honeysuckle Beach Boat Ramp & Walkway Improvements	Construction	$ 325,000			$ 75,000			$ 250,000		IDPR Grant Funding Approved 6/2026
	Parks Master Plan	Planning Study	$ 400,000	$ 262,480	$ 137,520						
	McIntire Park Improvements Design	Design	$ 60,000	$ 20,628	$ 39,372						
	NP NE 2 - Neighborhood Park	Property Acquisition	$ 404,232		$ 404,232						
	Government Way Bench Project	Construction	$ 25,000	$ 25,000							Arts Commission
	Honeysuckle Corridor Plan	Planning Study	$ 250,000	$ 164,050	$ 85,950						Council Priority
	Miles Avenue Park Master Plan	Planning Study	$ 60,000	$ 11,490	$ 48,510						
	Miles Avenue Park Design	Design	$ 75,000	$ 14,362	$ 60,638						
	McIntire Park Improvements Phase I	Construction	$ 2,000,000							$ 2,000,000	
	Broadmoore Park Playground Replacement	Construction	$ 90,000	$ 90,000							
	Finucane Restroom Restoration Interior/Exterior	Construction	$ 60,000	$ 60,000							
	Finucane Field 2 Fence Replacement	Construciton	$ 22,000	$ 22,000							
		2027 TOTAL	$ 5,734,232	$ 670,010	$ 2,739,222	$ 75,000	$ -	$ -	$ 250,000	$ 2,000,000	
2028	Miles Avenue Park Constuction Phase I	Construction	$ 500,000	$ 95,750	$ 404,250						
	Honeysuckle Corridor Design	Design	$ 200,000	$ 131,240	$ 68,760						
	Finucane Field 1 Fence Replacement	Construction	$ 22,000	$ 22,000							
	Stoddard Park Parking Lot Restoration	Construction	$ 120,000	$ 120,000							
	Croffoot Park Basketball Court Resurfacing	Construction	$ 30,000	$ 30,000							
		2028 TOTAL	$ 872,000	$ 398,990	$ 473,010	$ -	$ -	$ -	$ -	$ -	
2029	McIntire Park Improvements -Parking	Construction	$ 465,000							$ 465,000	
	McIntire Park Improvements Phase 2	Construction	$ 4,010,118	$ 2,056,858	$ 928,260					$ 1,025,000	Proportionate share Phase 1 & 2 ($928,260 elig)
	Honeysuckle Corridor Construction	Construction	$ 1,100,000	$ 1,100,000							Parks share - see Transportation CIP
	Finucan Field 3 Fence Replacement	Construction	$ 22,000	$ 22,000							
	Croffoot Park Playground Replacement	Construction	$ 110,000	$ 110,000							
	Croffoot Parking Lot Restoration	Construction	$ 120,000	$ 120,000							
		2029 TOTAL	$ 5,827,118	$ 3,408,858	$ 928,260	$ -	$ -	$ -	$ -	$ 1,490,000	
2030	Honeysuckle Parking Lot Restoration	Construction	$ 150,000.00	$ 150,000.00							
	Stoddard Pickleball Courts	Design / Construction	$ 125,000.00	$ 82,025.00	$ 42,975.00						
	Stoddard Park Walkway Improvements	Construction	$ 100,000.00	$ 65,620.00	$ 34,380.00						
		2030 TOTAL	$ 375,000	$ 297,645	$ 77,355	$ -	$ -	$ -	$ -	$ -	
2031	Finucane Park Parking Restoration	Construction	$ 125,000.00	$ 125,000.00							
	Honeysuckle Breakwater	Design/Construction	$ 150,000.00			$ 50,000.00			$ 100,000.00		
	Honeysuckle Beach Expansion	Design/Construction	$ 1,080,000.00	$ -	$ 1,080,000.00						
		2031 TOTAL	$ 2,105,000	$ 720,290	$ 1,234,710	$ 50,000	$ -	$ -	$ 100,000	$ -	
		5 Year TOTAL	$ 14,913,350	$ 5,495,793	$ 5,452,557	$ 125,000	$ -	$ -	$ 350,000	$ 3,490,000	

SEWER CIP

City of Hayden

5 - Year Sewer Capital Improvement Program

FY 2027-2031

Year	Project Name		Work Discription	Planned Budget $	Sewer O&M	Sewer Capacity	Payment In-Lieu	HARSB / DEQ SRF Funding	Federal-Aid/ Grant & ARPA	Hayden Urban Renewal Agency	Notes / Consultant
2027	Honeysuckle Gravity Sewer Upsize Phase 1a - 4th Ave to H1	1.01.1	Design/Construction	$ 300,000	$ 177,000	$ 123,000					O&M/Cap 59 : 41
	Honeysuckle Force Main Phase 1a - 4th St. to H1	1.02.2	Design/Construction	$ 350,000				$ 350,000			
	Sewer Master Plan Update	114*	Planning	$ 250,000	$ 250,000						
	Sewer Collection System Rate / Cap Fee	N/A	Planning	$ 100,000	$ 60,000	$ 40,000					
	Sewer Treatment Facility Plan	N/A	Planning	$ 450,000				$ 450,000			
	H-2 Piping Improvements	1.02.1	Design/Construction	$ 150,000	$ 150,000						
	Hayden Avenue Gravity Upsize Phase 1a Gov't Way to Maple	2.01.3	Design/Construction	$ 725,000	$ 451,200	$ 253,800					O&M/CAP 64 : 36
			2029 TOTAL	$ 2,325,000	$ 1,088,200	$ 416,800	$ -	$ 800,000	$ -	$ -	
2028	Government Way Gravity Upsize	2.01.4	Design/Construction	$ 730,000	$ 493,000	$ 232,000					O&M : Cap 68 : 32
	Hayden Avenue/Finucane Gravity Upsize Phase 1b Maple to H1	2.01.2, 2.01.3	Design/Construction	$ 1,926,000	$ 1,020,780	$ 905,220					O&M ; Cap - 56 : 44
			2028 TOTAL	$ 2,656,000	$ 1,513,780	$ 1,137,220	$ -	$ -	$ -	$ -	
2029	Honeysuckle Upsize Phase 2 - West of 4th to Gov't Way	3.01.5	Design/Construction	$ 560,000	$ 380,800	$ 179,200					O&M/Cap: 68 - 32
	Hayden Ave Phase I - Gravity Sewer Carrington Meadows to Atlas Rd.	2.07.1	Design/Construction	$ 470,000	$ -	$ 470,000					
			2029 TOTAL	$ 1,030,000	$ 380,800	$ 649,200	$ -	$ -	$ -	$ -	
2030	Leisure Park Capacity Improvements	N/A	Design/Construction	$ 750,000	$ 750,000						
	H-7 Lift Station Upsize	2.07.2	Design/Construction	$ 676,000		$ 676,000					100 CAP
	Honeysuckle Force Main Phase 1 - 4th St. to US 95	1.02.2	Design/Construction	$ 2,250,000				$ 2,250,000			
			2030 TOTAL	$ 3,676,000	$ 750,000	$ 676,000	$ -	$ 2,250,000	$ -	$ -	
2031	Honeysuckle Force Main Phase 2 - Reed to Dakota	1.02.3	Design/Construction	$ 3,087,000				$ 3,087,000			
	H-1 Lift Station Pump Upsize for Capacity	3.01.6	Design/Construction	$ 658,000		$ 658,000					100 CAP
	Hayden Avenue Phase 2 - Gravity Sewer Atlas East	3.01.7	Design/Construction	$ 500,000		$ 500,000					100 CAP
			2031 TOTAL	$ 4,245,000	$ -	$ 1,158,000	$ -	$ 3,087,000	$ -	$ -	
			5 Year TOTAL	$ 13,932,000	$ 3,732,780	$ 4,037,220	$ -	$ 6,137,000	$ -	$ -	

D. Public Works Project Updates - August 2026

Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 08.25.2026

Agenda Item: Presentation: Public Works Project Updates

Agenda Item Location
New Business

Summary
Public Works will provide a brief presentation providing updates on the following initiatives:

- Ramsey & Honeysuckle Roundabout Project
- Installation of Temporary Signal at Ramsey & Hayden
- Road Widening and Installation of a temporary signal at Hayden & Atlas
- Government Way/Honeysuckle Intersection Improvements
- Government Way/Miles Intersection Improvements
- 2026 Chip Seal Project
- Stoddard Silo Repairs

7. **REPORTS**
   A. City Administrator Report and Calendar Review

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.

August 2026

August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 26	27	28	29	30	31	Aug 1
2	3 5:30pm Planning and Zoning Commission (Council Chambers)	4	5	6 4:00pm CANCELLED Veterans Commission 6:00pm Summer Concert Series	7	8
9	10	11 5:00pm City Council Meeting (City Hall Council Chambers)	12 2:00pm Arts Commission	13 11:00am Historic Preservation 6:00pm Summer Concert Series	14	15
16	17 5:30pm CANCELLED-Planning and Zoning Commission (Council	18	19 4:00pm CANCELLED Parks & Recreation Commission	20 4:00pm Joint Historic Preservation 6:00pm Summer Concert Series	21 8:00pm Summer Movie-in-the-Park (McIntire Family Park)	22
23	24	25 5:00pm City Council Meeting	26	27	28	29
30	31 5:30pm Planning & Zoning Commission Meeting	Sep 1	2	3	4	5

September 2026

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

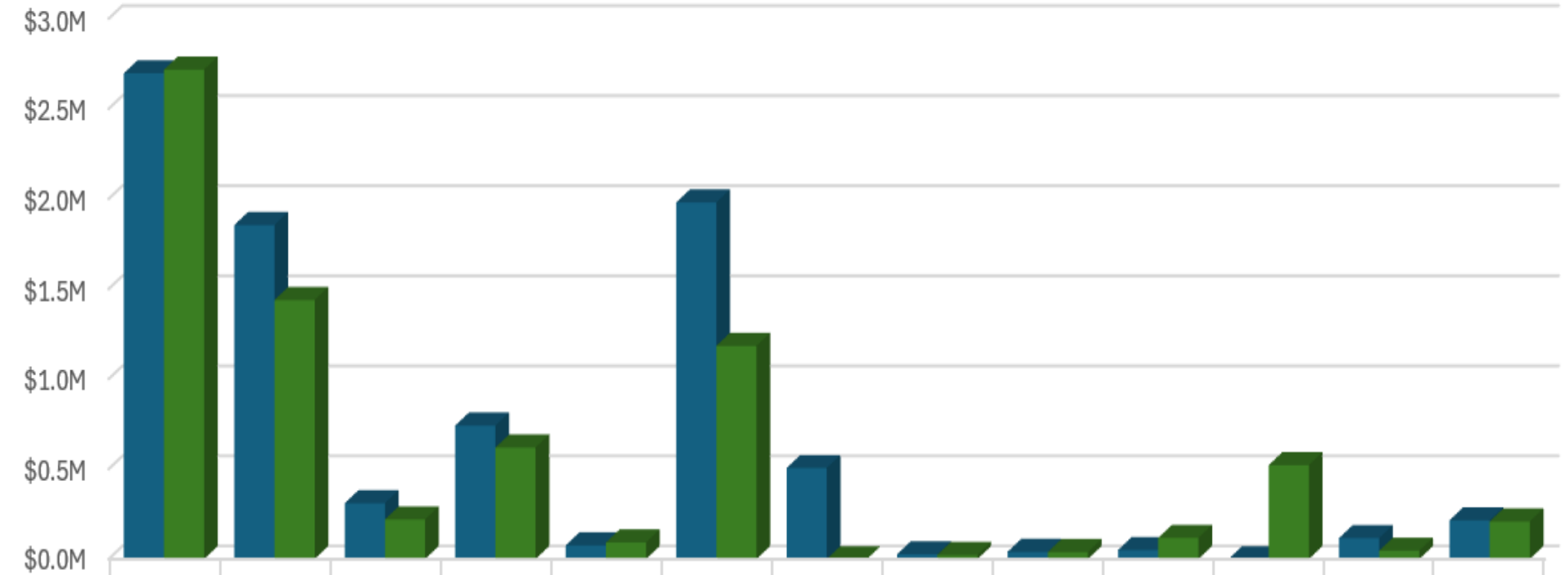
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 30	31	Sep 1 1:00pm Public Safety Commission	2	3 4:00pm Veterans Commission	4	5
6	7 5:30pm Planning and Zoning Commission (Council Chambers)	8 5:00pm City Council Meeting (City Hall Council Chambers)	9 3:00pm Arts Commission	10 11:00am Historic Preservation Commission Meeting	11	12 3:00pm Hayden Art Showcase (McIntire Family Park (8930 N Government Wy, Hayden, ID 83835, United States))
13	14	15	16 4:00pm Parks & Recreation Commission	17	18	19
20	21 5:30pm Planning and Zoning Commission (Council Chambers)	22 5:00pm City Council Meeting	23	24	25	26
27	28	29	30	Oct 1	2	3

Fund Balance 7/31/26

Fund Balance				
General Fund			**Special Revenues**	
General Fund	$9,884,335		Honeysuckle Boat Launch	$ 146,859
FFEC Invest	$2,562,141		Veterans Memorial	$ 21,460
Investment Int	$3,210,838		Council Media Center	$ 9,509
	$15,657,313		LID- Enhancement	$ 278,312
			PMT in Lieu	$ 427,841
Major Capital	$3,829,112		Museum Fid. Fund	$ 1,293
			Sewer Connection Assist	$ 14,315
Sewer Fund				
Sewer O&M	$8,024,231		**Impact Fees**	
FFEC Invest	$325,129		Circulation Impact	$ 6,301
Capitalization	$2,138,475		Parks Impact	$ 1,876,275
Wastewater Bond	$2,592,258		Law Enf. Impact	$ 13,483
Sewer Replacement	$1,222,057			
	$14,302,150			

Gen Fund Revenues by Category 7/31/26

- Ytd-78% budget to actual (lgip int not inc as it is not budgeted)
- Sales, liquor & transportation remitted quarterly
- $500k in grant column was rcvd in FY25

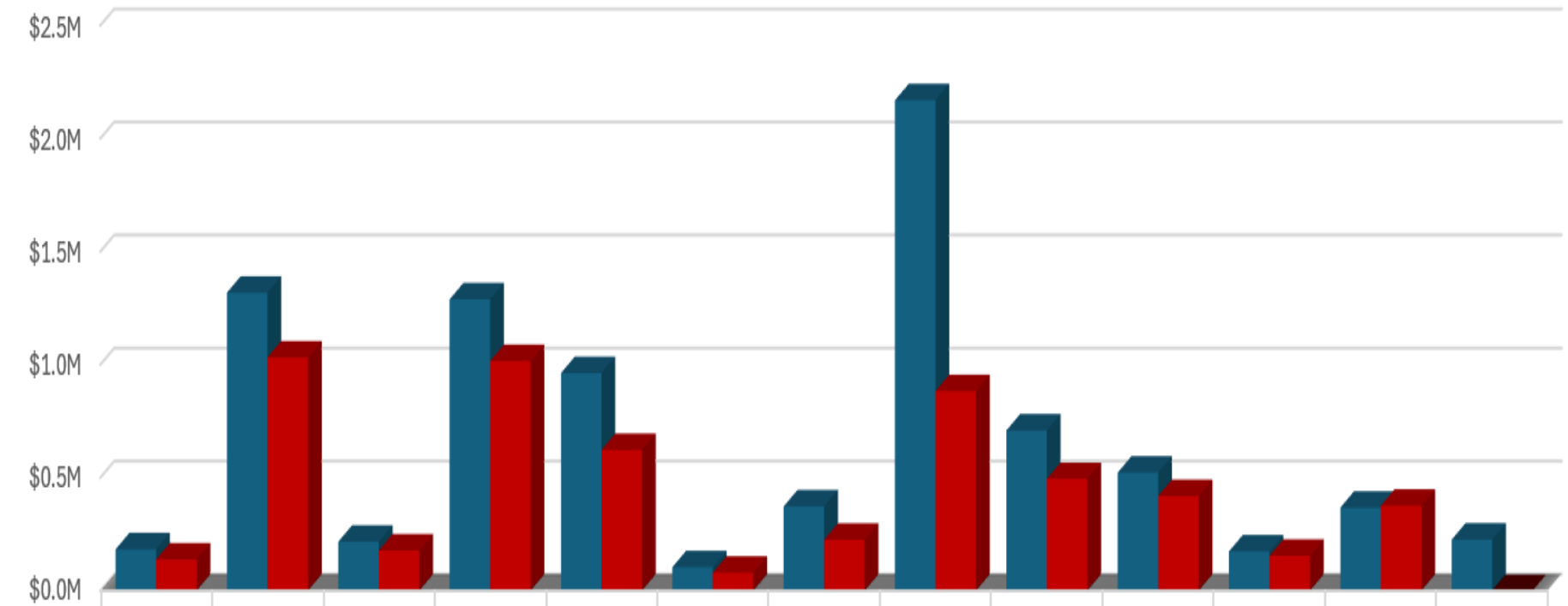


	Property Tax	Sales Tax	Franchise Fees	CD Fees	Licenses & Permit	Intergvt Rev	Grants	Charges for Services	Fees & Fines	Interest	LGIP	Other	Rec
Budget	2,696,462	1,854,221	310,000	741,058	76,000	1,979,337	505,494	26,750	40,000	50,000	0	116,100	214,975
YTD	2,716,947	1,437,974	219,788	618,923	92,056	1,183,284	0	22,666	38,508	117,439	521,344	46,325	208,449

**Notes: "Other" includes donations, capital asset sales and other financing sources, i.e., grants & other reimb.

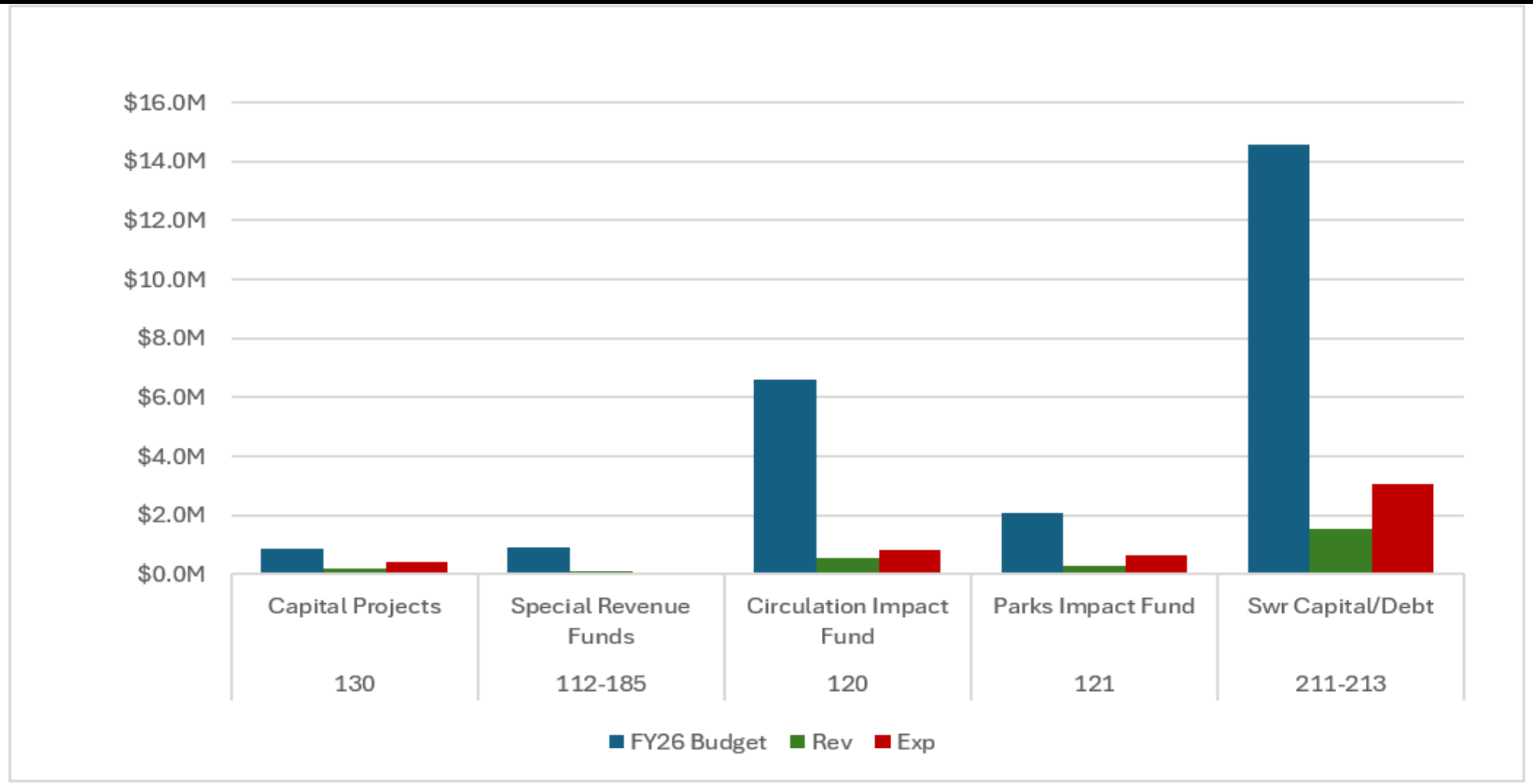
Gen Fund Expenses by Dept 7/31/26

- Ytd-65% budget to actual
- Transfers are to Capital Proj fund

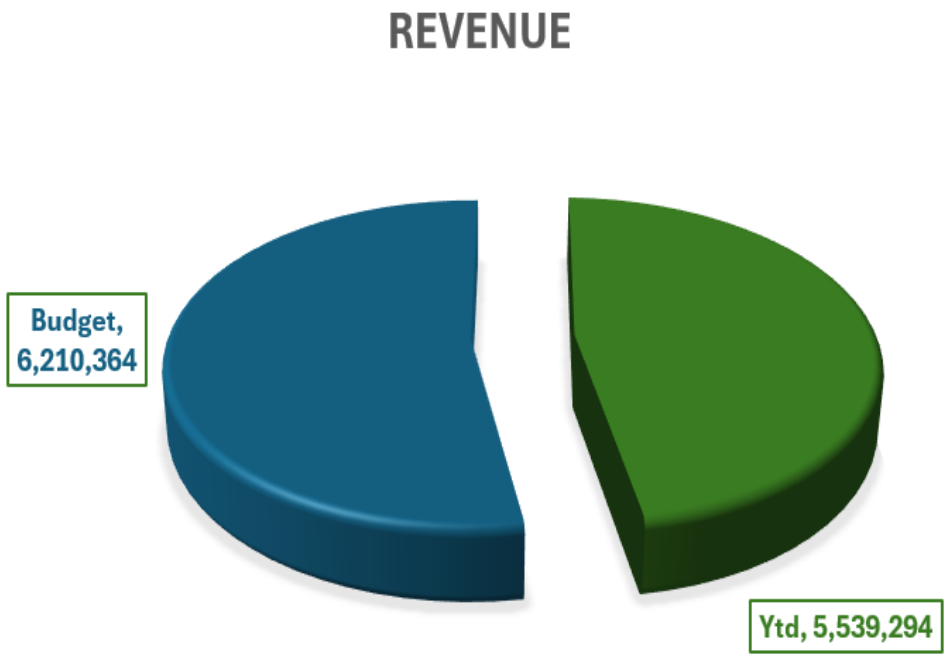


	Mayor/Council	General Admin	IT	LE/Prosecutor	Comm. Dev	Eng	PW	Streets	Parks	Rec	Facilities	Capital	Xfers
Budget	183,005	1,318,039	216,575	1,288,312	962,141	103,487	372,482	2,169,018	708,361	522,044	173,806	367,423	225,706
YTD	138,011	1,031,630	177,443	1,015,459	622,145	79,375	225,208	883,044	494,320	418,698	154,189	375,892	-

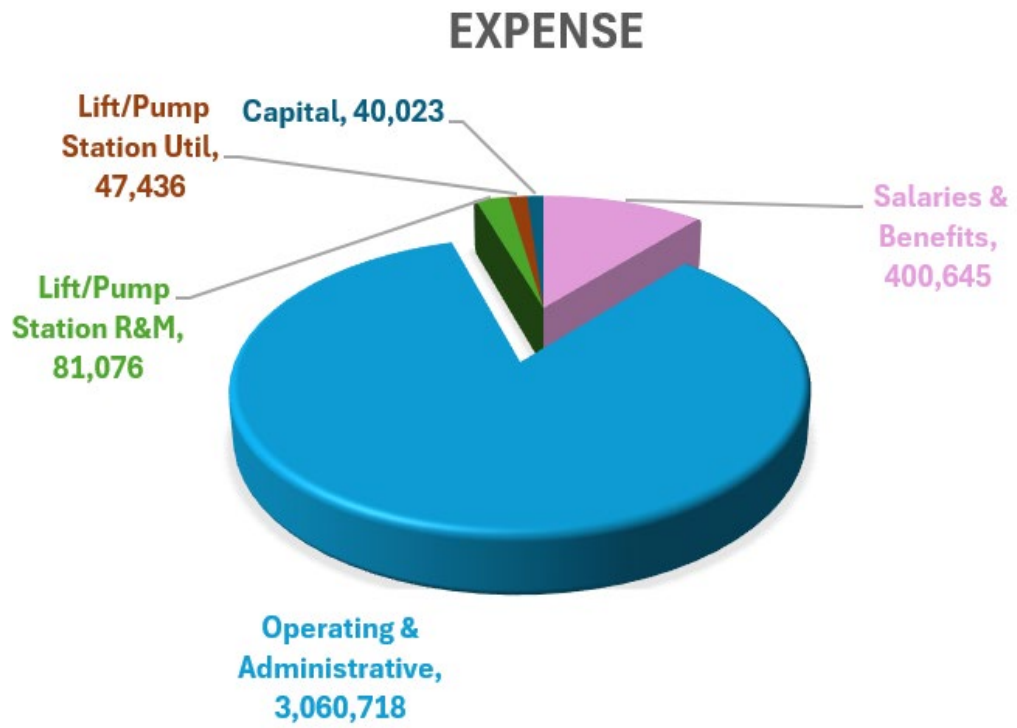
Special Rev/Impact Fees & Sewer Capital Funds 7/31/26



Sewer Fund O & M 7/31/26



89% budget to actual



58% budget to actual

- UB billing done 6 time per yr in odd months. Majority of rev comes in even months.

B. Law Enforcement
C. Mayor/Council

8. **REQUEST FOR FUTURE AGENDA ITEMS**
9. **ADJOURNMENT**

Assistance for persons with disabilities will be provided, upon provision of verbal or written notice to city staff 24 hours in advance of the meeting. The phone number for City Hall is (208) 772-4411.