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

Tuesday, September 22, 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. **PROCLAMATION**
   A. Constitution Week

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 IDAHO

OFFICE OF THE MAYOR

Proclamation

WHEREAS, September 17, 2025 marks the two hundred and thirty-eight anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, **I, ALAN DAVIS**, by virtue of the authority vested in me as Mayor of the City of Hayden, in the state of Idaho do hereby proclaim September 17 through 23, 2026 as

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through the guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of City of Hayden to be affixed this 22 nd day of September, 2026

_____

Alan Davis, Mayor

_____

Abbi Sanchez, City Clerk

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

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

Tuesday, September 1, 2026

Special Meeting: 3:00 PM
Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

CALL TO ORDER
The meeting was called to order at 3:15 PM.

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

ADDITIONS OR CORRECTIONS

1. **NEW BUSINESS**
   A. *ACTION ITEM* Iteris Scope of Work Proposal for Proportional Share Analysis of Traffic Impact Studies around the Hayden Avenue Corridor
   This item was removed from the agenda.
2. **WORKSHOP**
   A. Proposed Changes to City Fee Schedule
   City Administrator Lisa Ailport provided an overview of the proposed updates to the City's fee schedule. Key discussion points included:

- **Recreation Fees:** Most proposed changes align with City Council's direction to increase fees for non-resident participants.
- **Boat Launch Fees:** Council expressed support for increasing the in-state daily boat launch fee by $5-$10. Staff will conduct a comparison of surrounding jurisdictions' launch fees.
- **Parade Entry Fees:** Council discussed potential fee categories for parade entries.
- **Park Rental Fees:** Staff introduced the concept of adding a park rental fee for events, separate from the event permit application fee. Further review is needed, and the item may return at a future meeting.
- **Appeal Fees:** Current appeal fees are significantly lower than the City's actual cost. Staff will review and compare appeal fees from other cities.

Next Steps:
Council will continue reviewing proposed fee increases (Tables 5-9) at the next workshop on **September 8 at 3:00 p.m.**

3. ADJOURNMENT
   The meeting was adjourned at 4:15 p.m.

_____ _____
Abbi Sanchez, City Clerk Alan Davis, Mayor

B. Approval of September 8, 2026 Special City Council Meeting Minutes

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

Tuesday, September 8, 2026

Special Meeting: 4:00 PM
Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

CALL TO ORDER
The meeting was called to order at 4:01 PM.

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

ADDITIONS OR CORRECTIONS

1. **WORKSHOP**
   A. Proposed Fee Schedule Updates

   Council continued reviewing proposed updates to the City's fee schedule. The Out-of-State Annual boat ramp fee was discussed, with consensus reached to increase the fee from the proposed $120 to the maximum of $160. The In-State Daily and Annual boat ramp fees were increased to $10 and $80 respectfully. Appeal fees were also reviewed; Community Development Director Donna Phillips presented actual staff processing costs and regional comparisons, leading the Council to agree on setting non-hearing appeals at $400 and hearing appeals at $800. Under Table 5 (Building Fees), the Council reviewed a new application processing fee, an increase in the plan review fee from 10% to 25%, and new fees related to dangerous building abatements and demolition permits for foundations after home removal. The Impact Fee Committee recommended increasing the Circulation and Parks Impact Fees in Table 7 by 5% in accordance with the adopted Development Impact Fee Report. Proposed adjustments under Table 8 (Public Works) included changes to subdivision construction inspection fees, subdivision lot fees, and an increase to the encroachment permit processing fee. Table 9 (Sewer Utility) included proposed increases to the collection capitalization fee—pending Council review and approval of the final report—as well as increases to the monthly sewer operations and maintenance user fee of approximately 5%. A public hearing was requested prior to October 1 to align adoption and implementation of increased fees with the fiscal year, and the Council confirmed a quorum for the proposed hearing date of September 29, 2026, at 5:00 p.m.

2. ADJOURNMENT

   The meeting was adjourned at 4:45 p.m.

_____ _____

Abbi Sanchez, City Clerk Alan Davis, Mayor

C. Approval of September 8, 2026 City Council Meeting Minutes

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

Tuesday, September 8, 2026

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

CALL TO ORDER
The meeting was called to order at 5:00 PM.

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

PLEDGE OF ALLEGIANCE Mayor Davis led the pledge of allegiance

ADDITIONS OR CORRECTIONS

1. **PROCLAMATION**
   A. Suicide Prevention Month
      Mayor Davis read the proclamation and proclaimed September 2026 as Suicide Prevention Month in Hayden, encouraging residents to take care of each other.
2. **CONSENT CALENDAR** ***All items on the Consent Calendar are Action Items***
   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 President DePriest	Yes
Council Member Roetter	Yes

The motion was approved by a unanimous vote in favor by the members present.
Motion to approve as presented. This motion, made by Roetter and seconded by DePriest, Carried.

   A. Approval of August 25, 2026 City Council Meeting Minutes
   B. Approval of Karla Johnston Appointment to the Veterans Commission
   C. Approval of LaRiviere, Inc. Change Order No. 3 for Honeysuckle Avenue and Ramsey Road Roundabout Project
   D. Approval of Right-of-Way Agreement with Maddison Properties, LLC for the Hayden Avenue and Atlas Road Roundabout Project
   E. Approval of J-U-B Engineers, Inc. Authorization for Contract Amendment for Honeysuckle Boat Ramp Improvement Project
   F. Approval of Woodman Subdivision Final Plat and Acceptance of Infrastructure
   G. Ratification of August Payroll
   H. Approval of Bills for Payment
3. VISITOR/PUBLIC COMMENT (3-minutes maximum)
   None
4. **UNFINISHED BUSINESS**
   A. *ACTION ITEM* Request for Proposals (RFP) Stoddard Bard Adaptive Reuse Master Plan

City Administrator Lisa Ailport recapped that the project originated from the Council's strategic planning session earlier in the year, where it was identified as a lower-priority but still supported initiative. A draft Request for Proposals (RFP) was previously brought to Council and has since been reviewed by both the Historic Preservation Commission and the Parks, Recreation, and Community Forestry Commission, both of which recommended moving the RFP forward. Staff requested Council's support to initiate the RFP process, noting that completion of the Master Plan would ultimately result in a plan for Stoddard Barn to be adopted as part of the City's overall Parks Master Plan, similar to prior efforts for McIntire Family Park and Hayden Canyon Park. Staff explained that while future funding opportunities are not yet identified, establishing a master plan is the essential first step for engaging the community and pursuing potential grant funding.

MOTION: Council Member Erickson moved to direct staff to solicit proposals for the Stoddard Barn Adaptive Reuse Master Plan in accordance with the attached Request for Proposals (RFP). Council Member Roetter provided the second.

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

The motion was approved by a unanimous vote in favor by the members present.
Motion to approve RFP and solicit proposals. This motion, made by Erickson and seconded by Roetter, Carried.

5. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport provided a written report outlining progress on several ongoing projects, including updates on the Ramsey-Honeysuckle and Hayden-Atlas intersections, both of which continue to advance. She noted that Architects West is actively working on the first-phase design for McIntire Family Park, with the goal of preparing the project for bidding early next year. The spatial needs analysis for City Hall, conducted by Bernardo Wills, is underway and will help inform future civic center design considerations. The Civic Center Master Plan process has also begun, with anticipated completion in December before moving into design work. An update on the law enforcement strategic plan was provided, with the consultant experiencing delays but expected to deliver a final draft soon. The report also included a list of upcoming meetings for Council's reference, aligned with the city's calendar.

B. Mayor/Council

Mayor Davis announced upcoming community events, including the City's Trunk-or-Treat on October 30th and suggested Council consider decorating a trunk to participate. She also reminded everyone of the Art Showcase scheduled for September 12th from 3:00 to 5:00 p.m. at McIntire Family Park, featuring demonstrations by local artist Terry Lee and others. No additional reports were offered by Council members.

6. REQUEST FOR FUTURE AGENDA ITEMS

None

7. ADJOURNMENT

The meeting was adjourned at 5:12 p.m.

_____ _____

Abbi Sanchez, City Clerk Alan Davis, Mayor

D. Approval of Cody Small Appointment to the Arts Commission

CITY OF HAYDEN IDAHO

Memorandum for Record

To: City Council

From: Mayor Alan Davis

CC: Shawn Langenderfer, Deputy City Clerk

Date: September 22, 2026

Re: **Nomination of Individual for Arts Commission**

Purpose.
To nominate an individual from the community to serve on the City of Hayden Arts Commission

General.
The following individual is selected to serve on the Arts Commission:

Mr. Cody Small Hayden, Idaho 83835

Term of Appointment.
September 22, 2026 – December 31, 2027

E. Approval of Amendment No. 1 to the Right of Way Contract with Property Owner of 8675 North Ramsey Road to Release the City from the Obligation of Tree Removal

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: 09.22.2026

Agenda Item: Authorize Amendment 1 to the Right of Way Contract with the property owner of 8675 North Ramsey Road to release the City from the obligation to remove a tree and stump.

Agenda Item Location
Consent Calendar

Recommended Action or Motion
Authorize Amendment 1 to the Right of Way Contract with Tina Tipke, owner of property at 8675 North Ramsey Road to release the City from the obligation to remove a tree and stump.

Summary
The Right of Way Contract that was negotiated with the property owners of 8675 North Ramsey Road as part of the right of way acquisition process for the Ramsey Road and Honeysuckle Avenue Roundabout Project included a requirement that the City remove a large maple tree from the frontage of the property at the City's expense. The property owner requested that the City preserve the tree. Amendment 1 of the Right of Way Contract removes this obligation from the City and prevents any future claims to the contrary by current or future property owners.

Fiscal Impact
None.

Budget Funding Source
N/A

Attachments
Tipke Right of Way Contract Amendment 1 and Exhibit A

After recordation return to
City of Hayden, Idaho

RIGHT OF WAY CONTRACT – AMENDMENT 1

Project: Honeysuckle Avenue & Ramsey Road Roundabout Improvement
Parcel No: H-0000-022-7320
Site Address: 8675 N. Ramsey Road, Hayden

This RIGHT OF WAY CONTRACT AMENDMENT ("AMENDMENT"), made this ____ day of September, 2026 between Tina Tipke, herein called "GRANTOR," and the City of Hayden, Kootenai County, a Political Subdivision of the State of Idaho, 8930 N. Government Way, Hayden, Idaho 83835, herein called "GRANTEE."

Whereas, GRANTOR and GRANTEE have entered into a RIGHT OF WAY CONTRACT ("AGREEMENT"), made the 23rd day of July, 2019.

Whereas, GRANTOR delivered to the GRANTEE a Warranty Deed for highway purposes.

Whereas, the Project is being constructed in the Summer of 2026, and the GRANTOR's wishes have changed from the time AGREEMENT was executed, and the time of construction of the Project.

NOW THEREFORE, the parties hereto agree as follows:

1. The GRANTOR assigns the tree in the GRANTOR's front yard shall remain, and removes the GRANTEE's ownership of and obligation to remove the tree and stump. This is the only modification to the Agreement executed in 2019. The location of the tree is shown in Exhibit A.

2. The AGREEMENT shall extend to successors and assigns. No further amendments or modifications to the AGREEMENT shall have been made.

The Parties have had sufficient opportunity to consult with legal counsel of their own choice. The Parties agree that this Amendment shall be recorded at Kootenai County, Idaho.

The AMENDMENT shall apply to all parcel successors and assignees.

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

GRANTEE:

Acceptance by the City of Hayden

On _____, 2026

By: _____
Alan Davis, Mayor

ATTEST:

_____
Abbi Sanchez, City Clerk

GRANTOR:

By: Tina M Tipke
Tina Tipke

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 10th day of September, 2026, before me, Amber Smitham, a Notary Public in and for said State, personally appeared Tina Tipke known or identified to me to be the individuals who executed the instrument and acknowledged to me that they executed the same.

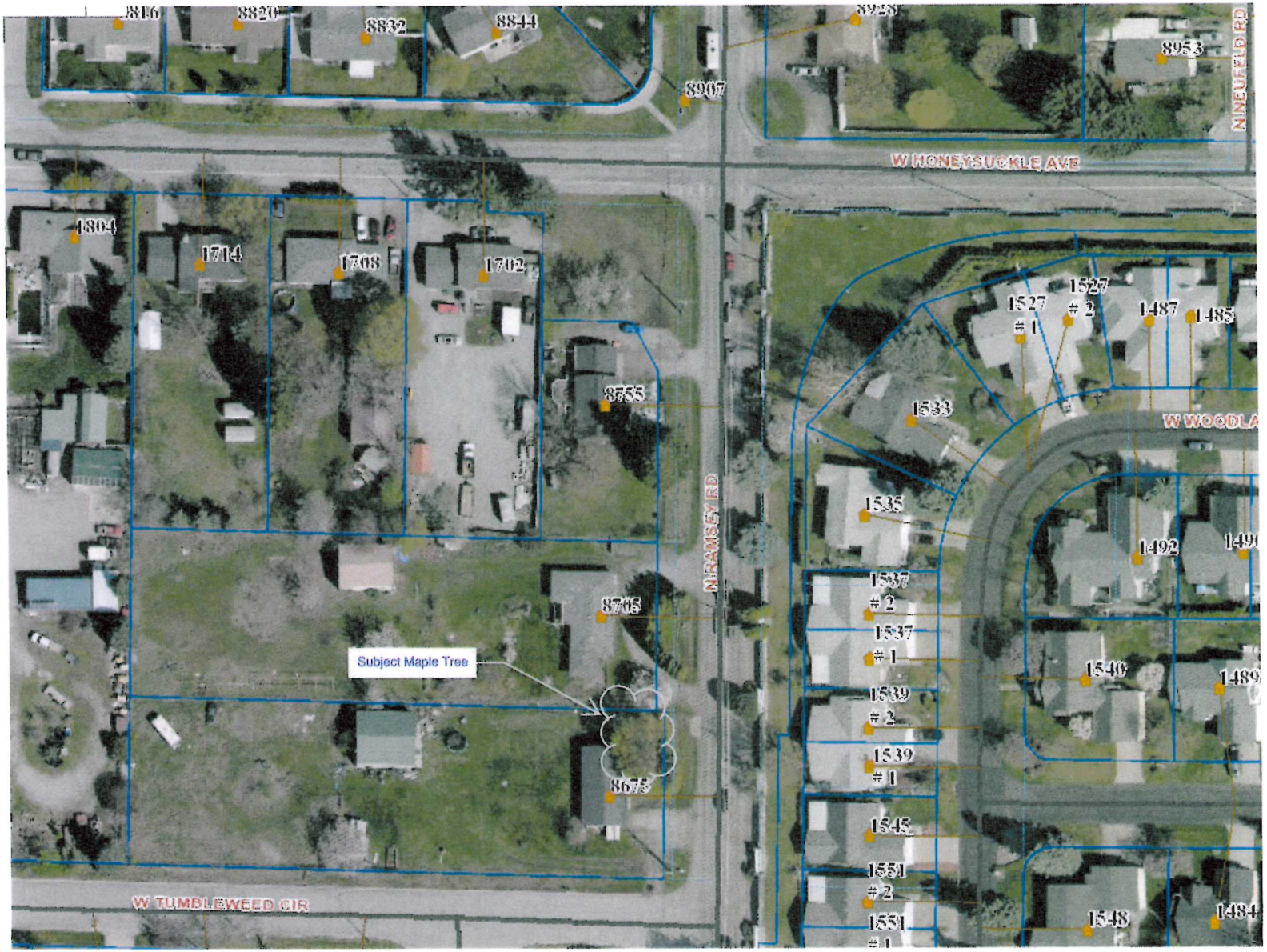
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Amber Smitham

Notary Public for the State of Idaho
Residing at Hayden, ID
My commission expires April 18, 2028

Exhibit A
Right of Way Contract -- Amendment 1 -
8675 N. Ramsey Road



F. Approval of Amendment No.3 to the Professional Services Agreement with Welch Comer & Associates to Authorize Additional Construction Administration for the Ramsey Road and Honeysuckle Avenue Roundabout 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.

CITY OF HAYDEN IDAHO

Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 09.22.2026

Agenda Item: **Approve Amendment No. 3 to the professional services contract with Welch Comer & Associates to authorize additional construction administration for the Ramsey Road and Honeysuckle Avenue Roundabout Project at an additional cost not to exceed $22,000.**

Agenda Item Location
Consent Calendar

Background
This contract amendment is necessary to support additional construction administration and oversight work that results from the duration of the project exceeding the original anticipated schedule.

Recommended Action or Motion
Motion: Approve Amendment 3 to the professional services contract with Welch Comer & Associates to authorize additional construction administration for the Ramsey Road and Honeysuckle Avenue Roundabout Project.

Functional Impact of Authorizing
Amendment No. 3 enables continued contract administration by Welch Comer & Associates.

Functional Impact of Not Authorizing
If this is not accepted, the necessary contract administration will not occur and essential contract administration functions may not occur, be incomplete, or delayed, resulting in potential costs and liabilities for the City.

Fiscal Impact
Amendment 3 is an $22,000 increase to the contract, resulting in a not to exceed value of $47,500 for this Contract.

Budget Funding Source
GL– 130-899-59838-7721 Honeysuckle & Ramsey Roundabout Construction

Attachments
Welch Comer & Associates Professional Services Contract Amendment 3- Honeysuckle/Ramsey Roundabout

AMENDMENT NO. 3
AUTHORIZATION FOR ADDITIONAL SERVICES

Additional Services. The following additional items of work on the **Honeysuckle Avenue and Ramsey Road Roundabout** project "the project" will be provided by Welch Comer. These additional services are a supplement to the scope of services contained in the existing agreement for Professional Services for the project dated March 10, 2026. All other terms and conditions of said agreement remain in full effect unless specifically modified in this additional services agreement.

Additional Scope of Work. This Amendment includes additional construction administration services because the current schedule is longer than originally intended and requires more time to administer the contract. All other scope items from the contract are relevant.

Fee. The additional construction administration is estimated at **$22,000** and will be billed on a time and materials basis only for construction administration time between the original substantial completion date 80 days from Notice to Proceed and the true substantial completion date (now estimated as October 2, 2026 based on the contractor's latest schedule.) NTP was June 18, 2026 and 80 calendar days would have put substantial completion at September 6, 2026. The RPR onsite is billed hourly under a different phase and is trending slightly under budget.

Schedule. Based on the contractor's current schedule, substantial completion is anticipated to be reached on October 2, 2026. Once substantially complete, time will be billed to the original construction administration phase.

Additional Payment. The CITY agrees to pay ENGINEER for its services rendered under this Agreement on an hourly basis for this additional task which will be tracked separately.

The parties agree that ENGINEER will invoice the CITY for payment under this Agreement for services rendered herein.

Dated this _____ day of September 2026.

CITY

CITY OF HAYDEN

By: _____
Alan Davis, Mayor

ATTEST:

_____
Abbi Sanchez, City Clerk

ENGINEER

WELCH COMER & ASSOCIATES, INC.

By: _____
Melissa Cleveland, P.E.

Its: Principal Engineer

PM Approval: MC

G. Approval of Fiscal Year 2027 Prosecution Services Agreement with the City of Post Falls

Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: September 14, 2026

Agenda Item: Consider FY27 Prosecution Services with Post Falls

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Agenda Item Location
Consent

Background and Recommended Action or Motion
The attached agreement represents the FY2027 contract with Post Falls to handle prosecution services with the City. Hayden has used the city of Post Falls for a number of years to tackle prosecution of city of Hayden code violations as well as enforcement of any penal laws issued by Kootenai County law enforcement deputies.

Functional Impact of Authorizing or Not Authorizing
Authorizing the contract allows the city to engage in prosecution services for another fiscal year.

Fiscal Impact
The contract represents the budgeted amount in the FY27 budget with Post Falls.

Budget Funding Source / Transfer Request
110-252-59001- Law Enforcement

Attachment
FY2027 Contract Agreement

FY2027 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES

This AGREEMENT is entered into by and between the City of Hayden, hereinafter referred to as "HAYDEN" and the City of Post Falls, hereinafter referred to as "POST FALLS" to replace the FY2026 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES Agreement between the parties.

WHEREAS, HAYDEN desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of HAYDEN, and

WHEREAS, POST FALLS agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of Hayden, and related administrative/civil hearings.

a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Hayden city codes/ordinances.

b. POST FALLS will use its best efforts to provide the highest quality legal services necessary to meet Hayden's needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accordance with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.

c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.

d. POST FALLS' personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, HAYDEN has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this Agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise HAYDEN police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. HAYDEN agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including workers' compensation. It is agreed that HAYDEN will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this Agreement, and POST FALLS hereby agrees to indemnify and hold harmless HAYDEN from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify HAYDEN from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of $500,000. POST FALLS shall provide proof of liability coverage as set forth above to HAYDEN at the request of HAYDEN.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of HAYDEN and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, HAYDEN hereby agrees to pay POST FALLS the sum of $12,447 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2026 and continue in full force and effect until terminated by either party with thirty (30) day's written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.

8. RECITALS: The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

9. ANNUAL MEETING: Representatives from both POST FALLS and HAYDEN shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies, and it has been signed and attested by each party's authorized officials.

POST FALLS:	HAYDEN:
_____	_____
Randy Westlund, Mayor	Alan Davis, Mayor
Date: _____	Date: _____
ATTEST:	
_____	_____
Rhiannon O'Neill, City Clerk	Abbi Sanchez, City Clerk

H. Approval of General Construction Agreement with Avista Utilities for the Hayden Avenue and Ramsey Road Spanwire Traffic Signal 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: Alan Soderling, Public Works Director

Date: 09.22.2026

Agenda Item: Request for Authorization of General Construction Agreement with Avista Utilities for the Hayden Avenue and Ramsey Road Spanwire Traffic Signal Project.

Agenda Item Location
Consent Calendar

Recommended Action or Motion
Staff recommends the approval and authorization of the Mayor to sign the General Construction Agreement with Avista Utilities at no cost for the electrical service for the Hayden Avenue and Ramsey Road Spanwire Traffic Signal Project.

Summary
This agreement with Avista Utilities will result in the installation of electrical service for the spanwire traffic signal being installed in the intersection of Hayden Avenue and Ramsey Road.

Fiscal Impact
This agreement is a no cost agreement with the City.

Budget Funding Source
N/A

Attachments
General Construction Agreement with Avista Utilities for the Hayden Avenue and Ramsey Road Spanwire Traffic Signal Project

Sep 17, 2026 1:56:25 PM

Job Location: HAYDEN AVE & RAMSEY RD - TFC LT

General Construction Agreement #: 66644

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of $0.00, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Jason Stippich

Customer Project Coordinator

Coeur D' Alene - Electric
1735 N 15th St, MSC-R3 Coeur d' Alene, ID 83814
Phone: 208-769-1398
Cell: 509-435-6480
Email: Jason.Stippich@avistacorp.com

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

CUSTOMER COPY

General Construction Agreement

General Construction Agreement Date: Sep 17, 2026
Work Order # 1036880056

Expiration Date: Mar 17, 2027 12:00:00 AM
Agreement No.: 66644

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 0.00
Previous Extension #:

Avista Corporation	**Customer:**
_____	_____
Signature	Signature
Jason Stippich	City Of Hayden
Printed Name	Printed Name
Customer Project Coordinator	_____
Job Title	Job Title
Date: _____	Date: _____

Agreement # 66644

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: City Of Hayden
Mailing Address: 8930 N GOVERNMENT WAY
HAYDEN, ID 83835
Phone Number: (208) 772-4411

II. JOB INFORMATION

LOCATED AT: HAYDEN AVE & RAMSEY RD - TFC LT

Name of Plat:

or Legal Description:

or Location: KOOTENAI

Construction contribution Scale FEET

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COSTService Overhead	90	$5.56	$0.00	($500.40)	$0.00
BASIC COST - Total					**$0.00**

Total Construction Costs:
Total Credits:
Net Customer Cost: 0.00

These costs are effective through Mar 17, 2027 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

OVERHEAD CONDUCTOR TO A NEW TRAFFIC SIGNAL SERVICE.
General Construction Agreement #: 66644

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

AVISTA COPY

General Construction Agreement

General Construction Agreement Date: Sep 17, 2026
Work Order # 1036880056

Expiration Date: Mar 17, 2027 12:00:00 AM
Agreement No.: 66644

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

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Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

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Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

AVISTA COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

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9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 0.00
Previous Extension #:

Avista Corporation	**Customer:**
_____	_____
Signature	Signature
Jason Stippich	City Of Hayden
Printed Name	Printed Name
Customer Project Coordinator	_____
Job Title	Job Title
Date: _____	Date: _____

Agreement # 66644

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: City Of Hayden
Mailing Address: 8930 N GOVERNMENT WAY
HAYDEN, ID 83835
Phone Number: (208) 772-4411

II. JOB INFORMATION

LOCATED AT: HAYDEN AVE & RAMSEY RD - TFC LT

Name of Plat:

or Legal Description:

or Location: KOOTENAI

Construction contribution Scale FEET

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COSTService Overhead	90	$5.56	$0.00	($500.40)	$0.00
BASIC COST - Total					**$0.00**

Total Construction Costs:
Total Credits:
Net Customer Cost: 0.00

These costs are effective through Mar 17, 2027 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

OVERHEAD CONDUCTOR TO A NEW TRAFFIC SIGNAL SERVICE.
General Construction Agreement #: 66644

I. Approval of the General Construction Agreement with Avista Utilities for the Honeysuckle and Ramsey Roundabout 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: Alan Soderling, Public Works Director

Date: 9-16-2026

Agenda Item: Request for Authorization of General Construction Agreement with Avista for the Honeysuckle and Ramsey Roundabout

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
Staff recommends the approval and authorization of the mayor to sign the General Construction Agreement with Avista Utilities at no cost for the electrical services in the Honeysuckle and Ramsey Roundabout.

Functional Impact of Authorizing
This agreement is to have Avista install an electrical service for the center island at the Honeysuckle and Ramsey roundabout project. It will be for future lighting, irrigation timer, and art fixtures that may be installed later.

Functional Impact of Not Authorizing
If this agreement is not authorized then there will not be an electrical service installed to the center island of the roundabout for future needs.

Fiscal Impact
This agreement is a no cost agreement to the city, therefore has no fiscal impact on the FY2026 budget.

Budget Funding Source
N/A

Attachments
General Construction Agreement with Avista Utilities.

Sep 16, 2026 2:49:29 PM

Job Location: Honeysuckle Roundabout

General Construction Agreement #: 66630

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of $0.00, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Jason Stippich

Customer Project Coordinator

Coeur D' Alene - Electric
1735 N 15th St, MSC-R3 Coeur d' Alene, ID 83814
Phone: 208-769-1398
Cell: 509-435-6480
Email: Jason.Stippich@avistacorp.com

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

CUSTOMER COPY

General Construction Agreement

General Construction Agreement Date: Sep 16, 2026
Work Order # 1036878361

Expiration Date: Mar 16, 2027 12:00:00 AM
Agreement No.: 66630

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

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2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

CUSTOMER COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 0.00
Previous Extension #:

Avista Corporation	**Customer:**
_____	_____
Signature	Signature
Jason Stippich	City Of Hayden
Printed Name	Printed Name
Customer Project Coordinator	_____
Job Title	Job Title
Date: _____	Date: _____

Agreement # 66630

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: City Of Hayden
Mailing Address: 8930 N GOVERNMENT WAY
HAYDEN, ID 83835
Phone Number: (208) 772-4411

II. JOB INFORMATION

LOCATED AT: Honeysuckle Roundabout

Name of Plat:

or Legal Description:

or Location: KOOTENAI

Construction contribution Scale

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COSTService Underground	75	$10.78	$0.00	($455.25)	$353.25
BASIC COST - Total					**$353.25**
COST REDUCTIONS2" Conduit by Customer	75	$1.78	$0.00	($0.00)	($133.50)
COST REDUCTIONSSecndry Ditch by Cust	75	$2.93	$0.00	($0.00)	($219.75)
COST REDUCTIONS - Total					**($353.25)**

Total Construction Costs:
Total Credits: -353.25
Net Customer Cost: 0.00

These costs are effective through Mar 16, 2027 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

LIGHTING/SPRINKLER METER PEDESTAL AT HONEYSUCKLE ROUNDABOUT.
General Construction Agreement #: 66630

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

AVISTA COPY

General Construction Agreement

General Construction Agreement Date: Sep 16, 2026
Work Order # 1036878361

Expiration Date: Mar 16, 2027 12:00:00 AM
Agreement No.: 66630

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

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Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

AVISTA COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

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9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 0.00
Previous Extension #:

Avista Corporation	**Customer:**
_____	_____
Signature	Signature
Jason Stippich	City Of Hayden
Printed Name	Printed Name
Customer Project Coordinator	_____
Job Title	Job Title
Date: _____	Date: _____

Agreement # 66630

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: City Of Hayden
Mailing Address: 8930 N GOVERNMENT WAY
HAYDEN, ID 83835
Phone Number: (208) 772-4411

II. JOB INFORMATION

LOCATED AT: Honeysuckle Roundabout

Name of Plat:

or Legal Description:

or Location: KOOTENAI

Construction contribution Scale

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COSTService Underground	75	$10.78	$0.00	($455.25)	$353.25
BASIC COST - Total					**$353.25**
COST REDUCTIONS2" Conduit by Customer	75	$1.78	$0.00	($0.00)	($133.50)
COST REDUCTIONSSecndry Ditch by Cust	75	$2.93	$0.00	($0.00)	($219.75)
COST REDUCTIONS - Total					**($353.25)**

Total Construction Costs:
Total Credits: -353.25
Net Customer Cost: 0.00

These costs are effective through Mar 16, 2027 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

LIGHTING/SPRINKLER METER PEDESTAL AT HONEYSUCKLE ROUNDABOUT.
General Construction Agreement #: 66630

J. Approval of Independent Contractor Agreement with Interstate Electrical Company

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 IDAHO

Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 9-2-2026

Agenda Item: Request for Authorization of Independent Contractor Agreement with Interstate Electrical Company

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
Staff recommends the approval and authorization of the mayor to sign the Independent Contractor Agreement in the amount of, not to exceed without prior approval, $21,816.31.

Functional Impact of Authorizing
The new public works facility on Ramsey has an existing diesel generator that needs replacement. We have an existing generator at the old street shop off of Honeysuckle that is no longer needed and can be relocated to the new facility. This agreement is to have Interstate Electrical disconnect the existing generator so we can relocate it to the new facility and then Interstate will connect it to the new site.

Functional Impact of Not Authorizing
If this is not approved, then the city will not relocate an existing generator to the public works facility.

Fiscal Impact
This project is included in the FY2026 budget. The agreement amount is lower than the budgeted amount; therefore, this agreement does not impact the FY2026 budget.

Budget Funding Source
GL – 130-899-57756 – New PW Facility

Attachments
Interstate Electrical proposal for the scope of work

CITY OF
HAYDEN
IDAHO

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and INTERSTATE ELECTRICAL COMPANY, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to perform electrical work that includes, but not limited to, disconnecting an existing diesel generator and hooking up that generator at a separate location as detailed in Attachment 1. CONTRACTOR agrees to provide all materials and services for the project(s) in accordance with the attached written specifications and quotes. ENTITY will relocate the generator once it has been disconnected at the current location and then set it at the new location as detailed in Attachment 1.

2. **TIME OF PERFORMANCE AND TERMINATION**: Parties agree that CONTRACTOR shall complete the project by October 31, 2026.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed $21,816.31 without prior approval by Council.

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of September, 2026.

ENTITY:	CONTRACTOR:
CITY OF HAYDEN	INTERSTATE ELECTRICAL COMPANY
By:_____	By: Scott Jordan
Its:_____	Its: President
Mayor	
ATTEST:	WITNESS:
_____	_____
Clerk	

Form and content approved by Fonda Jovick, the City Attorney for the City of Hayden.

Interstate Electrical Contractors
324 East Wilbur Avenue | Dalton Gardens, Idaho 83815
2086641970 | interstateelectric225@gmail.com |
https://interstateelectricalcontractors.jobbersites.com/

City of Hayden Bid, 8930 Nth Government Way, Hayden, ID **June 10th, 2026**

1) Disconnect existing generator at old shop location on Honeysuckle

2) Reconnect lines to meter at said location to feed shop

3) Remove old gear at said location

4) Hook up new lines for new location at Ramsey site once the city of Hayden moves generator from Honeysuckle site

5) All wiring to be in copper

6) Replace panel in shop to update (existing panel is in deteriorated condition)

7) Label panel per circuits

8) Reconnect lines to office building

9) City of Hayden will handle having technician check out and connect control lines pulled by IEC to ATS switch and generator

10) IEC will mount ATS to rack built by IEC next to generator on rigid 2" pipe

11) IEC will add sub panel needed to feed lines going to office building and shop

12) All work to be in accordance with the NEC

13) IEC to clean up debris made by IEC

14) IEC will pay for electrical permits

15) Gear will be grounded to code

16) Run new lines to shop panel

Total (parts/labor/permit): $21,816.31

K. Approval of Reimbursement Agreement with Hayden Urban Renewal Agency for up to $12,500 for the Come Together Benches

Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: September 14, 2026

Agenda Item: Consider Funding Agreement with HURA for Come Together Bench Program

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Agenda Item Location
Consent

Background and Recommended Action or Motion
Staff recommends authorizing the Mayor to sign the agreement the they Hayden Urban Renewal Agency for reimbursement up to $12,500 for the Come Together Benches.

The attached Project funding agreement with HURA provides for reimbursable expenses tied to the completion of the bench painting and installation project. The total amount allocated for reimbursement is $12,500.00

Fiscal Impact
This action allows for the city to seek reimbursement for expenses tied to the Come Together Bench Project. Given this, the city's fiscal impact would occur over and above $12,500 which is not anticipated to occur. There for this action has no fiscal impact to the city's general fund account.

Budget Funding Source / Transfer Request
Expense: 110-899-58998-2305- Come Together Benches
Revenue: 110-390-49004- HURA Reimbursement

Attachment
Project Funding Agreement.

PROJECT FUNDING AGREEMENT
Come Together Bench Program Project

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

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

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

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

WHEREAS, the Plan was amended in 2025 to expand the District and update proposed projects therein, one of which is public art; and

WHEREAS, City's Arts Commission has selected a supplier for the benches to be installed as part of the City's Come Together Bench Program and solicited a quote in accordance with Idaho Code, with a total estimated cost is $12,500.00 (the "Project");

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

ARTICLE I: DESCRIPTION AND DESIGN OF PROJECT

1.1. Description and Purpose of Project: The Project is for the purchase and installation of the benches described above. The total Project cost is $12,500.00. All work to accomplish the intended purpose is included within the scope of the Project.

ARTICLE II. REIMBURSEMENT OF PROJECT COSTS

2.1. Reimbursable Project Costs: The Agency agrees to reimburse the City for Project costs as described above in a total amount not to exceed $12,500.00. The City agrees to manage costs, consistent with contractual and legal requirements, to limit Project costs increases to the extent practical.

2.2. Source and Timing of Repayment: The Agency agrees to make reimbursements for the Project after receiving sufficient documentation of incurred costs by utilizing tax increment funds attributable to the District as they become available. The Agency will reimburse the City after satisfying any reimbursement due to any other party for existing Agency

obligations. The Agency agrees to advise the City on a semi-annual basis of the status of outstanding repayment obligations and the accrued tax increment or other sources available to reimburse or make payments for the Project.

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

ARTICLE III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

CITY OF HAYDEN

By: _____
Alan Davis, Mayor

Attest:

_____
Abbi Sanchez, City Clerk

HAYDEN URBAN RENEWAL AGENCY

By: Ronda Mitchell
Ronda Mitchell, Chairperson

_____
Colin Meehan, Secretary

L. Approval of Project Funding Agreement with the Hayden Urban Renewal Agency for Civic Center Master 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: Dulci Kau, PE, City Engineer

Date: 9/16/2026

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

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Agenda Item Location
Consent

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

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

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

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

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

Attachment
Project Funding Agreement

PROJECT FUNDING AGREEMENT
Civic Center Master Plan Project

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

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

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

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

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

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

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

ARTICLE I: DESCRIPTION AND DESIGN OF PROJECT

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

ARTICLE II. REIMBURSEMENT OF PROJECT COSTS

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

2.2. Source and Timing of Repayment: The Agency agrees to make reimbursements for the Project after receiving sufficient documentation of incurred costs by utilizing tax increment funds attributable to the District as they become available. The Agency will reimburse the City after satisfying any reimbursement due to any other party for existing Agency

obligations. The Agency agrees to advise the City on a semi-annual basis of the status of outstanding repayment obligations and the accrued tax increment or other sources available to reimburse or make payments for the Project.

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

ARTICLE III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

CITY OF HAYDEN

By: _____
Alan Davis, Mayor

Attest:

_____
Abbi Sanchez, City Clerk

HAYDEN URBAN RENEWAL AGENCY

By: _____
Ronda Mitchell, Chairperson

_____
Colin Meehan, Secretary

M. Approval of the Veterans Commission's Guest Speaker Recommendation for the 2026 Veterans Day Ceremony

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 IDAHO

Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: September 9, 2026

Agenda Item: Approval of the Veterans Commission's Guest Speaker Recommendation for the 2026 Veterans Day Ceremony

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
The Veterans Commission requests approval of Len Crosby as their recommendation to be the Guest Speaker for the 2026 Veterans Day Ceremony.

Summary
The Veterans Commission received a Speaker Information Request form from Len Crosby, who served as a Captain in the Army for seven years. The commission unanimously recommends approval of Len Crosby as the 2026 Veterans Day Ceremony speaker. Attached is the speaker information request form; and the title of his speech is "The Importance of Service." A brief summary is included along with his biography, which demonstrate that service to his country, community and state are extremely important to him. The complete speech will be submitted no later than two weeks prior to the ceremony.

Functional Impact of Authorizing
Approval of the guest speaker is critical to complete the Veterans Commission's planning efforts for the 2026 Veterans Day Ceremony being held on November 11 at 11:00 a.m. at McIntire Family Park.

Functional Impact of Not Authorizing
If not approved, the Veterans Commission will need to start the process of attempting to secure another Veterans Day address speaker, which can be a difficult task given the timeline.

Fiscal Impact
The fiscal impact involves purchasing a thank-you plaque for the guest speaker, which costs approximately $50.00.

Budget Funding Source / Transfer Request
The cost of this plaque is paid out of the Veterans Commission budget, GL# 110-111-58008 and is a normal, budgeted expense for the Commission each year.

Attachment
Len Crosby's Completed Speaker Information Request Form

Speaker Information Request

GENERAL INFORMATION

Note: A basic open-source review is conducted prior to final approval of the speaker to ensure alignment with city values.

NAME *(as should appear in all publications and ceremony program)*: Leonard ("Len") Crosby

MILITARY BRANCH/RANK/SERVICE YEARS OR TITLE: Army, Captain, 7 Years

If not in the military, please explain your relationship to the military?: N/A

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CEREMONY-RELATED INFORMATION:

TITLE OF THE SPEECH: The Importance of Service

CONTENT OF SPEECH: *(Criteria: Speech needs to relate to the military, be family-friendly, not graphic or explicit, 10-15 minute max, full speech will be submitted at least 14 days before the ceremony)*

The speech will encourage Veterans who return to their community to continue to serve their Community. Essentially, the message will be focused on the fact that for Veterans, their commitment to service does not end when their military service to the Country ends; it simply takes a new form.

Besides a microphone, what AV needs do you have? None

Please let us know if there any ADA special accommodations needed: None

Speaker Information Request *(CONTINUED)*

BIOGRAPHY: *(do not need to use whole page)*

Mr. Crosby holds an MBA in Finance from the University of West Virginia, and a Master of Science in Educational Administration from Northern Illinois University. He has done post graduate work in economics and real estate finance at the Wharton School of the University of Pennsylvania.

He has more than 45 years of experience in banking, finance and commercial real estate development, having served in corporate positions with Sterling Bank, AMRESCO, Inc., Continental Bank, 1st Nationwide Bank and Westinghouse Credit. As Senior Vice President of National Partnership Investment Corporation, Mr. Crosby oversaw the development and management of more than 12,000 apartment units for low and moderate income families.

Len currently serves as a member of the Board of the State of Idaho's Bond Bank Authority and the Idaho Credit Rating Enhancement Committee, which advises the Governor and Legislature on improving the State's credit rating (recently increased to AAA). He serves as the Treasurer of the Post Falls Urban Renewal Commission, Treasurer of the North Idaho Chapter of the Idaho Veterans Assistance League, and is member of the Boards of Directors of the Kootenai County Boys and Girls Club, the American Legion, the Military Order of the Purple Heart and several other community organizations. Previously, Len served for ten years as the Chairman of Heritage Health, for fifteen years as Chair of the Kootenai Bridge Charter School and for several years as the Chair of the Kootenai Electric Trust.

Active in several national and State Veterans organizations including the Idaho Veterans Assistance League, the Military Order of the Purple Heart, Disabled American Veterans and Military Officers Association, Len served seven years in the Army including two combat tours in Vietnam as a Platoon Leader with the 4th Infantry Division and an Infantry Company Commander with the 101st Airborne Division. He is a former Army Ranger, and during his service in the military was awarded the Silver Star, a Soldiers Medal for lifesaving, two Bronze Stars, and two Purple Hearts.

We kindly ask that this completed form be submitted within one week after receiving this request to Isabelle White, Veterans Commission Clerk, at iwhite@haydenid.gov.

If you have any questions, please contact Isabelle White at (208) 209-1080. Thank you!

N. Approval of the Fiscal Year 2026 Audit Engagement Letter

Memo

To: Mayor and Hayden City Council

From: Jennifer Gahringer, Finance Director

Date: 09/22/26

Agenda Item: Approval of Fiscal Year 2026 Audit Engagement Letter

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Agenda Item Location
Consent

Background and Recommended Action or Motion
Staff recommends approval of and authorization to sign audit engagement letter for fiscal year 2026 audit. Per Idaho Code annual financial audits are required.

Functional Impact of Authorizing
This authorization will put the city in compliance with Idaho law.

Functional Impact of Not Authorizing
Failing to authorize the reporting would cause the city to not be in compliance with Idaho laws.

Fiscal Impact
The audit was budgeted in our 2027 budget at $45,000. This comes in under budget at $36,500.

Budget Funding Source / Transfer Request
110-211-53101

Attachment
Audit Engagement Letter

ALPINE SUMMIT CPAs

TAX, ASSURANCE, ACCOUNTING, ADVISORY

AUDIT ENGAGEMENT LETTER

September 8, 2026

City of Hayden
Honorable Mayor, City Council, and Management
8930 N. Government Way
Hayden, ID 83835

Dear Honorable Mayor, Council and Management:

We are pleased to confirm our understanding of the services we are to provide the City of Hayden for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Hayden as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Hayden's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Hayden's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund

2) Notes to the Budget to Actual Schedule

3) Schedule of City's Share of Net Pension Liability and Contributions – PERSI Base Plan

We have also been engaged to report on supplementary information other than RSI that accompanies City of Hayden's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Combining and Individual Fund Statements – non major

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Hayden and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Proprietary revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Hayden's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting

principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the following:

1) GASB 68 adjustments, as needed, based on information provided by PERSI and by you.

2) GASB 87 – leases; adjustments, as needed, based on information provided by you.

3) GASB 96 – subscription-based information technology arrangements; as needed, based on information provided by you.

4) Long-term debt and capital asset adjustments, as needed, based on information and schedules provided by you.

5) Adjustment of deferred sewer operations and maintenance fees, as needed, based on information and schedules provided by you.

6) Adjustment of investments to fair market value, as needed, based on information and schedules provided by you.

7) Adjustment of property tax receivable and deferred revenues, as needed, based on information and schedules provided by you.

8) Adjustment of other receivables, as needed, based on information and schedules provided by you.

9) Adjustments of payroll accruals and compensated absences (in accordance with GASB 101), as needed, based on information and schedules provided by you.

10) Adjustments of other year end accruals, as needed, based on information and schedules provided by you.

11) Preparation of financial statements and the related notes.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the items described above. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the nonaudit services described above and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the nonaudit services and that you have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Hayden; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Alpine Summit CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State

officials or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Alpine Summit CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 2, 2026.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $36,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board of the City of Hayden. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purrpose. If during our audit we become aware that the City of Hayden is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Hayden and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very Truly Yours,

Alpine Summit CPAs

Alpine Summit CPAs

RESPONSE:

This letter correctly sets forth the understanding of the City of Hayden:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

O. Approval of the Contract Change Order No.4 for the Honeysuckle and Ramsey Roundabout 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.

CITY OF HAYDEN IDAHO

Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 9-16-2026

Agenda Item: Request for Authorization of Contract Change Order No.4 for the Honeysuckle and Ramsey Roundabout Project

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
Staff recommends the approval and authorization of the mayor to sign the Contract Change Order No.4 for the Honeysuckle and Ramsey Roundabout with a net increase in $9,582.13 and 13 additional contract days.

Functional Impact of Authorizing
By authorizing this contract, the net increase of the Honeysuckle and Ramsey Roundabout project will increase by $9,582.13 with an additional 13 contract days. Change order no.4 indicates there are 6 items that justify the net increase in dollar amount and contract days. These items are as follows;

- NTP time extension request R
- Road excavation quantities,
- Ziply repair,
- Avista gas line day adjustments,
- Force main obstructions
- Force main isolation and air release valve delays
- HLID existing water service abandonment
- Calendar workdays adjustment.

All these items have detailed descriptions below in the attached change order.

Functional Impact of Not Authorizing
If this is not authorized, then we will not be able to pay the contractor for the work that has been performed up to this point and could potentially bring us to a breach of our contractual obligation.

Fiscal Impact
This project is included in the FY2026 budget. The agreement amount is less than the budgeted amount; therefore, this agreement does not impact the FY2026 budget.

Budget Funding Source
GL – 120-112-59266-7721

Attachments
Contract Change Order No.4

CONTRACT CHANGE ORDER NO. 4

PROJECT: **41014.14 - HONEYSUCKLE AVENUE AND RAMSEY ROAD ROUNDABOUT IMPROVEMENTS** **STATE:** **Idaho**

DATE OF ISSUANCE: **9/16/2026** **EFFECTIVE DATE:** **9/16/2026**

OWNER: The City of Hayden, 8930 N Government Way, Hayden, ID 83835
CONTRACTOR: LaRivere, Inc., 17564 N Dylan Ct, Rathdrum, ID 83858
ENGINEER: Welch, Comer & Associates, Inc. 330 E. Lakeside Avenue, Suite 101, Coeur d'Alene, Idaho 83814

You are directed to make the following changes in the Contract Documents:

(supplemental plans and specifications attached)

Item Description	Change in Price	Change in Time
Item #1: CCR-8 NTP Time Extension Request	$ -	0
Item #2: CCR-7 Road Excavation Qty's, Ziply Repair, Avista gas line Day adjustments	$ 8,632.43	4
Item #3: CCR-9 Force Main Obstructions	$ -	1
Item #4: CCR-10 - Force Main Isolation and Air release Valve Delays	$ -	3
Item #5: CCR-11 HLID Existing Water Service Abandonment	$ 949.70	1
Item #6: Calendar Workdays Adjustment	$ -	4

JUSTIFICATION:

SEE ATTACHED CHANGE SUPPORT SHEET

CHANGE IN CONTRACT PRICE:		**CHANGE IN CONTRACT TIMES (days or dates):**	
Original Contract Price:			
Base Bid	$ 1,714,895.55	Original Contract Times	
Add Alternates	$ -	Substantial Completion:	09/06/26
Total Original Contract Price	$ 1,714,895.55	Ready for Final Payment:	09/16/26
Previous Change Orders		Previous Change Orders	
Change Order No. 1	$ 7,360.39	Change Order No. 1	1
Change Order No. 2	$ 3,574.45	Change Order No. 2	1
Change Order No. 3	$ 13,723.10	Change Order No. 3	3
Net Changes from Previous Change Orders	$ 24,657.94	Net Changes from Previous Change Orders	5
		Contract Times prior to this Change Order	
Contract Price prior to this Change Order	$ 1,739,553.50	Substantial Completion:	09/11/26
		Ready for Final Payment:	09/21/26
Net Increase/Decrease of Alternates	$ -		
Net Increase/Decrease of Change Order Items	$ 9,582.13	Net Increase/Decrease of this Change Order	13
Net Total Change Order Amount	$ 9,582.13		
		Contract Times with all approved Change Orders	
Contract Price with all approved Change Orders	$ 1,749,135.63	Substantial Completion:	09/24/26
		Ready for Final Payment:	10/04/26

This document will become a supplement to the contract and all provisions will apply hereto.

RECOMMENDED (Engineer):

By: Melissa P. Cleveland Name/Title: Melissa Cleveland, P.E. Date: 9/16/2062

APPROVED (Owner):

By: Name/Title: Date:

ACCEPTED (Contractor):

By: Sam Brown Name/Title: Project manager Date: 9/16/26

CONTRACT CHANGE ORDER NO. 4
TO
41014.14 - HONEYSUCKLE AVENUE AND RAMSEY ROAD ROUNDABOUT IMPROVEMENTS

Item #1: CCR-8 NTP Time Extension Request

Support Docs

JUSTIFICATION:

The Contractor requested that the completion dates be revised based on their interpretation of the Contract durations (80 calendar days versus a milestone date of August 28) and the June 18, 2026 commencement of Contract Times. The executed Notice to Proceed identifies August 28, 2026, as the date of Substantial Completion (based on the milestone date) and September 7, 2026, as the date of readiness for final payment, which are fewer days than the 80 calendar days also listed in the Contract documents.
The Owner has agreed to extend both contractual completion dates by nine calendar days at no additional cost. This Change Order documents the mutually agreed revised dates and does not constitute an acknowledgment that the Contractor's interpretation of the original Contract Documents is correct or that the Contractor was otherwise entitled to an extension. No other Contract requirements, rights, or obligations are modified.

DESCRIPTION:

This no-cost Change Order extends the contractual completion dates by nine calendar days as follows:
* Substantial Completion is changed from August 28, 2026, to September 6, 2026 (80 calendar days from notice to proceed)
* Completion and readiness for final payment is changed from September 7, 2026, to September 16, 2026.

The Contract Price remains unchanged. Except for the completion dates specifically modified by this Change Order, all other terms and conditions of the Contract Documents remain unchanged.

NEGOTIATED PRICE:

$ - Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

0 **Changed the substantial completion date to September 6, 2026 rather than give days for this in the change order.**

Item #2: CCR-7 Road Excavation Qty's, Ziply Repair, Avista gas line Day adjustments

Support Docs

JUSTIFICATION:

The north leg of the intersection needed to be lowered to match into the existing paved area on the east side of Ramsey Road. The revised profile was issued before the full excavation was completed. After the profile was incorporated into Lariviere's model and the excavation quantities were measured, a net increase of 493 cubic yards was identified. Most of the affected area was excavated by July 24, 2026; however, work could not be completed until Avista lowered its gas line on the west side to accommodate the revised profile. During Avista's work, a Ziply utility line was damaged, which required repair prior to completion of the work.
The confirmed additional working days are allocated as follows:

* One day for additional excavation and material haul-off of incresed quantity of material
* Three days for delays while awaiting the Ziply repairs and completion of Avista's work

The additional excavation and utility delays affected completion of this area and postponed the subsequent placement of aggregate and concrete.

DESCRIPTION:

Road profile changes result in a net increase of 493 cubic yards of excavation The additional work includes excavation and hauling and disposal of excavated material. Additional material removal paid for under existing contract unit price item. This Change Order also provides 4 additional work days for the changed quantity of excavation and utility delays associated with the work.

NEGOTIATED PRICE:

$ 8,632.43 Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

4 Additional working days will be added as a result of this change.

Item #3: CCR-9 Force Main Obstructions

Support Docs

JUSTIFICATION:

During installation of the sewer force main, the Contractor encountered buried concrete-like material within the planned trench alignment. Removal of the material required the Contractor to interrupt normal trenching operations, expose and break up the material, and remove it from the work area before force main installation could continue. The work is documented by force-account records dated July 22 and July 23, 2026, photographs, and a marked plan identifying the approximate locations.
The Contractor requested a one working day extension for the reported schedule impact associated with this work. To resolve the request without an adjustment to the Contract Price, the Owner has agreed to add one calendar day to the Contract Time.

WCD-6

DESCRIPTION:

Add one working day to the Contract Time for additional work associated with the removal of buried concrete-like material encountered at two locations within the sewer force main trench, approximately near Stations 37+50 and 38+85.
The Contract Price remains unchanged. Except for the one-calendar-day adjustment specifically provided by this Change Order, all other terms and conditions of the Contract Documents remain unchanged.

NEGOTIATED PRICE:

$ - Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

1 Additional working days will be added as a result of this change.

Item #4: CCR-10 - Force Main Isolation and Air release Valve Delays

Support Docs

JUSTIFICATION:

While draining the sewer force main, it was discovered that HARSB air release valves were not functioning as anticipated which inceased the time associated with draining the lines and subsequent activites. In lieu of charging for the additional efforts associated with draining the lines, the Contractor requested a contract time adjustment associated with the work of 3 days. These conditions required additional methods to drain the line and caused delays.

DESCRIPTION:

Draining of the sewer line occurred over mulitlple days during the tie in activities for the work. Review of the activities indicated that the Contractor requested time extension was reasonable.

NEGOTIATED PRICE:

$ **-** Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

3 Additional working days will be added as a result of this change.

Item #5: CCR-11 HLID Existing Water Service Abandonment

Support Docs

JUSTIFICATION:

HLID identified an existing water service that they requested to be removed from service. This work is described in Work Change Directive #5, with costs tracked on force account. The contract price adjustment requested of $949.70 reflected the hours worked and verified in the field. A copy of WCD #5 is attached for reference.

WCD-5

DESCRIPTION:

This Change Order incorporates the work directed by Work Change Directive No. 5 for abandonment of the existing water service serving the property southwest of the intersection. The work included exposing the service at the water main, closing and disconnecting the service at the corporation stop, backfilling the excavation, and restoring the affected area.

NEGOTIATED PRICE:

$ **949.70** Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

1 Additional working day will be added as a result of this change.

Item #6: Calendar Workdays Adjustment

Support Docs

JUSTIFICATION:

The additional Contract Time granted under this CO will resulted in added days falling on weekends. This adjustment adds four working days to account for those non-working weekend days and properly reflect the intended Contract Time extension.

DESCRIPTION:

Add Four (4) working days to the Contract Time.

NEGOTIATED PRICE:

$ **-** Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

4 Additional days will be added as a result of this change.

EXISTING PAY ITEMS

Pay Item	Description	Unit	Current Contract Qty	**Current Change Order Qty**	Resulting Contract Qty	Unit Price	**Total (C.O. Qty x Unit Price)**	**Associated Docs**
202.4.1.A.1	Excavation	CY	1809	**493**	2302	$ 17.51	$8,632.43	
					Subtotal		**$8,632.43**	

NEW PAY ITEMS

Pay Item	Description	Unit	Current Contract Qty	**Currnet Change Order Qty**	Resulting Contract Qty	Unit Price	**Total (C.O. Qty x Unit Price)**	**Associated Docs**
CO4-1	HLID Exisiitng Water Service Labor	LS	0	**1**	1	$ 949.70	$949.70	
					Subtotal		**$949.70**	

TOTAL NET CHANGE **$9,582.13**

WELCH COMER ENGINEERS
WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NUMBER: 6

PROJECT: Honeysuckle Ave and Ramsey Rd RAB Improvements PROJECT NUMBER: 41014.14

DATE OF ISSUANCE 8/13/2026 EFFECTIVE DATE: 8/13/2026

FROM OWNER: City of Hayden

TO CONTRACTOR: LaRiviere, Inc.

ENGINEER: Welch Comer Engineers

YOU ARE DIRECTED TO PROCEED PROMPTLY WITH THE FOLLOWING CHANGE(S):

Description: During the removal of the existing sewer line on the north section of Ramsey Road, 2 areas of CDF/ Concrete were encountered between the existing line and existing gravity sewer services. To allow the new sewer line to be installed, the concrete / CDF needed to be removed. RFI 8 documents these locations. The work associated with the removal of the concrete required for installation of the sewer line will be paid for as force account work per the attached Contractor provided rates, with contract allowed contractor markup. All documentation of work performed shall be signed off daily by the RPR to be considered for payment.

Purpose of Work Change Directive:

Provide tracking and accounting of additional work performed.

Attachments: (List documents supporting change)

- 2447 – Force Account Rates

If a claim is made that the above change(s) have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s):

Method of determining change in Contract Price:

- ☐ Unit Prices
- ☐ Lump Sum
- ☒ Other force account documentation

Method of determining change in Contract Times:

- ☐ Contractor's records
- ☐ Engineer's records
- ☒ Other force account documentation

Estimated increase/decrease in Contract Price:

TBD

If the change involves an increase, the estimated amount is not be exceeded without further authorization.

Estimated increase/decrease in Contract Times:

Substantial Completion: TBD days;

Ready for final payment: _____ days.

If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

Welch Comer Engineers
ENGINEER

By: _____
(Authorized Signature)

Date: 8/13/2026

AUTHORIZED:

_____
OWNER

By: _____
(Authorized Signature)

Date: 8/19/26

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/2f93abcd-9798-4eae-9166-c3ca3d761231/WOPIServiceId_TP_EGNYTE_PLUS/WOPIUserId_18.welchcomer.egnyte.com/20260812 41014.14 WCD-6.docx

CAT 305	$	75.50
CAT 308		$85.00
CAT 330	$	155.00
CAT 321	$	125.00
CAT 950	$	95.00
4000gal Water Truck	$	125.00
Vac Truck	$	325.00

Ex Operator		$46.56 hr
Loader/Water Truck/Vac Truck Operator		$46.56 hr
Labor	$	42.57
Foreman		$46.56 hr

No Cost Time Extension Change Order Request

Unknown Obstructions in Sewer Force Main Trench

Date	September 11, 2026
To	City of Hayden, Owner
Through	Welch Comer Engineers, Project Engineer
Project	Honeysuckle Avenue and Ramsey Road Roundabout Improvements
Contractor	Lariviere, Inc.
Subject	Request for one contract day with no change to Contract Price, CCR-9

Requested change

Lariviere, Inc. requests that the Contract Time be extended by one contract day for the direct impact caused by unknown obstructions encountered in two locations within the sewer force main trench. This is a time-only request. The requested adjustment to the Contract Price is $0.00.

Condition encountered and work required

During installation of the sewer force main, Lariviere encountered buried CDF/concrete-like material within the planned trench alignment. The material was not identified as a subsurface obstruction in the Contract Documents. Its location and character materially interfered with ordinary trench excavation and pipe installation.

Lariviere was required to stop normal trench production, expose and assess the obstructions, break up and remove the hardened material, load it, and haul it from the work area before trench preparation and force main installation could continue. These activities required effort and time beyond the work reasonably contemplated for normal trench excavation.

Affected locations

Location	Approximate plan reference	Supporting exhibit
1	Ramsey Road force main alignment near Sta. 37+50	Exhibits A and C
2	Ramsey Road force main alignment near Sta. 38+85	Exhibits B and C

Station references are approximate and are based on the marked-up force main plan included as Exhibit C.

Schedule impact

The obstruction-removal work displaced one day of planned force main trenching and installation. The work was necessary to restore the trench to a condition in which the force main could be installed safely and in accordance with the Contract Documents. The impact was not concurrent with a Contractor-caused delay to this activity. Lariviere therefore requests a one-day adjustment to the

applicable Contract Time and completion date.

Contract basis

This request is submitted under the Contract provisions governing subsurface and physical conditions, changes, and adjustments to Contract Time, including Supplementary Condition SC-5.03, the incorporated ISPWC General Conditions provisions addressing differing subsurface or physical

conditions and changes in the Work, SSP 01010 governing Contract Time, and Article 4 of the Agreement. SC-5.03 states that no reports of explorations or tests of subsurface conditions, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, were known to the Owner. Article 4 establishes the Contract Time, and the General Conditions provide the mechanism for an equitable time adjustment when an unforeseen physical condition affects the progress of the Work.

Requested disposition

Lariviere respectfully requests issuance of a no-cost Change Order that:

1. Adds one contract day to the Contract Time and adjusts the applicable completion date accordingly;
2. Confirms a $0.00 adjustment to the Contract Price for this request; and
3. Recognizes the two documented unknown-obstruction locations as the basis for the time adjustment.

Please incorporate this one-day time adjustment into the Contract by Change Order. Lariviere is available to provide any additional contemporaneous records reasonably required for review.

Exhibit Index

Exhibit	Document	Purpose
A	CDF obstructions removed during force main installation	Contemporaneous force-account record and supporting documentation
B	CDF removal pic 2	Photograph of obstruction-removal area
C	CDF removed in force main trench line	Marked-up force main plan showing both approximate obstruction locations

The following exhibits are incorporated into and made part of this request.

Force Account Summary

ITD 0373 (Rev. 02-11)
Supply # 27-021608-0

Before completing, see instructions.

Project Number	Date	Sheet
	7/22/2026	of

Key Number	Contractor
	LARIVIERE INC.
Item Number (Change Order Number)	Subcontractor(s)

Type of Work	Work Authority Number	Contract Number	Funding Codes
CONC OBSTRUCTIONS.			

Description	(A) Prime	(B) Subcontractor(s)	Remarks/Final Totals
Labor From ITD 0370 Forms			
1. JOSH N. / LAB	3		OK GG
2. ASHTON - / LAB	3		
3. VICTOR / OPP	.5		
4.			
5.			
6. Total Labor Columns A & B			
Equipment Rental From ITD 0371 Forms			
7. ELECT JACK HAMMER	3		OK GG
8. " "	3		
9. 315 HOE.	.5		FA GG 308 excl.??
10.			
11.			
12. Total Equipment Rental Columns A & B			
Materials From ITD 0372 Forms			
13.			
14.			
15.			
16.			
17.			
18. Total Materials Columns A & B			
19. Professional Services			
20. Total Lines 6, 12, 18, & 19			
21. Prime Overhead and Profit on Line 20(B)			
22. Total Lines 20 & 21			
23. Sheet Total (Line 22 Columns A + B)			
24. Total from Sheet Number(s) _____			
25. Cumulative Total (Lines 23+24)			

Prepared By	Date	Checked By	Date
BRIAN FAULTHING	7/22/26		
Verified By	**Date**	**Posted By**	**Date**
Greg George	7/22/26		

Distribution: Original (white) and copy (yellow) to Contractor, with original returned to ITD after Contractor verification
Copy (pink) is retained by ITD until the original is returned

Force Account Summary

ITD 0373 (Rev. 02-11)
Supply # 27-021608-0

Before completing, see instructions.

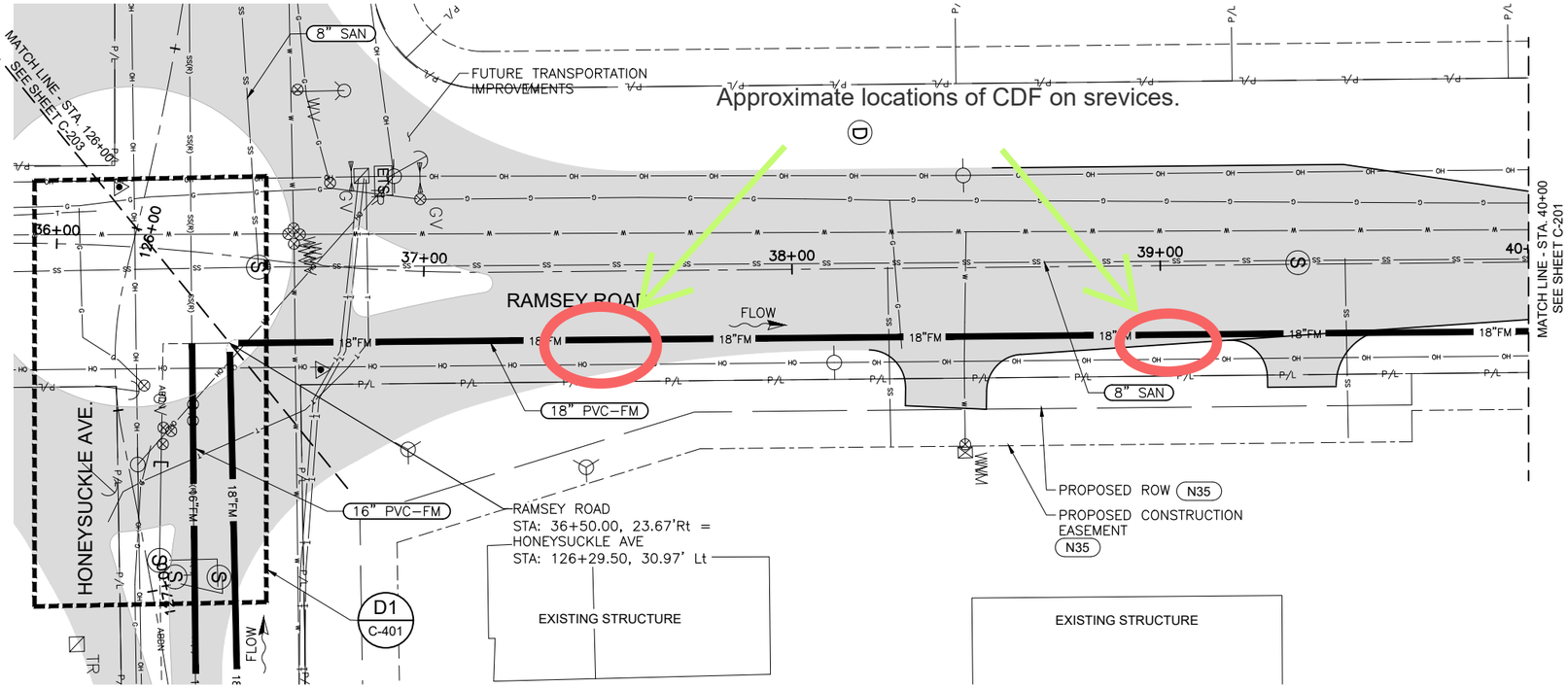
Project Number	Date	Sheet
	7/23/2026.	of
Key Number	**Contractor**	
	LARIVIERE	
Item Number (Change Order Number)	**Subcontractor(s)**	
Type of Work	**Work Authority Number**	**Contract Number** / **Funding Codes**
CONC. OBSTRUCTION AND FM.		

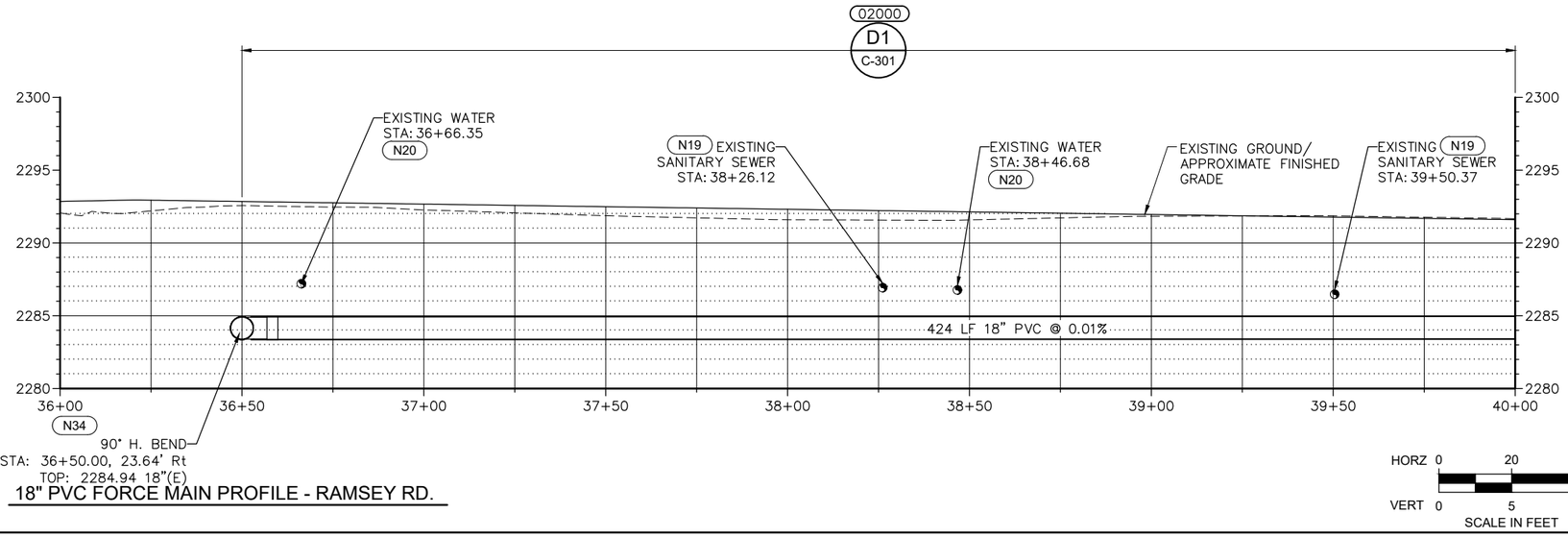
Description	(A) Prime	(B) Subcontractor(s)	Remarks/Final Totals
Labor From ITD 0370 Forms			
1. JOSH. R. LAB.	.75 GG		
2. ANDY W LAB.	.75 GG		
3. VICTOR. HOE	.75 GG		
4.			
5.			
6. Total Labor Columns A & B			
Equipment Rental From ITD 0371 Forms			
7. 321	.75 GG		
8.			
9.			
10.			
11.			
12. Total Equipment Rental Columns A & B			
Materials From ITD 0372 Forms			
13.			
14.			
15.			
16.			
17.			
18. Total Materials Columns A & B			
19. Professional Services			
20. Total Lines 6, 12, 18, & 19			
21. Prime Overhead and Profit on Line 20(B)			
22. Total Lines 20 & 21			
23. Sheet Total (Line 22 Columns A + B)			
24. Total from Sheet Number(s) _____			
25. Cumulative Total (Lines 23+24)			

Prepared By	Date	Checked By	Date
B W	7/23/26.		
Verified By	**Date**	**Posted By**	**Date**
Greg George	7/23/26		

Distribution: Original (white) and copy (yellow) to Contractor, with original returned to ITD after Contractor verification
Copy (pink) is retained by ITD until the original is returned







18" PVC FORCE MAIN PROFILE - RAMSEY RD.

KEYED NOTES: (this sheet)

N19	EXISTING SANITARY SEWER SERVICES SHOWN AT APPROXIMATE LOCATION ONLY. MODIFY THE VERTICAL ALIGNMENT OF THE SANITARY SERVICE IF CONFLICT WITH NEW 18-INCH PIPE EXISTS.
N20	EXISTING WATERLINE SHOWN AT APPROXIMATE LOCATION ONLY. MODIFY THE VERTICAL ALIGNMENT OF THE WATERLINE IF CONFLICT WITH THE NEW 18-INCH PIPE EXISTS. MAINTAIN POTABLE AND NON-POTABLE SEPARATION REQUIREMENTS.
N34	RESTRAIN ALL JOINTS; REFERENCE SPEC SECTION (15060) LENGTH OF RESTRAINED PIPE (FEET) ON EACH SIDE OF BEND OR VALVE.
N35	EXISTING PROPERTY LINES, FUTURE ROW LINES, AND CONSTRUCTION EASEMENT LINES ARE SHOWN FROM HONEYSUCKLE/RAMSEY INTERSECTION IMPROVEMENTS PROJECT. SURVEY, ROW, EASEMENTS SHALL BE COORDINATED WITH THE TRANSPORTATION IMPROVEMENTS PROJECT.

GENERAL NOTES:

1. SEE SHEET G–005 FOR ENTIRE LIST OF KEYED NOTES.
2. SEE SHEET G–004 FOR ENTIRE LIST OF GENERAL PROJECT NOTES.
3. NEW FORCE MAIN REPLACES EXISTING ACTIVE FORCE MAIN IN SEVERAL REACHES.
4. SOME ITEMS IN THE PROFILE ARE NOT SHOWN FOR CLARITY.
5. THE ALIGNMENT FOR THIS WORK IS THE CITY OF HAYDEN HONEYSUCKLE/RAMSEY INTERSECTION IMPROVEMENTS PROJECT ROADWAY CENTERLINE, PROVIDED BY THE CITY OF HAYDEN DURING DESIGN.

HATCH LEGEND

- FUTURE ASPHALT
- EXISTING GRAVEL
- FUTURE CONCRETE

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
Fax: 208.762.9797
www.jub.com

BID

ORIGINAL SIGNED BY: JON R. BAUNE
14015
DATE ORIGINAL SIGNED:11/15/2018

SET

REUSE OF DRAWINGS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

Know what's below. Call before you dig.

HAYDEN AREA REGIONAL SEWER BOARD
HONEYSUCKLE & RAMSEY FM REPLACEMENT

CIVIL (C)
STA 36+50 TO STA 40+00
PLAN AND PROFILE

FILE :	20-15-070_C-201X
JUB PROJ. # :	20-15-070
DRAWN BY:	BSB
DESIGN BY:	JRB
CHECKED BY:	PAK

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 11/14/2018

SHEET NUMBER:
C-202

Plot Date:11/14/2018 4:46 PM Plotted By: Brett Bregor
Date Created:11/14/2018 \\CDAFILES\PUBLIC\PROJECTS\JUB\20-15-070 HARSB ONGOING SERVICES\TASK 001- HONEYSUCKLE AND RAMSEY INTERSECTION FM\CAD\SHEET\20-15-070_C-201X.DWG

WELCH COMER ENGINEERS
WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NUMBER: 5

PROJECT: Honeysuckle Ave and Ramsey Rd RAB Improvements PROJECT NUMBER: 41014.14

DATE OF ISSUANCE 8/13/2026 EFFECTIVE DATE: 8/13/2026

FROM OWNER: City of Hayden

TO CONTRACTOR: LaRiviere, Inc.

ENGINEER: Welch Comer Engineers

YOU ARE DIRECTED TO PROCEED PROMPTLY WITH THE FOLLOWING CHANGE(S):

Description: There is an existing water service to the property directly southwest of the intersection that HLID would like abandoned in place, see attached 2004 record drawings for the location. The work associated with this will be paid for as time and materials according to the previously provided force account rates (attached), with contract allowed contractor markup. Documentation of work completed shall be signed off on daily basis by RPR.

Purpose of Work Change Directive:

Direction to abandon existing water service and establishing method for determining cost.

Attachments: (List documents supporting change)

- 2004 Record Drawings – Sheet 5
- 2447 – Force Account Rates

If a claim is made that the above change(s) have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s):

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum _____

☒ Other TBD Based on T&M Documentation

Method of determining change in Contract Times:

☐ Contractor's records

☐ Engineer's records

☒ Other TBD Based on T&M Documentation

Estimated increase/decrease in Contract Price:

TBD

If the change involves an increase, the estimated amount is not be exceeded without further authorization.

Estimated increase/decrease in Contract Times:

Substantial Completion: TBD days;

Ready for final payment: _____ days.

If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

Welch Comer Engineers
ENGINEER

By: _____
(Authorized Signature)

Date: 8/13/2026

AUTHORIZED:

OWNER

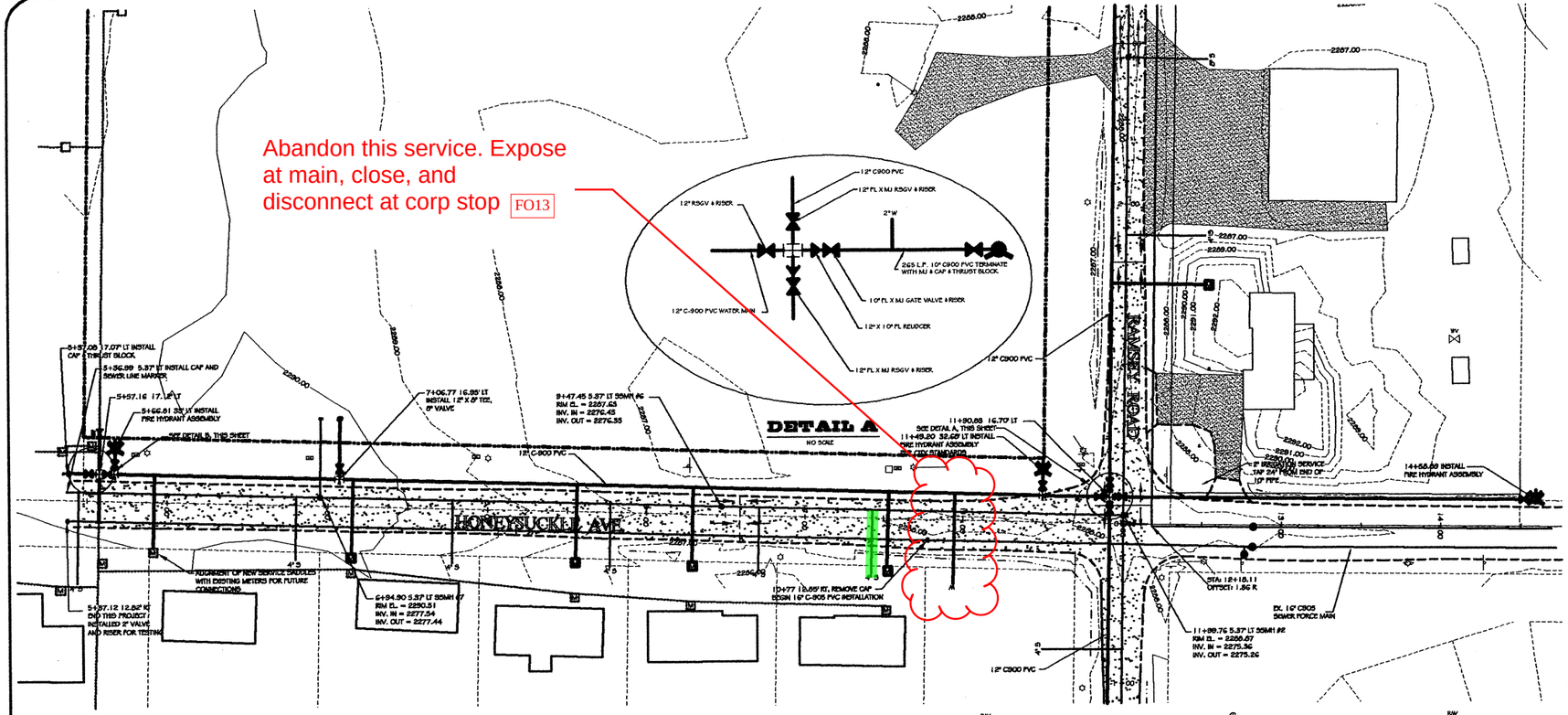
By: Dulci Kau
(Authorized Signature)

Date: 8/18/26

Welch Comer & Associates ʊ 330 E. Lakeside Ave., Ste. 101 ʊ Coeur d'Alene, ID 83814 / (208) 664-9382 Fax: (208) 664-5946

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/508f9c66-98fc-4329-a784-e28ba76d6cf5/WOPIServiceId_TP_EGNYTE_PLUS/WOPIUserId_18.welchcomer.egnyte.com/20260812 41014.14 WCD-5.docx

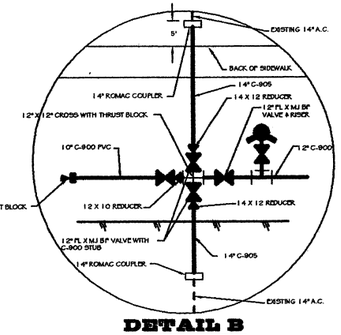
Abandon this service. Expose at main, close, and disconnect at corp stop FO13





LEGEND

- CONTINUOUS ROADSIDE SWALE
- PROPOSED SEWER MANHOLE OR DRYWELL AS NOTED
- CURB DROP WITH APRON
- BLOW-OFF VALVE
- STORMSTREET DRAIN INSTALL PER MUNCO STANDARDS
- STREET LIGHT AT CITY APPROVED LOCATION
- SET CL MONUMENT (CAP)
- DAYLIGHT LINE
- CASED WATER/SEWER CROSSING
  4" SEWER SERVICE = 6" CL 160 PVC
  1" WATER SERVICE = 2" SCH 40 PVC
- 8" WATER MAIN = 12" CL 160 PVC
  20' PIPE CENTERED ON WATER/SEWER MAIN
- THRUST BLOCK
- VALVE
- 90° BEND (1)
- TEE (2)
- 11-1/4° BEND (3)
- 22-1/2° BEND (4)
- 45° BEND (5)
- CROSS (6)
- FIRE HYDRANT ASSEMBLY

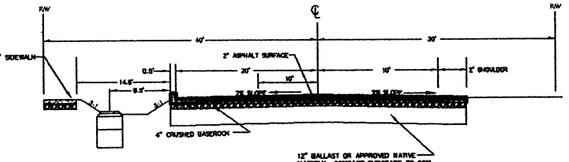


DETAIL B
NO SCALE

NOTES:
1. THE RADII AT ALL CURB RETURNS SHALL BE 30' TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. PED RAMPS SHALL BE CONSTRUCTED AT ALL CURB RETURNS PER CITY OF HAYDEN STANDARDS.
3. ALL CURB DROPS SHALL BE CONSTRUCTED WITH OUTLET PLUMES PER CITY OF HAYDEN STANDARD DRAWINGS (TYP.)
4. RIGHTS-OF-WAYS SHALL BE 60' IN WIDTH UNLESS OTHERWISE NOTED.
5. ROAD WIDTHS SHALL BE 36' MEASURED TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. SEE STANDARD DRAWINGS FOR TYPICAL SIDEWALK RADIUS & PED RAMP.
7. STREET LIGHTS SHALL BE CONSTRUCTED PER CITY OF HAYDEN STANDARD AND AT CITY APPROVED LOCATIONS.
8. CENTERLINE MONUMENTS SHALL BE INSTALLED AT ALL PCS, PTS AND STREET INTERSECTIONS (TYP.).
9. CONSTRUCT BERM TO PROTECT PEDESTRIAN RAMP FROM OVER FLOW STORM WATER.
10. ASPHALT GRINDINGS SHALL BE USED AS FILL WITHIN THE PROJECT.
11. DEMOLITION MATERIALS SHALL BECOME THE CONTRACTORS PROPERTY.
12. IN CASES WHERE WATER & SEWER MAINS CROSS, 18" VERTICAL SEPARATION IS NOT MET. THEN THERE IS TO BE 4" CONCRETE ENCASEMENT OR SLEEVE FOR A 20' LENGTH, CENTERED AT THE CROSSING.
13. IN CASES WHERE WATER & SEWER LATERALS DO NOT HAVE 18" VERTICAL SEPARATION FROM MAINS. THEY ARE TO BE CASED WITH,
    4" SEWER SERVICE = 6" CL 160 PVC
    1" WATER SERVICE = 2" SCH 40 PVC

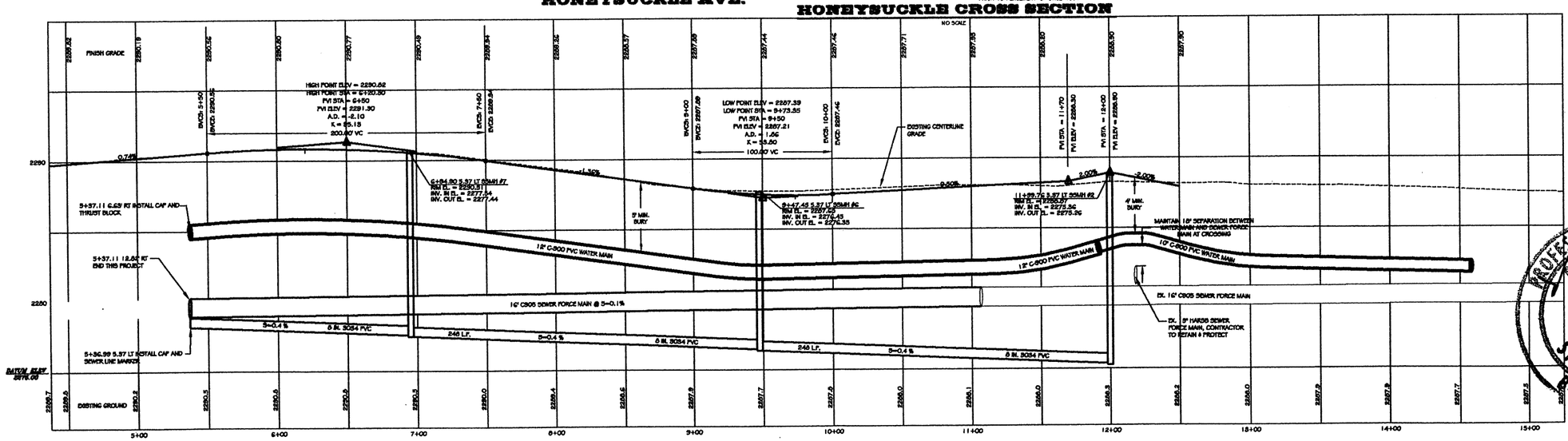
NOTE:
EXISTING HARSB SEWER FORCE MAIN, COORDINATE EXCAVATION AROUND THIS MAIN WITH HARSB. 208-772-9505

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.



CALL BEFORE YOU DIG
1-800-428-4950

HONEYSUCKLE AVE. HONEYSUCKLE CROSS SECTION



RECORD DRAWING - 6/2004

NO.	DATE	DESCRIPTION	BY
1	6-04-04	EDIT HONEYSUCKLE PLAN & PROFILE	TH
2	6-07-04	EDIT RAMSEY & HONEYSUCKLE PLAN & PROFILE	TY
	8-13-26	Field Order 13	
3			

PROFESSIONAL ENGINEER REGISTERED 6510 STATE OF IDAHO

BART D. NORTH, PE
PROFESSIONAL ENGINEERING SERVICES
19752 N. SILVER ST.
RATHDRUM, ID. 83858
• PH. (208)-687-9110 • CELL (208)-755-6235

IMPROVEMENT PLANS FOR
RAMSEY ROAD
CITY OF HAYDEN
MAY 2004

PROFESSIONAL ENGINEER REGISTERED 6510 10/21/26 STATE OF IDAHO

DRWN. BY:
DATE: 6-28-04
PATH: Z:\PROJ
DWG: SHT-05-01
PROJ. - 3107
SCALE: HORIZ.: 1" = 40'
VERT.: 1" = 4'

SHEET:
5 OF 6

CAT 305	$	75.50
CAT 308		$85.00
CAT 330	$	155.00
CAT 321	$	125.00
CAT 950	$	95.00
4000gal Water Truck	$	125.00
Vac Truck	$	325.00

Ex Operator		$46.56 hr
Loader/Water Truck/Vac Truck Operator		$46.56 hr
Labor	$	42.57
Foreman		$46.56 hr

September 11, 2026

Welch Comer Engineers
Attention: Project Engineer

330 E. Lakeside Avenue, Suite 101

Coeur d'Alene, Idaho 83814

RE: Change Order Request for $949.70 and One Contract Day CCR-11

Project: Honeysuckle Avenue and Ramsey Road Roundabout Improvements

Project No.: 41014.14

Change: HLID Existing Water Service Abandonment - WCD-5

Dear Project Engineer:

Lariviere Inc requests a Contract Price increase of $949.70 and an increase of one contract day for the additional water-service abandonment work directed by Work Change Directive No. 5. The directed work was outside Lariviere's original planned sequence and required a separate excavation, disconnection, closure, backfill, and restoration operation. The work was completed and documented on September 1, 2026.

Basis of Request

Welch Comer Engineers issued WCD-5 on August 13, 2026, effective the same date, at the City of Hayden's authorization. WCD-5 directed Lariviere to abandon the existing water service serving the property southwest of the intersection by exposing the service at the main, closing it, and disconnecting it at the corporation stop. The directive states that the work is to be paid on a time-and-material basis using the previously provided force-account rates and contract-allowed markup. It also identifies contractor and engineer records as the basis for determining any adjustment to Contract Times.

The September 1, 2026 Force Account Summary documents the completed water service abandonment and was prepared by Dustin Armstrong and verified by Greg George. The following calculation uses the labor and equipment hours shown on that record, the agreed WCD-5 rates, and the added CAT 84-inch roller rate requested herein:

Resource	Hours	Rate	Unit	Extended Cost
Operator	4.0	$46.56	Hour	$186.24
Laborer	4.0	$42.57	Hour	$170.28
Additional operator	1.0	$46.56	Hour	$46.56
CAT 308 excavator	3.5	$85.00	Hour	$297.50
CAT 305 excavator	0.5	$75.50	Hour	$37.75
CAT 84-inch roller	0.5	$50.00	Hour	$25.00
4,000-gallon water truck	0.5	$125.00	Hour	$62.50

Compensation Calculation

Labor subtotal	$403.08
Equipment subtotal	$422.75
Direct cost subtotal	**$825.83**
Contractor markup - 15%	$123.87
Subcontractor markup - no subcontractor cost	$0.00
Total Contract Price increase requested	**$949.70**

Contractual Support

- SP-01019 Section 1.5(E) authorizes an Owner-signed Work Change Directive directing the Contractor to proceed with changed work for later inclusion in a Change Order and requires the directive to designate the method for determining changes in Contract Price or Contract Time.
- SP-01019 Section 1.5(F) requires an itemized account and supporting data following completion of time-and-material changed work and provides that the Engineer will determine allowable changes in Contract Price and Contract Time under the Contract Documents.
- SP-01019 Section 1.5(G) requires detailed records sufficient to evaluate and substantiate changes in the Work. The signed September 1, 2026 Force Account Summary supplies the contemporaneous field record for this request.
- Project Change Order No. 2 documents the parties' prior pricing convention of 15% markup on contractor labor and materials and 5% on subcontractor work. This request applies the 15% allowance to Lariviere labor only; no material or subcontractor cost is claimed.
- Agreement Articles 4.01 and 4.02 make Contract Time material to performance and establish the time allowed for Substantial Completion and final payment. A directed addition to the Work that consumes planned contract time warrants a corresponding adjustment to the Contract Times.

Requested Change Order

Lariviere requests issuance of a Change Order that:

- Adds one contract day to the Contract Times for the WCD-5 water service abandonment work completed September 1, 2026;
- Adjusts the applicable Substantial Completion and final completion dates by one day; and
- Increases the Contract Price by $949.70 for documented labor and equipment,

This request includes direct force-account compensation and time adjustment associated with WCD-5. It does not waive any other entitlement arising under the Contract Documents. Please issue the requested Change Order increasing the Contract Price by $949.70 and adding one contract day, or provide a written determination identifying any additional information needed to complete the Engineer's evaluation.

Sincerely,

Sam Brown

Project Manager

LaRiviere Inc. | 17564 N Dylan Court | Rathdrum, ID 83858

Main: 208.683.2646 | Direct: 208.994.3201 | Cell: 208.714.2825

LaRiviere INCORPORATED

P. Approval of Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 09/22/2026 - 09/22/2026
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
1G64-PF6T-13GR							
00052598	AMAZON CAPITAL SERVICES, INC.	09/08/2026	09/22/2026	209.38	209.38	Open	N
	OFFICE SUPPLIES	llafleur					09/22/2026
	110-301-56101	OFFICE SUPPLIES		209.38	1.00		209.38
110-532-54304-0							
00052620	AMERICAN ROAD MAINTENANCE, INC	09/03/2026	09/22/2026	621,935.76	621,935.76	Open	N
	2026 CHIP SEAL PROJECT	dcollins					09/22/2026
	110-532-54304-0035	ROAD & PARKING LOT MAINTENANCE		621,935.76	1.00		621,935.76
14892							
00052634	ARCHITECTS WEST, INC.	09/01/2026	09/22/2026	22,530.00	22,530.00	Open	N
	PROFESSIONAL SERVICES AUG1-AUG 31 MCINTI	llafleur					09/22/2026
	121-113-59831-9006	PROJECT DESIGN		22,530.00	1.00		22,530.00
13888812							
00052629	ASHLEY ZINGER	09/09/2026	09/22/2026	40.25	40.25	Open	N
	REGISTERD BY MISTAKE	llafleur					09/22/2026
	110-740-44751	SOCCER FALL YOUTH		40.25	1.00		40.25
WELLNESS 2026							
00052614	BEVERLY WESTER	09/10/2026	09/22/2026	40.00	40.00	Open	N
	2026 WELLNESS REIMBURSEMENT	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
0000054755-0901							
00052637	CDA PRESS	09/01/2026	09/22/2026	44.96	44.96	Open	N
	ORDINANCE 667	llafleur					09/22/2026
	110-345-55401	ADVERTISING & PUBLISHING		44.96	1.00		44.96
0000054757-0901							
00052638	CDA PRESS	09/01/2026	09/22/2026	37.26	37.26	Open	N
	ORDINANCE 668	llafleur					09/22/2026
	110-345-55401	ADVERTISING & PUBLISHING		37.26	1.00		37.26
69382							
00052645	CHAPMAN FINANCIAL SERVICES	09/01/2026	09/22/2026	292.50	292.50	Open	N
	COLLECTION FEES AUG 2026	llafleur					09/22/2026
	210-250-24999	SUSPENSE		292.50	1.00		292.50

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 09/22/2026 - 09/22/2026
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
RFD RCPT 183426							
00052657	CHAPMAN FINANCIAL SERVICES	09/17/2026	09/22/2026	292.50	292.50	Open	N
	UB Receipt Refund for Account #: 999-057	dcollins					09/22/2026
	210-250-24999	S01		292.50	1.00		71.00
RFD RCPT 177119							
00052656	CITY OF HAYDEN	09/17/2026	09/22/2026	427.85	427.85	Open	N
	UB Receipt Refund for Account #: 999-102	dcollins					09/22/2026
	210-250-24999	LATE CHARGE		427.85	1.00		20.00
3537264 AUG 202							
00052595	COEUR D'ALENE GARBAGE SERVICE	08/31/2026	09/22/2026	256.98	256.98	Open	N
	HONEYSUCKLE BEACH-698000	llafleur					09/22/2026
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		256.98	1.00		256.98
119558							
00052643	COEUR D'ALENE PAVING INC	09/10/2026	09/22/2026	396.00	396.00	Open	N
	HOT MIX	llafleur					09/22/2026
	110-532-54304	ROAD & PARKING LOT MAINTENANCE		396.00	1.00		396.00
WELLNESS 9-26							
00052617	COLLINS, DEEDE J.	09/11/2026	09/22/2026	40.00	40.00	Open	N
	WELLNESS REIMBURSEMENT 2026	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
1260							
00052632	CONNELLY ENTERPRISES	09/14/2026	09/22/2026	1,000.00	1,000.00	Open	N
	PERFORMING ARTS WORKSHOP	llafleur					09/22/2026
	110-111-58026	ARTS COMMISSION SUMMER THEATER EXPENSES		1,000.00	1.00		1,000.00
9378495329							
00052644	COUNTRY LOCK & KEY	09/16/2026	09/22/2026	11.50	11.50	Open	N
	BRASS KEY TAGS	llafleur					09/22/2026
	110-531-56101	STREET SHOP SUPPLIES		11.50	1.00		11.50
02-260979810							
00052635	CUMMINS INC	09/14/2026	09/22/2026	1,668.88	1,668.88	Open	N
	GENERATOR REPAIR	llafleur					09/22/2026
	210-241-54054	2023 FORD TRANSIT (SEWER CAMERA VAN)		1,668.88	1.00		1,668.88

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
27848-445							
00052592	ENVIRONMENT CONTROL SPOKANE	09/01/2026	09/22/2026	1,840.00	1,840.00	Open	N
	MONTHLY MAINT-CITY HALL & PW AUG 2026	llafleur					09/22/2026
	110-811-54301	BUILDING MAINT & REPAIR		1,495.00	1.00		1,495.00
	110-811-54302	PWF- BUILDING MAINT & REPAIR		345.00	1.00		345.00
ZY9ESD7Q34A2-1							
00052599	FACILITRON, INC.	08/20/2026	09/22/2026	3,750.00	3,750.00	Open	N
	JUL-AUG-SEP 2026 2ND QTR USAGE FEE	llafleur					09/22/2026
	110-711-56405	SCHOOL DISTRICT FEES		3,750.00	1.00		3,750.00
580053							
00052608	FCS GROUP INC.	08/31/2026	09/22/2026	2,402.50	2,402.50	Open	N
	HAYDEN-SEWER COLLECTION CAP FEE	llafleur					09/22/2026
	211-241-59807	SEWER RATE STUDIES		2,402.50	1.00		2,402.50
WELLNESS 9/26							
00052616	GAHRINGER, JENNIFER M.	09/11/2026	09/22/2026	40.00	40.00	Open	N
	WELLNESS REIMBURSEMENT 26	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
164677							
00052593	GEO TEK, INC	08/30/2026	09/22/2026	5,840.00	5,840.00	Open	N
	CHIP SEALING LAB TESTING 2026-PROJECT 40	llafleur					09/22/2026
	110-532-54304	ROAD & PARKING LOT MAINTENANCE		5,840.00	1.00		5,840.00
JB26-332640							
00052597	GREAT FLOORS LLC	09/02/2026	09/22/2026	10,932.00	10,932.00	Open	N
	UPSTAIRS CARPET	llafleur					09/22/2026
	110-811-54301	CH BUILDING MAINT & REPAIR		10,932.00	1.00		10,932.00
AUGUST 2026							
00052649	HARSB	09/08/2026	09/22/2026	81,410.00	81,410.00	Open	N
	CAPACITY SOLD AUGUST 2026	dcollins					09/22/2026
	211-241-54411	CAPACITY SOLD-RES-HARSB		27,912.00	1.00		27,912.00
	211-241-54431	CAPACITY SOLD-NONRES-HARSB		53,498.00	1.00		53,498.00
1488796							
00052585	HAYDEN ACE HARDWARE	09/04/2026	09/22/2026	142.66	142.66	Open	N
	KEYPAD ENTRY/FACILITIES	llafleur					09/22/2026
	110-811-54302	PWF- BUILDING MAINT & REPAIR		142.66	1.00		142.66

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
1490808							
00052609	HAYDEN ACE HARDWARE	09/11/2026	09/22/2026	14.51	14.51	Open	N
	PACKING TAPE & DISP-SIGNS	llafleur					09/22/2026
	110-532-54308	STREET SIGN MAINTENANCE		14.51	1.00		14.51
1490896							
00052621	HAYDEN ACE HARDWARE	09/11/2026	09/22/2026	13.58	13.58	Open	N
	STRIPING PAINT	llafleur					09/22/2026
	110-711-56110	FIELD MARKING PAINT		13.58	1.00		13.58
1491970							
00052633	HAYDEN ACE HARDWARE	09/15/2026	09/22/2026	17.22	17.22	Open	N
	MOUSE BAIT, CHARCL BRIQTS	llafleur					09/22/2026
	110-531-56101	STREET SHOP SUPPLIES		17.22	1.00		17.22
1492261							
00052642	HAYDEN ACE HARDWARE	09/16/2026	09/22/2026	56.16	56.16	Open	N
	FINUCANE BATHROOMS	llafleur					09/22/2026
	110-541-54321	PARKS-BUILDINGS		56.16	1.00		56.16
1492410							
00052646	HAYDEN ACE HARDWARE	09/16/2026	09/22/2026	9.56	9.56	Open	N
	NUMBERS/LETTERS-SHOP	llafleur					09/22/2026
	110-350-54208	2026 GMC SIERRA 1500 PRO		9.56	1.00		9.56
1580150-01 AUG							
00052596	HAYDEN LAKE IRRIGATION DISTRICT	08/31/2026	09/22/2026	78.00	78.00	Open	N
	WEST RAMSEY IRRIGATION SERVICE 7/31/26-8	llafleur					09/22/2026
	210-247-57021	H-6 LIFT STATION UTIL		78.00	1.00		78.00
03-169434							
00052589	HAYDEN SUPER 1 FOODS	09/01/2026	09/22/2026	98.02	98.02	Open	N
	SEPT EMPLOYEE BREAKFAST	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		98.02	1.00		98.02
05-312090							
00052606	HAYDEN SUPER 1 FOODS	09/02/2026	09/22/2026	63.68	63.68	Open	N
	PAPER PLATES, CUPS, WIPES	llafleur					09/22/2026
	110-531-56101	STREET SHOP SUPPLIES		63.68	1.00		63.68

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 09/22/2026 - 09/22/2026
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
04-545903							
00052647	HAYDEN SUPER 1 FOODS	09/12/2026	09/22/2026	15.96	15.96	Open	N
	DONUTS-1ST DAY STAFF SUPPLIES	llafleur					09/22/2026
	110-711-56105	PROGRAM EQUIPMENT/SUPPLIES		15.96	1.00		15.96
2S269057							
00052639	HORIZON DISTRIBUTORS INC.	09/09/2026	09/22/2026	864.00	864.00	Open	N
	GOV WAY IRRIGATION	llafleur					09/22/2026
	110-541-54319	STREETSCAPE REPAIR & MAINT		864.00	1.00		864.00
INV-00529568							
00052590	INTERMAX NETWORKS	09/01/2026	09/22/2026	876.67	876.67	Open	N
	CITY HALL PHONE SERVICE	llafleur					09/22/2026
	110-211-55300	COMMUNICATIONS/PHONES		876.67	1.00		876.67
INV-0533241							
00052625	INTERMAX NETWORKS	09/12/2026	09/22/2026	227.66	227.66	Open	N
	PW SHOP PHONE SERVICE	llafleur					09/22/2026
	110-811-54109	UTILITIES-PWF		227.66	1.00		227.66
INV-00533356							
00052626	INTERMAX NETWORKS	09/12/2026	09/22/2026	134.00	134.00	Open	N
	HONEYSUCKLE BEACH KIOSK	llafleur					09/22/2026
	112-241-56103	OPERATING SUPPLIES		134.00	1.00		134.00
WELLNESS 9/2026							
00052619	JARVIS, ANNE M	09/11/2026	09/22/2026	40.00	40.00	Open	N
	WELLNESS REIMBURSEMENT 2026	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
9830 N Maple							
00052652	JOHNSON SURVEYING NW INC - ETHAN H	09/17/2026	09/22/2026	350.00	350.00	Open	N
	Refund - Cancelling duplicated	dcollins					09/22/2026
	110-320-22813	Boundary Line Adjustment		350.00	1.00		350.00
PASS THRU 8/202							
00052651	KC EMERGENCY MEDICAL SERVICES SYS	09/08/2026	09/22/2026	2,035.59	2,035.59	Open	N
	DEVELOPMENT IMPACT FEE REMITTANCE FOR AU	dcollins					09/22/2026
	110-228-22818	PASSTHRU-IMPACT FEES-KCEMSS		2,035.59	1.00		2,035.59

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
2026-00000064							
00052648	KOOTENAI COUNTY	08/31/2026	09/22/2026	99,494.42	99,494.42	Open	N
	LAW ENFORCEMENT SERVICES-AUG 2026	llafleur					09/22/2026
	110-251-59003	KOOTENAI COUNTY LAW ENFORCEMENT SERVICES		99,494.42	1.00		99,494.42
10-882191.00 AU							
00052636	KOOTENAI COUNTY SOLID WASTE	09/15/2026	09/22/2026	400.40	400.40	Open	N
	PUBLIC WORKS	llafleur					09/22/2026
	110-811-54109	UTILITIES-PWF		400.40	1.00		400.40
WELLNESS 09/202							
00052618	LAFLEUR, LESLIE A.	09/11/2026	09/22/2026	40.00	40.00	Open	N
	WELLNESS REIMBURSEMENT 2026	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
47595							
00052604	LAKE CITY LAW GROUP PLLC	09/09/2026	09/22/2026	7,713.00	7,713.00	Open	N
	LEGAL-GENERAL MATTERS	llafleur					09/22/2026
	110-211-53102	CIVIL LEGAL SERVICES		7,713.00	1.00		7,713.00
5334C6							
00052622	M&M COURT REPORTING LLC	09/03/2026	09/22/2026	3,290.00	3,290.00	Open	N
	JUDICIAL REVIEW TRANSCRIPTION	dcollins					09/11/2026
	110-390-49006	MISCELLANEOUS REVENUE		3,290.00	1.00		3,290.00
WELLNESS 9/2026							
00052630	MICHAEL G DROBNOCK	09/14/2026	09/22/2026	40.00	40.00	Open	N
	2026 WELLNESS REIMBURSEMENT	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
40069							
00052627	MOUNTAIN WATER WINDOW CLEANING	09/10/2026	09/22/2026	400.00	400.00	Open	N
	WINDOW CLEANING CITY HALL	llafleur					09/22/2026
	110-811-54301	CH BUILDING MAINT & REPAIR		400.00	1.00		400.00
583016							
00052607	NAPA AUTO PARTS	09/03/2026	09/22/2026	4.67	4.67	Open	N
	SPADE TERMINAL-SIGNS	llafleur					09/22/2026
	110-532-54308	STREET SIGN MAINTENANCE		4.67	1.00		4.67

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64196							
00052594	NORTH IDAHO LANDSCAPE SUPPLIES INC	08/07/2026	09/22/2026	408.50	408.50	Open	N
	TOPSOIL-CROFFOOT, SHOP, RAMSEY	llafleur					09/22/2026
	110-541-54300	BUILDINGS & GROUNDS		408.50	1.00		408.50
PASS THRU 8/202							
00052650	NORTHERN LAKES FIRE PROTECTION DIST	09/08/2026	09/22/2026	19,207.05	19,207.05	Open	N
	DEVELOPMENT IMPACT FEE REMITTANCE FOR AU	dcollins					09/22/2026
	110-228-22819	PASSTHRU-IMPACT FEES-NLFPD		19,207.05	1.00		19,207.05
01-191195							
00052586	RAGAN EQUIPMENT INC.	09/02/2026	09/22/2026	68.50	68.50	Open	N
	BLADE GRINDER WHEEL	llafleur					09/22/2026
	110-541-56101	PARKS SHOP SUPPLIES		68.50	1.00		68.50
01-191344							
00052605	RAGAN EQUIPMENT INC.	09/08/2026	09/22/2026	140.01	140.01	Open	N
	OIL FILTER, OIL	llafleur					09/22/2026
	110-541-56101	PARKS SHOP SUPPLIES		140.01	1.00		140.01
71018							
00052587	REBUILDING & HARDFACING INC	09/03/2026	09/22/2026	9,794.00	9,794.00	Open	N
	SUPPLIES-PLOW	llafleur					09/22/2026
	110-532-54306	SNOW REMOVAL		9,794.00	1.00		9,794.00
71021							
00052628	REBUILDING & HARDFACING INC	09/10/2026	09/22/2026	3,618.00	3,618.00	Open	N
	DUAL GRADER BLADE	llafleur					09/22/2026
	110-532-54306	SNOW REMOVAL		3,618.00	1.00		3,618.00
109540							
00052600	SATURDAY NIGHT INC.	08/19/2026	09/22/2026	4,142.35	4,142.35	Open	N
	U8-U15 SOCCER SHIRTS	llafleur					09/22/2026
	110-711-56404	TEAM SHIRTS		4,142.35	1.00		4,142.35
109541							
00052601	SATURDAY NIGHT INC.	08/19/2026	09/22/2026	1,802.50	1,802.50	Open	N
	MINI FALL SOCCER SHIRTS	llafleur					09/22/2026
	110-711-56404	TEAM SHIRTS		1,802.50	1.00		1,802.50

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109542							
00052602	SATURDAY NIGHT INC.	08/19/2026	09/22/2026	1,950.00	1,950.00	Open	N
	MICRO FALL SOCCER SHIRTS	llafleur					09/22/2026
	110-711-56404	TEAM SHIRTS		1,950.00	1.00		1,950.00
109631							
00052623	SATURDAY NIGHT INC.	09/08/2026	09/22/2026	35.00	35.00	Open	N
	LATE PLAYERS SHIRTS	llafleur					09/22/2026
	110-711-56404	TEAM SHIRTS		35.00	1.00		35.00
ARTS COMMISSION							
00052658	SHANA WRIGHT	09/10/2026	09/22/2026	30.97	30.97	Open	N
	ART SHOWCASE SUPPLIES	dcollins					09/22/2026
	110-111-58025	ARTS COMMISSION		30.97	1.00		30.97
WELLNESS 9-26							
00052615	SHANNON DRAPPO	09/11/2026	09/22/2026	40.00	40.00	Open	N
	2026 WELLNESS REIMBURSEMENT	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
WELLNESS-9/26							
00052613	SHAWN M LANGENDERFER	09/10/2026	09/22/2026	40.00	40.00	Open	N
	2026 WELLNESS REIMBURSEMENT	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
36695177190926							
00052603	SHERWIN WILLIAMS COMPANY - HAYDEN	09/08/2026	09/22/2026	67.95	67.95	Open	N
	BENCHES-PAINT	llafleur					09/22/2026
	110-111-58025-2305	ARTS COMMISSION		67.95	1.00		67.95
37651177190926							
00052610	SHERWIN WILLIAMS COMPANY - HAYDEN	09/10/2026	09/22/2026	53.03	53.03	Open	N
	PAINT SUPPLIES-BENCHES	llafleur					09/22/2026
	110-111-58025-2305	ARTS COMMISSION		53.03	1.00		53.03
170174501-001							
00052588	SITEONE LANDSCAPE SUPPLY, LLC	09/04/2026	09/22/2026	666.79	666.79	Open	N
	K-RAIN RISERS-IRRIGATION	llafleur					09/22/2026
	110-541-54323	PARKS-IRRIGATION		666.79	1.00		666.79

INVOICE REGISTER FOR CITY OF HAYDEN

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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
WELLNESS-9/26							
00052612	SMITHAM, AMBER	09/10/2026	09/22/2026	40.00	40.00	Open	N
	2026 WELLNESS REIMBURSEMENT	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
WELLNESS-09/26							
00052611	SUZANNE CANO	09/10/2026	09/22/2026	40.00	40.00	Open	N
	2026 WELLNESS REIMBURSEMENT	llafleur					09/22/2026
	110-211-52902	RECOGNITION/WELLNESS/EVENTS		40.00	1.00		40.00
693283							
00052591	TASB, INC.	09/01/2025	09/22/2026	4,000.00	4,000.00	Open	N
	BOARDBOOK PREMIER SUBSCRIPTION PERIOD 9/	llafleur					09/22/2026
	110-230-57707	BOARDBOOK ANNUAL MAINTENANCE		4,000.00	1.00		4,000.00
RFND-PETITION							
00052624	VIKING CONSTRUCTION INC	09/11/2026	09/22/2026	4,460.00	4,460.00	Open	N
	REFUND BALANCE PETITION FOR REVIEW	dcollins					09/22/2026
	110-390-49006	MISCELLANEOUS REVENUE		4,460.00	1.00		4,460.00
41014140-006							
00052640	WELCH COMER & ASSOCIATES INC.	09/10/2026	09/22/2026	101,933.17	101,933.17	Open	N
	PROFESSIONAL SERVICES 07/19/2026-08/22/2	llafleur					09/22/2026
	130-899-59831-7721	PROJECT DESIGN		101,933.17	1.00		101,933.17
41014150-005							
00052641	WELCH COMER & ASSOCIATES INC.	09/10/2026	09/22/2026	8,575.00	8,575.00	Open	N
	PROFESSIONAL SERVICES 07/19/26-08/22/26	llafleur					09/22/2026
	130-899-59831-8020	PROJECT DESIGN		8,575.00	1.00		8,575.00
41014040-048							
00052653	WELCH COMER & ASSOCIATES INC.	09/17/2026	09/22/2026	255.00	255.00	Open	N
	Check Request For Escrow: BEN26-0008	dcollins					09/22/2026
	110-228-22813	BEN26-0008 - J2026-0326		255.00	1.00		255.00
41014040-047							
00052654	WELCH COMER & ASSOCIATES INC.	09/17/2026	09/22/2026	510.00	510.00	Open	N
	Check Request For Escrow: BEN26-0006	dcollins					09/22/2026
	110-228-22813	BEN26-0006 - J2026-0258		510.00	1.00		510.00

INVOICE REGISTER FOR CITY OF HAYDEN

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Invoice Number / Inv Ref # / Inventory	Vendor / Description / GL Distribution	Invoice Date / Entered By / Units	Due Date	Invoice Amount	Amount Due	Status / Quantity	Posted / Post Date / Unit Price
41014040-047							
00052655	WELCH COMER & ASSOCIATES INC.	09/17/2026	09/22/2026	382.50	382.50	Open	N
	Check Request For Escrow: BEN26-0007	dcollins					09/22/2026
	110-228-22813	BEN26-0007 - J2026-0287		382.50		1.00	382.50

# of Invoices: 73	# Due: 73	Totals:	1,034,118.40	1,034,118.40
# of Credit Memos: 0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:			1,034,118.40	1,034,118.40

--- TOTALS BY FUND ---

110	GENERAL FUND	814,117.02	814,117.02
112	HONEYSUCKLE BOAT LAUNCH FUND	390.98	390.98
121	IMPACT FEE PARKS FUND	22,530.00	22,530.00
130	MAJOR CAPITAL PROJECTS FUND	110,508.17	110,508.17
210	SEWER OPER. & MAINT. FUND	2,759.73	2,759.73
211	SEWER CAPITALIZATION FUND	83,812.50	83,812.50

--- TOTALS BY DEPT/ACTIVITY ---

111	GEN-MYR OPERATING & ADMINISTRAT	1,151.95	1,151.95
113	PLANNED PROJECTS - PARKS	22,530.00	22,530.00
211	GEN-ADM OPERATING & ADMINISTRAT	9,087.69	9,087.69
228	PASSTHRU & BAD DEBT EXPENSES	22,390.14	22,390.14
230	GEN-ADM INFORMATION TECHNOLOGY	4,000.00	4,000.00
241	OPERATING & ADMINISTRATIVE	85,872.36	85,872.36
247	LIFT/PUMP STATION UTIL	78.00	78.00
250	FUND BALANCES	1,012.85	1,012.85
251	LAW ENFORCEMENT SALARIES & BENE	99,494.42	99,494.42
301	COMDEV--P&D OPERATING & ADMINIS	209.38	209.38
320	COMMUNITY DEVELOPMENT FEES	350.00	350.00
345	COMDEV P&D OPERATING & ADMINIST	82.22	82.22
350	COMDEV VEHICLES	9.56	9.56
390	OTHER FINANCING SOURCES	7,750.00	7,750.00
531	PW-STR OPERATING & ADMINISTRATI	92.40	92.40
532	PW-STR ROAD MAINTENANCE	641,602.94	641,602.94
541	PW-PKS OPERATING & ADMINISTRATI	2,203.96	2,203.96
711	REC OPERATING & ADMINISTRATIVE	11,709.39	11,709.39
740	RECREATION PROGRAMS	40.25	40.25
811	FACIL OPERATING & ADMINISTRATIV	13,942.72	13,942.72
899	CAPITAL PURCHASES/PROJECTS	110,508.17	110,508.17

3. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
4. **COMMISSION REPORT**
   A. Historic Preservation Commission
5. **UNFINISHED BUSINESS**
   A. *ACTION ITEM* Consideration of 2026 Memorandum of Understanding with Specialized Needs Recreation

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: September 11, 2026

Agenda Item: 2026 Memorandum of Understanding for City's Annual Contribution to Special Needs Recreation

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Agenda Item Location
Unfinished Business

Recommended Action or Motion
Approval of the Memorandum of Understand (MOU) for the City's annual contribution to Specialized Needs Recreation (SNR) for FY2026.

Functional Impact of Authorizing
Per City Council's direction at the August 25, 2026, meeting after SNR's request of a $3,000 increase to match Hayden's contribution with its equitable share of 16% of Hayden residents utilizing their programs, an MOU has been created between the City and Specialized Needs Recreation.

Functional Impact of Not Authorizing
By not approving the MOU, the City would not have specific parameters outlined for its annual contribution to SNR. These parameters make SNR more accountable for the funds it receives from the City.

Fiscal Impact
The total being requested from SNR for FY2026 is $6,000.00, which includes the $3,000.00 that had already been budgeted.

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

Attachment
Memorandum of Understanding for the City of Hayden's Contribution to Specialized Needs Recreation

MEMORANDUM OF UNDERSTANDING
FOR THE CITY OF HAYDEN'S CONTRIBUTION TO SPECIALIZED NEEDS RECREATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CITY OF HAYDEN'S CONTRIBUTION TO SPECIALIZED NEEDS RECREATION is made and entered into this ____ day of September, 2026 by and between the City of Hayden, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, 8930 N. Government Way, Hayden, Idaho 83835 (hereinafter "City"), and Specialized Needs Recreation Inc., a Non-Profit Corporation D, PO Box 2451, Coeur d'Alene, Idaho 83816-2451 (hereinafter "SNR"). The City and Specialized Needs Recreation Inc. may be referred to herein as "Parties" or individually as "Party."

WHEREAS, City has agreed to an annual contribution to support SNR; and

WHEREAS, on August 25, 2026, the City Council approved SNR's request to increase the annual contribution from $3,000 to $6,000; and

WHEREAS, the City desires to have a MOU with SNR which specifies the terms of its annual contribution.

NOW THEREFORE, the City and SNR hereto mutually agree as follows:

1. That the City will:
    a. As a municipal partner, provide an annual contribution of $6,000 to SNR for services provided by SNR. The parties shall review the contribution, and the services provided every two years and may mutually agree to modify the annual contribution or services based upon participation, program costs, and available City funding.
    b. Upon receipt of the annual invoice from SNR, process and pay the invoice through bills for payment.
    c. Maintain the right to decide on the amount of the annual contribution through its budgeting process.

2. That SNR will:
    a. Provide an annual update to City Council of the participation in SNR's programs.
    b. Provide a copy of SNR's certificate of insurance.
    c. Provide an annual financial statement and such reasonable documentation as may be necessary to verify SNR's use of the City's contribution and compliance with any services described in this MOU, including but not limited to:
        i. annual participation report;
        ii. number of Hayden residents served;
        iii. certificate of insurance
        iv. annual financial statement;
        v. reasonable accounting for the City's $6,000.

3. It is mutually agreed that:
    a. This MOU may not be altered or amended in any fashion other than by a written agreement signed by both SNR and the City.

    b. SNR or the City may cancel this MOU at any time, with or without cause, upon thirty (30) days written notice to the other party and specifying the date of termination. Termination of this MOU by either SNR or City shall also terminate the obligation or liabilities of the parties, except that the obligations and liabilities incurred prior to the termination date shall be honored.

c. By entering into this MOU, the City assumes no responsibility for claims, damages, losses, expenses, actions and suits arising from SNR programs and activities, and SNR agrees that it is responsible for responding to all claims, damages, losses, expenses, actions and suits arising from SNR programs and activities. Nothing in this provision shall extend the liability of SNR beyond that provided in the Idaho Tort Claims Act, Idaho Code §6-901, *et.seq*.

d. If any term or provision of this MOU is held by the courts to be illegal or in conflict with any Idaho law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular terms or provisions held to be invalid.

e. This MOU shall be governed by the laws of the State of Idaho. Nothing herein shall be construed as in any way enlarging, affecting or waiving the jurisdiction, responsibility, liabilities or existing rights of either SNR or the City. Rather, this MOU provides only for the exercise of existing authorities in a cooperative manner to achieve a more efficient operation of government. For this reason, this MOU is entered for the sole purpose of setting forth the understanding of the parties in achieving a common purpose, and is not intended to provide a basis for legal action upon breach of any of its provisions.

f. The parties understand and agree that each party's participation in this MOU is dependent upon the appropriation of sufficient funds, and that this MOU may be terminated in the event that sufficient funds to carry out the terms of this MOU are not appropriated or in the event of a holdback in funding that prevents such party from carrying out the terms of this MOU.

g. The parties agree that no person shall, on the basis of race, color, creed, national origin or gender, be excluded from or denied participation in or otherwise subjected to discrimination in relation to any activity associated with this MOU.

CITYOF HAYDEN

_____
Alan Davis, Mayor

Date:_____

SPECIALIZED NEEDS RECREATION INC.

S Patterson
Executive Director

Date: 9-11-2020

ATTEST:

_____
Abbi Landis, City Clerk

6. **NEW BUSINESS**
   A. Sewer Capitalization Fee Study Presentation

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: 9/16/2026

Agenda Item: Sewer Cap Fee Presentation

Agenda Item Location
New Business

Background and Recommended Action or Motion
Council approved the agreement to hire FCS to perform a Capitalization (CAP) Fee Study. FCS will present on the process and outcomes related to the CAP fee.

Staff has included a conservative fee increase in the fee publication and is seeking Council's input on increasing the CAP Fee to align with the findings presented by FCS. A change to the CAP Fee will be incorporated into the fee schedule hearing on 9/29/26.

B. *ACTION ITEM* Consider Adopting Resolution for Amended City of Hayden Financial Policy

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: Jennifer Gahringer

Date: September 22, 2026

Agenda Item: Consider Resolution Adopting City of Hayden Financial Policy

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Agenda Item Location
New Business

Background and Recommended Action or Motion
The attached resolution and exhibits provide for the amended Financial Policy for the City of Hayden, combining two previous resolutions and a providing for a new section regarding reserve minimums.

Fiscal Impact
This action has no fiscal impact.

Budget Funding Source / Transfer Request
N/A

Attachment
Resolution and supporting financial policy

CITY OF HAYDEN

FINANCIAL CONTROL POLICY

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CHAPTER 1. PURPOSE STATEMENT

The City recognizes its important responsibility to its citizens to properly account for and manage the public and enterprise funds entrusted to it. These funds must be spent, saved, and invested wisely to support essential services, maintain daily operations, plan for the replacement of assets, and promote financial growth without unnecessarily increasing property taxes or utility rates.

To that end, this Financial Management and Reserve Policy, along with established reserve minimums, is adopted to guide the City in maximizing revenues and maintaining financial resilience against economic volatility and regional fluctuations.

The purpose of this policy is to ensure the City remains financially stable by maintaining adequate cash flow and reserve levels. This policy promotes sound financial practices that:

- Protect the City during unplanned or volatile economic downturns
- Provide sufficient funding to manage fluctuations between intermittent revenue streams and ongoing monthly expenditures
- Mitigate the financial impacts of external agency actions that may reduce revenues or increase service costs
- Address unexpected emergencies, including manmade events, natural disasters, and legal judgments
- Promote responsible management of financial risks affecting overall City operations
- Establish long-term financial goals and strategies to achieve sustained financial security

In coordination with the City's other financial policies, budget processes, and Council actions, this policy serves as a guiding framework for City leadership to support long-term financial success across changing economic conditions and future administrations.

CHAPTER 2. GENERAL OVERSIGHT

All sound financial decisions require strong oversight policies and consistent practices. This chapter establishes the general framework for financial oversight in the City's daily, monthly, and annual operations.

The City Council is responsible for establishing financial policies and reviewing the City's operations and activities as part of its fiduciary duty. The Mayor is responsible for oversight of all City operations, including financial management.

If a City Administrator is appointed by the Mayor and City Council, responsibility for day-to-day operations shall be delegated to that position, unless otherwise directed by the Mayor and Council.

The City Finance Director, who may also serve as the City Treasurer, is responsible to the City Administrator, Mayor, and City Council for all matters related to the City's financial operations.

The City Council may provide exceptions to these responsibilities through separate action or policy. Any such exceptions should be reviewed and reaffirmed following the election of new Council members and/or a newly elected Mayor.

Compliance with External Requirements

The City shall comply with all applicable federal, state, and local laws and regulations. This includes, but is not limited to:

- Reporting financial data in accordance with Idaho Code 67-1075 and 67-1076
- Adhering to Generally Accepted Accounting Principles (GAAP)
- Following standards established by the Governmental Accounting Standards Board (GASB)

Security and Access

To safeguard financial, personnel, payroll, and other sensitive records (both electronic and physical), the following controls shall be in place:

- Access to secure information shall be granted based on job responsibilities, as determined by the City Administrator and Finance Director (and/or Treasurer, if applicable)
- Access to financial systems, including ERP software, banking platforms, and related systems, shall be protected through secure authentication methods such as passwords and multi-factor authentication
- Upon employee separation, all system access shall be immediately revoked, and all City-owned property (e.g., keys, authentication devices, equipment) shall be returned to the City

Financial and Internal Control Policy

The City shall maintain a high standard of accounting practices through a structured system of internal controls. The Finance Department is responsible for establishing and maintaining these controls to provide reasonable assurance that:

- Assets are safeguarded against loss, theft, or misuse

- Financial activities comply with applicable laws and regulations
- Transactions are properly authorized, recorded, and reported

The Finance Department shall develop internal control procedures based on best practices and recommendations from independent auditors. A good faith effort will be made to implement all relevant audit recommendations.

Department heads and leadership staff are responsible for ensuring compliance with internal control procedures within their respective areas.

Auditing and Financial Reporting

To fulfill its financial reporting responsibilities, the City shall:

- Maintain a comprehensive chart of accounts and accounting system capable of producing timely and accurate financial statements
- Contract for an independent annual audit in accordance with applicable state laws (Idaho Code 50-1010) and GASB standards
- Issue timely financial statements in accordance with GAAP
- Prepare and publish periodic financial and operational reports to support management decisions and policy development

Capital Asset Accounting and Disposal Policy

The City shall maintain a Capital Asset Policy to ensure proper tracking, control, and reporting of fixed assets.

- Capital assets with a value of $5,000 or more and a useful life of at least three (3) years shall be recorded in the City's General Ledger
- The Finance Department shall provide departments with a preliminary year-end fixed asset listing following the close of each fiscal year
- Department heads or supervisors shall review and report any changes to the Finance Department by October 31 each year, including:
    - Assets designated as surplus or at end of life
    - Transfers between departments
    - Changes in asset condition
    - Upgrades or enhancements that extend useful life

Departments are responsible for the proper use, care, maintenance, and security of all assigned equipment. Necessary repairs should be performed promptly, and appropriate safeguards must be in place to prevent loss, damage, or unauthorized use.

CHAPTER 3. OVERVIEW OF ACCOUNTING SYSTEMS

The City's financial systems are maintained in accordance with governmental accounting standards. Governmental funds are reported using the modified accrual basis of accounting, while enterprise funds (including sewer operations) are reported using the full accrual basis of accounting.

Access to the accounting system is restricted and controlled to ensure the reliability, accuracy, and integrity of financial data.

Funds Receivable

Funds receivable procedures are established to ensure that all incoming funds are properly recorded, documented, and safeguarded. The Finance Director and/or City Treasurer shall designate authorized staff responsible for collecting City funds.

The following procedures are designed to minimize errors, ensure accountability, and maintain oversight. Failure to comply with these procedures may result in disciplinary action, up to and including termination of employment.

- All incoming mail shall be opened promptly by the Cash Receipting Clerk. In-person payments shall be processed at the time of receipt, and all payments must generate a receipt within the City's ERP system
- All checks and cash shall be recorded immediately in the cash receipting system
- Electronic payments shall be reported daily. Online credit card payments shall be verified through system-generated reports, while other electronic payments shall be coded by the Finance Director and/or City Treasurer and entered into the receipting system
- The City maintains two secure payment drop boxes (City Hall and an off-site location). Payments collected from drop boxes shall be opened and verified by two staff members, with any cash independently confirmed. Receipts shall be issued and processed consistent with standard procedures
- Daily reconciliation reports shall be generated for all payment types (cash, check, card, and electronic). These reports must balance prior to deposit preparation
- Deposits shall be made daily through a secure banking process
- The Finance Director and/or City Treasurer shall perform monthly bank reconciliations for all City accounts, identifying and resolving any discrepancies between bank records and the general ledger

Funds Disbursed

Disbursement procedures are established to ensure that all payments are properly authorized, documented, and recorded.

- Disbursements shall be supported by adequate documentation and appropriate approval

- The City Council retains primary authority for approving disbursements
- The Mayor and/or City Administrator may authorize disbursements within their approved limits
- Access to check printing and payment systems shall be restricted and password protected

Department Oversight

Each department is responsible for managing its budget and is accountable to the City Administrator/Mayor and City Council.

- The City Treasurer shall prepare monthly budget-to-actual (variance) reports
- Reports shall be distributed to department directors and the City Council for review
- Department directors are responsible for verifying the accuracy of financial activity within their budgets, including identifying coding errors or unauthorized expenditures

Payment of Invoices

Department heads are responsible for reviewing and approving invoices prior to submission for payment. This includes verifying accuracy, appropriateness, and correct general ledger coding.

The following requirements apply:

- Payments shall be made based on invoices only; statements or quotes are not acceptable for payment
- Any discrepancies or reliance on quotes must be resolved with the vendor prior to submission for approval
- Final payment for goods shall not be made until the City has received and accepted the goods or services
- Any required down payments must receive prior approval from the City Council and be clearly documented as such

Ratification of Bills

Ratification of bills shall occur only under extenuating circumstances when payment cannot reasonably wait until the next scheduled City Council meeting.

- Ratified payments shall follow the same documentation and review process as standard disbursements
- All ratified bills shall be presented to the City Council at the next meeting for formal approval
- Ratified payments shall be listed as a separate agenda item to ensure transparency and Council awareness

CHAPTER 4. BUDGETING POLICY

This policy establishes the standards and processes for preparing, adopting, and managing the annual operating and capital budgets. It ensures fiscal sustainability, transparency, legal compliance, and alignment with organizational priorities.

Guiding Principles

- Maintain a **structurally balanced** budget using recurring revenues for recurring expenses.
- Use a **long-term financial outlook**, integrating a 2-5 year forecast.
- Apply **conservative revenue assumptions** and realistic expenditure planning.
- Ensure **transparency, accountability, and internal control**.
- Prioritize one-time revenues for one-time uses.

Roles & Responsibilities

- **Governing Body:** Sets priorities; adopts budget and major amendments.
- **City Administrator/Manager:** Guides strategy; reviews proposals; submits proposed budget.
- **Finance Director/Treasurer:** Issues instructions and calendar; consolidates submissions; monitors compliance; manages reporting and amendments.
- **Departments:** Prepare operating and capital requests; manage spending within appropriations; provide performance metrics.
- **HR:** Support position control and benefits.

Budget Calendar

- Apr–May: Department discussions; HR position review and strategic planning
- Jun–Jul: Consolidation; leadership review; budget workshops
- Jul-Aug: Adoption and publication of budget
- Monthly/Quarterly: Monitoring and reporting

Budget Development Standards

- Use documented revenue/expenditure assumptions.
- Identify recurring vs. one-time items.
- Include required KPIs and service-level impacts.
- Maintain position control and fund new staffing only with identified ongoing sources.

Capital Improvement Program (CIP)

- Maintain a multi-year CIP detailing project cost, funding, and operating impacts.
- Prioritize projects based on safety, mandates, asset preservation, service impact, and external funding.

Reserves & Contingencies

- Maintain operating reserves at established target levels.
- Use fund balance only for one-time costs or emergencies with a restoration plan.
- Include annual contingencies to address unforeseen needs.

Budget Controls & Amendments

- Governing body approval is required for appropriation increases, inter-fund transfers, or major CIP changes.
- Emergency spending requires subsequent ratification.

Monitoring & Reporting

- Monthly departmental reviews and variance analysis.
- Quarterly public financial reports covering operations, CIP, and KPIs.
- Mid-year forecast update and corrective actions when needed.

Grants & Restricted Funds

- Budgets must comply with grantor requirements.
- Finance ensures accurate tracking, drawdowns, and reporting.

Internal Controls

- Maintain documentation, audit trails, and segregation of duties.
- System controls must prevent overspending beyond approved appropriations.

CHAPTER 5. PURCHASING POLICY

The procurement of commodities and services in the public sector represents a direct cost to taxpayers and is subject to public scrutiny. The City is committed to ensuring that all purchasing activities are conducted with integrity, transparency, and accountability.

Competition is the central principle of public procurement. This policy is designed to:

- Encourage fair and open competition
- Ensure the best value for public funds
- Prevent favoritism, fraud, and profiteering
- Promote equal opportunity for vendors, including local businesses

The City adheres to **Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivision)** as the minimum standard. Where this policy is more restrictive than state law, City requirements shall prevail.

Purchasing Ethics and Vendor Relationships

Prohibitions

City employees are prohibited from:

- Selling goods or services to the City unless expressly authorized
- Attempting to influence procurement decisions through improper means (e.g., bribes, kickbacks, gifts, or favoritism)
- Circumventing purchasing procedures (e.g., splitting purchases or creating false emergencies)

Code of Ethics

Employees involved in procurement shall:

- Comply with all City policies and Idaho laws
- Avoid real or perceived conflicts of interest
- Promote open and fair competition
- Act as responsible stewards of public funds
- Not accept gifts, favors, or anything of value exceeding nominal thresholds (generally $50)
- Avoid conducting business with relatives or other City employees

Vendor Relationships

The City values professional and ethical relationships with vendors. Employees shall:

- Conduct business with fairness and integrity
- Protect confidential and proprietary vendor information
- Maintain professionalism in all interactions

Purchasing Procedures

Acquisition cost includes purchase price, delivery, and installation.

Purchase of Goods and Services

Purchases Up to $1,500

- Authorized by Department Director
- No competitive bidding required
- Must be within approved budget

Purchases $1,500 – $5,000

- Require Department Director approval and City Administrator authorization
- Must include a signed proposal
- Contracts may substitute for proposals if applicable

Purchases $5,000 – $25,000

- No competitive bidding required
- Contract required and must be approved by Mayor or City Council
- Mayor must sign contract

Purchases $25,000 – $100,000

- Require **informal bidding process**
- Written quotes required

Purchases in excess of $100,000

- Require **formal bidding process**
- Must comply with Idaho Code §67-2806

Exceptions to Bidding Requirements

Competitive bidding may be waived when:

- Purchasing through State of Idaho or federal contracts

- Emergency procurement is required
- Sole source procurement is justified

Informal Bidding Process

- Minimum of three quotes (if available)
- Preference for Idaho-based vendors when possible
- Written solicitation required
- Minimum three-day response period (unless emergency)
- No splitting purchases to avoid thresholds
- Mayor signs resulting contracts

Formal Bidding Process

Specifications

- Be clear, fair, and non-restrictive
- Encourage competition
- Allow verification of compliance

Public Notice Requirements

- Published at least twice in a newspaper
- First notice: minimum two weeks before bid opening
- Second notice: at least seven days before bid opening

Bid Opening and Evaluation

- Publicly opened by City Clerk
- Evaluated for responsiveness and accuracy
- Results made publicly available

Council Action

- Award bid
- Reject bids
- Request additional information
- Rebid or approve alternative procurement methods

Emergency and Sole Source Procurement

- Allowed when necessary to protect life, health, or property.
- Must be authorized by the Mayor and comply with Idaho Code §67-2808.

Sole Source Purchases

- Allowed when only one vendor is available
- Council approval
- Public notice at least 14 days prior

Public Works Construction

- **$5,000–$10,000:** No bidding required
- **$10,000–$25,000:** Council approval required
- **$25,000–$100,000:** Informal bidding required
- **Over $100,000:** Formal bidding required

All projects over $10,000 must use licensed public works contractors and include performance and payment bonds.

Professional Services

General Services

- Typically procured through a Request for Proposals (RFP)
- Selection based on qualifications and value, not just price

Design Professionals & Construction Managers

- Selected based on qualifications (Idaho Code §67-2320)
- Formal qualification and negotiation process required for contracts over $25,000

Contracts

- Required for services exceeding $5,000
- Must be approved by Council if over $10,000 or longer than one year
- Reviewed by City Attorney
- Maintained by City Clerk

Purchasing Authority

Role	Authority Limit
Department Director	Up to $1,500

Role	Authority Limit
Department Director (with Admin approval)	Up to $5,000
City Administrator	Up to $5,000
Mayor	Up to $10,000

Leases

- Must include non-appropriation clause (if over one year)
- Require Council approval and Mayor signature
- Reviewed by City Attorney

Risk Management

Vendors may be required to provide:

- Workers' Compensation Insurance
- Liability Insurance
- W-9 documentation
- Payment and performance bonds (public works)

Payment Processing

- All invoices processed through Finance Department
- Departments must verify and approve invoices
- Payments issued after Council approval
- Strict deadlines for submission

Surplus Property Disposal

General Principles

- Maximize value to the City
- Follow state law
- Prohibit employee acquisition

Disposal Methods

- Disposal, donation, auction, or sale depending on value
- Council approval required for higher-value items

CHAPTER 6. RESERVE POLICY

The purpose of this Reserve Policy is to ensure the City remains a financially stable organization by maintaining appropriate reserve levels. Adequate reserves position the City to effectively plan for cash-funded needs and to respond to unplanned events such as economic downturns, actions by external agencies, natural disasters, catastrophic events, or significant legal liabilities.

A well-structured reserve policy also enables the City to plan for and fund major capital expenditures, reducing reliance on debt and minimizing the financial burden on taxpayers and ratepayers.

In coordination with the City's broader financial policies, this Reserve Policy serves as a guiding framework for maintaining financial stability, meeting ongoing obligations, and addressing unforeseen events in a fiscally responsible manner.

This policy applies only to unrestricted and unassigned fund balances. Restricted and non-spendable funds are excluded.

Fund Types

The City maintains three primary fund types:

- General Fund
- Enterprise Funds
- Special Revenue Funds

This policy primarily focuses on the General Fund and Enterprise Funds, as these have the most direct impact on taxpayers and ratepayers. The City Council may adopt reserve policies for Special Revenue Funds in the future if deemed necessary.

General Fund Reserve

The General Fund is the City's primary operating fund supporting tax-funded services, including administration, finance, recreation, streets, parks, and contracted public safety services.

Due to its reliance on variable revenue sources and exposure to operational risks, the General Fund requires a structured reserve approach.

Risk Factors

- Revenue volatility and economic downturns
- Unexpected emergencies or large-scale events
- Equipment failures and capital replacement needs
- Legal liabilities not covered by insurance

Reserve Structure

The General Fund reserve is divided into three components:

Operating Reserve

The Operating Reserve provides working capital to address timing differences between revenues and expenditures.

Emergency Reserve

The Emergency Reserve provides funding for unforeseen events requiring immediate response.

Capital / Contingency Reserve

This reserve supports planned and unplanned capital expenditures and strategic opportunities.

Operating Reserve

Policy Standard:

- Minimum: 90 days (3 months) of operating expenditures
- Equivalent to: 25% of annual operating budget (excluding non-operating expenses)

Purpose:

- Maintain cash flow stability
- Ensure timely payment of obligations
- Support strong creditworthiness and borrowing capacity

Emergency Reserve

Policy Standard:

- Target: 10% of operating expenditures

Eligible Uses:

- Natural or manmade disasters
- Revenue shortfalls due to economic or legislative changes
- Infrastructure failure or urgent repairs
- Required match for state or federal disaster funding

Capital / Contingency Reserve

Purpose:

- Fund major equipment and infrastructure
- Support land acquisition and facility development
- Reduce reliance on debt financing
- Provide flexibility for unforeseen opportunities

Policy Guidance:

- Align with the City's 5-year Capital Improvement Plan (CIP)
- Maintain sufficient funding to cover:
    - Current year capital needs
    - At least one additional year of planned capital

Reserve Funding and Use Priorities

- Reserve levels shall be reviewed annually during the budget process
- Adjustments shall be made as needed based on financial conditions

Order of Use in Emergencies:

1. Emergency Reserve
2. Capital / Contingency Reserve
3. Operating Reserve (last resort)

The Operating Reserve should be preserved to maintain ongoing operations.

The Finance Director may establish administrative procedures for the use and replenishment of reserves.

Sewer Enterprise Fund Reserve

The City's Wastewater System operates continuously and must maintain financial capacity to support operations, capital improvements, and debt obligations.

Reserve policies ensure:

- Operational continuity
- Infrastructure reliability
- Rate stability

- Environmental protection

Operating Reserve

Minimum Requirement:

- 90 days (3 months) of operating expenditures
- Equivalent to 25% of annual operating budget (excluding non-operating expenses)

Purpose:

- Maintain working capital
- Support uninterrupted service delivery

Capital Program Reserve

Minimum Requirement:

- Current year budgeted capital expenditures

Purpose:

- Ensure adequate funding for capital projects
- Maintain project continuity and working capital
- Support uninterrupted service delivery

Emergency Reserve

Target:

- 10% of annual operating expenditures

Purpose:

- Cover unexpected catastrophic events such as:
    - Equipment failures
    - Natural disasters
    - System emergencies

Restricted (Debt) Reserve

Purpose:

- Meet requirements of loan agreements (e.g., State Revolving Fund)

Requirement:

- Maintain balances as specified in debt agreements

- Funds remain restricted until obligations are satisfied

Excess Funds

Funds exceeding reserve targets should be prioritized for:

- Reducing outstanding liabilities
- Strengthening long-term financial position

Policy Review

Reserve levels and targets shall be reviewed:

- Annually during budget adoption
- During budget amendments
- As needed based on economic or operational changes

CHAPTER 7. INVESTMENT POLICY

General Purpose Statement

The City of Hayden recognizes its responsibility to its citizens to prudently manage public funds with accountability, transparency, and sound financial judgment. This includes safeguarding financial resources, supporting sustainable growth, and ensuring adequate funding for current operations, future maintenance, and capital development.

The City's financial management policies establish a framework to promote fiscal stability and responsible stewardship of public and customer funds. This Investment Policy provides structure, direction, and oversight for the management and investment of City funds.

Policy Objectives

The objectives of this Investment Policy are as follows:

- To establish clear policies governing the cash and investment activities of all City funds under the City's jurisdiction.
- To ensure compliance with all applicable federal, state, and local laws and regulations related to the management, control, and safeguarding of public funds.
- To manage the City's cash and investments in a manner that prioritizes:
    - **Safety of principal**
    - **Adequate liquidity** to meet operational needs
    - **A reasonable rate of return** consistent with safety and liquidity objectives

Authority

The Chief Financial Officer/City Treasurer is authorized to invest City funds in accordance with applicable laws, including but not limited to:

- Idaho Code §50-1013
- Idaho Code §50-208
- Idaho Code §57-107
- Idaho Code §57-127
- Governmental Accounting Standards Board (GASB) Statement No. 40

All investment activities shall conform to these authorities and any subsequent amendments.

Investment Management

All cash and investment management activities shall be conducted with a high standard of care to ensure the safety, integrity, and proper stewardship of the City's financial assets.

Investment practices shall:

- Adhere strictly to all applicable local, state, and federal regulations
- Maintain accurate and transparent records of all transactions
- Ensure internal controls are in place to safeguard public funds
- Align with the City's overall financial management policies and objectives

Use of Brokers / Dealers

When utilizing broker/dealers, the City shall:

- Obtain competitive quotes from approved and qualified financial institutions or broker/dealers
- Ensure a fair and impartial selection process with no preferential treatment
- Maintain a list of approved broker/dealers that meet the City's standards for reliability and regulatory compliance

All investment transactions, including purchases, modifications, reinvestments, or changes in investment strategy, shall require prior approval by the City Council through formal motion.

CHAPTER 8. DEBT MANAGEMENT POLICY

General Purpose Statement

The City of Hayden recognizes that the prudent use of debt is an important tool in financing capital improvements and infrastructure necessary to meet the current and future needs of the community. At the same time, the City acknowledges that debt must be managed responsibly to maintain long-term financial stability and protect the interests of its citizens.

This Debt Management Policy establishes guidelines to ensure that all debt is issued and managed in a manner that is fiscally sound, transparent, and consistent with the City's overall financial goals.

Policy Objectives

The objectives of this policy are as follows:

- To ensure that debt is issued only for appropriate and necessary purposes
- To maintain the City's ability to access credit markets at the lowest possible cost
- To preserve and enhance the City's credit rating and financial reputation
- To ensure full and timely repayment of all debt obligations
- To provide clear guidelines for the issuance and management of debt
- To ensure compliance with all applicable federal, state, and local laws

Authority

The issuance of debt shall be authorized by the City Council in accordance with applicable Idaho statutes and local ordinances.

The Chief Financial Officer/City Treasurer is responsible for administering and managing the City's debt in compliance with this policy and all legal requirements.

Purposes For Which Debt May Be Issued

Debt may be issued for the following purposes:

- Financing capital improvements, infrastructure, and major equipment acquisitions
- Funding projects that provide long-term community benefit
- Refinancing existing debt to achieve cost savings or more favorable terms
- Addressing emergency situations when sufficient reserves are not available

Debt shall not be used to fund ongoing operational expenditures except in extraordinary circumstances and with explicit City Council approval.

Types of Debt

The City may utilize various forms of debt, including but not limited to:

- General Obligation Bonds
- Revenue Bonds
- Notes or Loans
- Lease-Purchase Agreements

The selection of the appropriate debt instrument shall be based on the nature of the project, repayment source, cost considerations, and legal requirements.

Debt Affordability and limits

The City shall ensure that its debt levels remain within manageable limits by:

- Evaluating the impact of new debt on current and future budgets
- Maintaining debt service at levels that do not compromise essential City services
- Considering debt capacity in relation to assessed valuation and revenue streams
- Monitoring key financial ratios and benchmarks

The City will strive to maintain a balance between leveraging debt for necessary improvements and preserving financial flexibility.

Debt Structure and Terms

The City shall structure debt in a manner that:

- Matches the term of the debt to the useful life of the financed asset
- Provides for level or declining debt service payments where feasible
- Minimizes total interest costs over the life of the debt
- Avoids the use of high-risk or complex financing structures unless clearly justified

Refinancing and Refunding

The City may refinance or refund existing debt when it is financially beneficial, such as:

- Achieving interest cost savings
- Restructuring debt for improved cash flow
- Removing or modifying burdensome covenants

All refinancing decisions shall be supported by a clear financial analysis.

Compliance and Disclosure

The City shall comply with all applicable federal and state requirements related to debt issuance and management, including:

- Continuing disclosure requirements
- Arbitrage and tax regulations
- Financial reporting standards

Accurate records shall be maintained for all debt obligations.

Reporting and Monitoring

The City shall:

- Provide regular reports to the City Council on outstanding debt
- Monitor debt service schedules and obligations
- Include debt obligations in long-term financial planning

CITY OF HAYDEN
RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF HAYDEN, IDAHO, ADOPTING THE CITY'S FINANCIAL POLICIES AND REPEALING AND REPLACING ANY PRIOR POLICIES OR RESOLUTIONS IN CONFLICT THEREWITH

WHEREAS, the City of Hayden seeks to ensure responsible stewardship of public funds through clearly defined financial principles and practices; and

WHEREAS, the City has reviewed and updated its Financial Policies to reflect current best practices, operational needs, statutory requirements, and the long-term financial interests of the community; and

WHEREAS, the City Council finds it necessary and appropriate to formally adopt these updated Financial Policies; and

WHEREAS, the City Council further finds that previously adopted financial policies, or portions thereof, may be outdated or inconsistent with the newly adopted policies and should therefore be repealed and replaced to avoid conflict and ensure clarity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAYDEN, IDAHO:

1. The updated **City of Hayden Financial Policies**, attached hereto as *Exhibit A* and incorporated herein by reference, are hereby **adopted** as the official financial policies of the City of Hayden.
2. Any previously adopted financial policies, resolutions, guidelines, or provisions that conflict with the policies adopted herein are hereby **repealed** and **replaced** by the policies set forth in *Exhibit A*.
3. This Resolution shall take effect immediately upon its adoption.

PASSED by the City Council of the City of Hayden, Idaho, on this ___ day of _____, 2026

_____
Alan Davis, Mayor

_____
Abbi Sanchez, Clerk

C. *ACTION ITEM* Consider Adding a Senior Permit Technician to the Kinds and Levels Chart

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: September 22, 2026

Agenda Item: Addition to the Kinds and Levels Chart

Agenda Item Location
New Business

Recommended Action or Motion
Approval of the Updated Kinds and Levels Chart to include a Senior Permit Technician.

Summary
We are requesting the addition of a new position to the Kinds and Levels Chart. The Kinds and Levels Chart groups jobs with similar duties, responsibilities, skills, and qualifications into salary grades, creating a fair and consistent system for pay and career growth. This promotion was noted and planned for with the FY27 budget and the position was researched and evaluated for correct placement in the Kinds and Levels and corresponding Salary Grades. This placement will recognize the knowledge and experience this staff member provides with a salary more in line with the level of expertise they bring to the City. The salary range that corresponds with this will have a minimum hourly rate of $24.48 and maximum of $33.79.

Fiscal Impact
The promotion of staff to this position was budgeted for in the Fiscal Year 2027 Budget. There is no increase in costs.

Budget Funding Source / Transfer Request
The salary and benefits for this position was budgeted between the following funds:
110 92%
210 8%

Attachment
Draft Kinds and Levels Chart

Attachment A

City of Hayden

DRAFT Kinds and Levels Chart

(Displays internal equity of positions)

Grade	Administration	Administrative Services	Community and Econmic Development	Community Services	Public Works
15	City Administrator				
14					Public Works Director
13	City Engineer	Treasurer/Finance Director	Community Development Director		
12	City Clerk/HR Director			Community Services Director	Deputy Public Works Director
11	Network System Administrator/Support Tech		Building Official		
10	City Clerk HR Generalist/Deputy Clerk or Risk Manager		Senior Planner Senior Building Inspector/Plans Examiner		Superintendent of Streets Public Works Technician Wastewater Collection Supervisor
9					Engineering Technician Superintendent of Parks
8			Bldg. Inspector/Plans Examiner Planner		GIS/Engineering Services Coordinator Wastewater Collections Operator Public Works Crew Lead - Streets/Parks Mechanic
7		Assistant Treasurer	Senior Permit Technician	Recreation Coordinator	Public Crerw Member/Mechanic
6			Assistant Planner		Public Works Crew Member II
5	Administrative Assistant/Deputy City Clerk		Permit Technician		
4		Accounting Tech UB/AP Accounting Tech AR	Planning Assistant	Recreation Assistant	Public Works Crew Member I
3	Administrative Assistant		Administrative Assistant	Administrative Assistant	
2					
1	Customer Service Representative				

Note: Other positions that may be temporary in nature or recreational seasonal positions may be hired at minimum wage or under a separate pay plan, as determined by the City.

D. *ACTION ITEM* Consider Fiscal Year 2027 Law Enforcement Contract with Kootenai County

Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: September 14, 2026

Agenda Item: Consider FY27 Law Enforcement Contract with Kootenai County

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Agenda Item Location
New Business

Background and Recommended Action or Motion
During the FY27 budget build council directed staff to negotiate a contract for Law Enforcement services with Kootenai County not to exceed a budget of $1,080,470. Given this budget cap, the following contract for FY2027 is provided by the County. To bring the level of service into the budget limits, the county has reduced the number of deputies from 5 in FY2026 to 4 in FY2027. Additionally, the animals control personnel and a detective position remain in the budget. In addition to the contracted services, the County is also included a line-item expense of overtime, which they conclude is not currently captured in the overhead calculation (see attached overhead summary description from Brandi Falcon).

The Board of County Commissioners has approved this contract at their 9/15 Board meeting.

Functional Impact of Authorizing or Not Authorizing
Authorizing the contract allows the city to engage in enhanced law enforcement services for another fiscal year.

Fiscal Impact
The overall fiscal impact is just under $3,000 from what was budgeted.

Budget Funding Source / Transfer Request
110-251-59003- Law Enforcement

Attachment
FY2027 Contract Agreement

From: Alan Davis
To: Brandi Falcon
Cc: Bruce Mattare; Lisa Ailport
Subject: RE: Overhead Summary
Date: Thursday, September 3, 2026 11:32:08 AM
Attachments: image002.png
image004.png
image006.png
image007.png

Thank you, Brandi. I appreciate you explaining the process and look forward to The County providing the city with an updated contract appendix so we can bind our FY'27 law enforcement contract this month. We're too late to get this on our (next) Tuesday agenda but can present it to Council on the 22nd, which is the last normally scheduled meeting of the fiscal year.

Alan Davis
Mayor
City of Hayden
t: (208) 772.4411

From: Brandi Falcon <bfalcon@kcgov.us>
Sent: Tuesday, September 1, 2026 5:31 PM
To: Alan Davis <adavis@haydenid.gov>
Cc: Bruce Mattare <bmattare@kcgov.us>
Subject: Overhead Summary

Hi Alan,

Bruce wanted me to send you a summary of how the overhead was calculated for the Hayden contract for FY27. I calculated the cost of 4 deputies, plus 1 detective and 1 animal control officer, and added the budget for your overtime to come up with a personnel expense of $769,436. Then I multiplied that by 40% for overhead. That is a total contract cost of $1,077,210.

In FY26, the Sheriff did not input a budget for overtime for Hayden, so we didn't have anything to include as a budgeted amount for overtime last year, so overtime expense at the time was just included in the actual overhead rate, which was around 50%-60% I believe. This year we have a budget for it, so we are adding it as a flat personnel cost instead of including it in overhead. The overhead rate being charged is still 40%, even though actual overhead paid by the county is now around ~47%.

		Personnel Costs	Overhead Costs	Overhead Rate					
	Position #	FY27 Avg Loaded Rate (no COLA, Steps, Longevity)	Total Overhead Costs	Contract Total Cost	Actual Overhead % Calculated	FY27 Contract Overhead Rate (Reduced)	FY27 Contract Amount (w/reduced overhead rate)	FY26 Contract Amount	FY27 Contract Increase
	City of Hayden								
1	300-055 Sheriff Deputy, Patrol Hayden	$ 128,677	$ 56,917	$ 185,594					
2	300-057 Sheriff Deputy, Patrol Hayden	$ 128,677	$ 56,917	$ 185,594					
3	300-072 Sheriff Deputy, Patrol Hayden	$ 128,677	$ 56,917	$ 185,594					
4	300-078 Sheriff Deputy, Patrol Hayden	$ 128,677	$ 56,917	$ 185,594					
5	Available FT Detective	$ 145,278	$ 97,309	$ 242,587					
6	Available FT Animal Control Officer	$ 89,417	$ 38,034	$ 127,451					
7	Budgeted Overtime	$ 20,031	$ 280	$ 20,311					
	FY27 Hayden Expenses	**$ 769,436**	**$ 363,290**	**$ 1,132,726**	47%	40%	**$ 1,077,210**		
	FY27 Hayden Revenue			**$ 1,080,470**			**$ 1,080,470**	**$ 1,193,933**	**$ (113,463)**
	Contract Surplus/(Deficit)			**$ (52,256)**			**$ 3,260**		

Thank you,

BRANDI FALCON
Finance Director | Kootenai County Auditor's Office

451 N Government Way
Coeur d'Alene, ID 83814
bfalcon@kcgov.us
Office: 208.446.1665
Fax: 208.446.1661
www.kcgov.us

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") made and entered into this 15th day of September, 2026, by and between **Kootenai County**, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Kootenai County Sheriff** (hereinafter collectively the "COUNTY") and the **City of Hayden**, Idaho, a municipal corporation of the State of Idaho (hereinafter the "CITY").

WITNESSETH

WHEREAS, several cities in Kootenai County contract with the COUNTY for the provision of law enforcement services within their city boundaries; and

WHEREAS, the COUNTY supports the development and continuation of these contracts to preserve the quality, depth and breadth of its law enforcement services; and

WHEREAS, the CITY desires to contract with the COUNTY for the performance of the hereinafter described law enforcement duties, services, and functions within its boundaries by the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Law Enforcement Services. The COUNTY will provide the CITY the law enforcement services described in Exhibit A, attached hereto and incorporated herein by reference.

1.1 Compensation.

a. Rate and Cost. The CITY shall pay COUNTY for the services provided at the rate and cost described in Exhibit A.

b. Billing. COUNTY shall submit a bill to the CITY on or about the first day of every month, but not later than the fifth day, for services provided during

the prior month at the rates and cost described in Exhibit A. The CITY shall pay the COUNTY the amount billed within thirty (30) days.

1.2. Special Provisions.

a. Distribution of Penalties, Fines and Forfeitures. Any arrests made within the protected area, and citations issued for misdemeanors or infractions that occur within the protected area during the timeframe for which COUNTY is providing the law enforcement shall be deemed CITY arrests and citations for the purpose of prosecution and distribution of penalties, fines and forfeitures.

1.3 Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:

a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY. Allegations of misconduct shall be investigated in accordance with COUNTY protocol.

b. Status of Employees. All individuals rendering service hereunder shall be for all purposes employees of the COUNTY.

c. Liability. All liability for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the COUNTY hereunder shall be that of the COUNTY.

d. Provision of Personnel. The COUNTY shall furnish all personnel and such resources and material deemed by the COUNTY as necessary to provide the level of law enforcement service herein described.

e. Vehicles and Equipment. Ownership of vehicles and equipment purchased by the COUNTY shall be retained by the COUNTY. The vehicles described in Exhibit B shall be the property of the CITY.

1.4 CITY Responsibilities. In support of the COUNTY providing the services described herein, the CITY promises the following.

a. Municipal Police Authority. The CITY promises to confer municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within CITY boundaries, for the purposes of carrying out this Agreement.

b. Special Supplies. The CITY promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the CITY.

1.5 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2026, and unless otherwise terminated, shall continue in effect until September 30, 2027. This Agreement may be renewed upon the mutual written agreement of the parties.

1.6 Early Termination. Each party may initiate a process to terminate this Agreement for any reason as follows:

a. Notice of Termination. In the event either party hereto desires to terminate this Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other party.

b. Transition Plan. Within sixty (60) days of the receipt of such written termination notice, the parties shall commence work on and complete a

mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the CITY and the COUNTY. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

c. Termination and/or Interest Charge. In the event the CITY fails to make a monthly payment within thirty (30) days of billing, the COUNTY may charge an interest rate within two percentage points of the interest rate on the monthly COUNTY investment earnings. In addition, in the event the CITY fails to make a monthly payment within one hundred twenty (120) days of billing, the COUNTY may terminate this Agreement immediately.

1.7 Indemnification and Insurance.

a. The CITY to Defend, Indemnify and Hold the COUNTY Harmless. The COUNTY, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said CITY or any officers, agents or employees thereof, and the CITY hereby covenants and agrees to defend, indemnify and hold and save the COUNTY, and its officers, agents, and employees, harmless from all claims whatsoever that might arise against the COUNTY, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the CITY, its officers, agents or employees.

b. The COUNTY to Defend, Indemnify and Hold the CITY Harmless. The COUNTY hereby covenants to defend, indemnify and hold and save the CITY, and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the CITY, its officers, agents, or employees by reason of any acts or failures to act on the part of the COUNTY, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to CITY Ordinances, Policies, Rules and Regulations. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same and select legal counsel at its sole expense and, if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability,

and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

1.8 Audits and Inspections. The records, reports and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101, *et seq*.

1.9 Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

1.10 Agreement Administration.

a. Agreement Administrators. The CITY Administrator or Mayor, or his designee, and the Sheriff, or his designee, shall serve as agreement administrators to review performance and resolve operational problems.

b. Referral of Unresolved Problems. The CITY Mayor or his designee shall refer any police and/or city code enforcement service operational problem, which cannot be resolved with the Sheriff's designee, to the Sheriff and the designee of the Board of County Commissioners. The Sheriff, the designee of the Board of County Commissioners and the Mayor shall meet as necessary and work in good faith to resolve such issues.

1.11 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall

not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

1.12 Termination of Prior Contracts. The COUNTY and CITY agree that all prior agreements to provide law enforcement services are terminated and superseded by this Agreement. Except as set forth in Exhibit B, all vehicles, equipment and other personal property purchased pursuant to the terms of prior agreements shall be deemed the property of the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Hayden

By: _____
Alan Davis, Mayor

ATTEST:

_____
Abbi Sanchez, City Clerk

Kootenai County Sheriff

By: _____
Robert Norris, Sheriff

Board of Kootenai County Commissioners

By: _____
Bruce Mattare, Chair
Bruce E. Mattare, Commissioner - Signed 9/15/2026

By: _____
Leslie Duncan, Commissioner
Leslie Duncan, Commissioner - Signed 9/15/2026

By: _____
Marc Eberlein, Commissioner

ATTEST:

Jennifer Locke, Kootenai County Clerk
Teri Johnston, Deputy Clerk - Signed 9/15/2026

CLERK OF 1ST DISTRICT FIRST JUDICIAL DISTRICT-KOOTENAI COUNTY OFFICE AUDITOR AND RECORDER STATE OF IDAHO

EXHIBIT A

1. Compensation. The CITY shall pay the COUNTY as compensation for the law enforcement services to be herein rendered by the KCSO to the CITY, for the term stated, the sum of $1,077,208.00, allocated as follows:

A. Personnel	
• Four (4) Dedicated Patrol Deputies	$514,708.00
• One (1) Available Animal Control Officer	$89,417.00
• One (1) Available Detective	$145,278.00
B. Budgeted Overtime	$20,031.00
C. Overhead	$307,774.00
Total:	**$1,077,208.00**

2. Temporary Diversion of Resources. Notwithstanding any other provision in this Agreement, the parties understand and agree that the Sheriff may, in his sole discretion, temporarily divert deputies and equipment from the area of the CITY to other locations within the County for specific emergency situations.

3. Personnel Unavailability. The COUNTY personnel assigned to the CITY may be unavailable at times due to usual and customary training, vacation and sick leave. When such assigned personnel are unavailable, calls for service will be responded to by appropriate personnel at the discretion of the COUNTY.

4. CITY Ordinance Enforcement. As set forth in the Agreement, the Sheriff shall have the power, duty and discretion to enforce the CITY ordinances in the same manner as penal laws of the state of Idaho. If the CITY determines that such enforcement is not satisfactory, the CITY may terminate this Agreement, notwithstanding Paragraph 1.6(a) of the Agreement, with three (3) days written notice. The Transition Plan shall proceed as set forth in Paragraph 1.6(b). All other terms shall remain in effect.

5. CITY Council Meetings. As requested by the CITY, a COUNTY Sheriff's deputy shall be diverted from providing law enforcement services pursuant to the Agreement and will attend CITY public meetings. If there is an extraordinary reason, as the request of the CITY, but at the sole discretion of the COUNTY, COUNTY Sheriff's command staff may attend CITY public meetings. COUNTY personnel attending CITY public meetings shall be heard first and then allowed to leave, unless there is an extraordinary reason otherwise.

6. Reporting. The COUNTY shall provide monthly reporting to the CITY that includes the following:

a. Summary level information regarding crimes as tracked by the COUNTY software in both the monthly and yearly tabulations.
b. Law enforcement initiated vs. all other initiated calls for service.
c. Hot spots for crime in the CITY.

d. Top 5 types of calls for service for the month.
e. Response times (as currently calculated by the COUNTY).
f. If the CITY requests additional reports, the COUNTY will work with the CITY and use its reasonable best efforts to provide additional reports.

EXHIBIT B

1. In the event this Agreement is terminated, or the COUNTY ceases to provide law enforcement services to the CITY, within a reasonable time thereafter, the COUNTY shall transfer title and possession of the following vehicles to the CITY:

VIN Number	Purchase Date	Full Depreciation	FY Contract
1FM5K8AB2PGA20195	1/30/2023	1/30/2028	FY24
1FM5K8AB6PGA19745	1/30/2023	1/30/2028	FY24
1FM5K8AB3PGA21792	1/30/2023	1/30/2028	FY24
1FM5K8AB8SGB36722	3/31/2025	3/31/2030	FY25
1FM5K8AB4SGB37057	3/31/2025	3/31/2030	FY25

(herein "Vehicle or Vehicles")

2. Unless and until the transfer of Vehicles to the CITY as described hereinabove, the COUNTY shall be responsible for fuel, oil changes, and insurance coverage for the Vehicles in the usual and customary manner of other similar COUNTY vehicles. The CITY shall be responsible for all other costs and repairs to the Vehicles.

3. In the event a Vehicle is damaged or totaled, the CITY shall be responsible for the insurance deductible and shall receive the net insurance proceeds. The CITY shall be responsible for all repairs and the cost of a replacement vehicle.

4. If the Vehicles are transferred to the CITY as described hereinabove, the parties agree that the COUNTY provides no guarantee, promise or warranty as to the condition of the Vehicles, and the CITY shall accept the Vehicles As-Is. The equipment affixed to the Vehicles, including but not limited to radios, camera systems, vehicle uplifting, and other miscellaneous equipment purchased by the CITY, shall be returned to the CITY, so long as the COUNTY can return such equipment without breaching other contracts.

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.

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	2	3 4:00pm Veterans Commission	4	5
6	7 8:00am Labor Day-Closed 5:30pm CANCELLED - Planning and Zoning Commission (Council Chambers)	8 1:00pm Public Safety Commission 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 CANCELED - Planning and Zoning Commission (Council Chambers)	22 5:00pm City Council Meeting	23	24	25	26
27	28	29	30	Oct 1	2	3

October 2026

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

November 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
Sep 27	28	29	30	Oct 1 4:00pm Veterans Commission	2	3
4	5 5:30pm Planning and Zoning Commission (Council Chambers)	6	7	8 11:00am Historic Preservation Commission Meeting	9	10 Hayden Lake Marathon (Honeysuckle Beach)
11	12 8:00am Columbus Day City Hall Closed all day	13 5:00pm City Council Meeting (City Hall Council Chambers)	14 3:00pm Arts Commission	15	16	17
18	19 3:00pm HURA Meeting 5:30pm Planning and Zoning Commission (Council Chambers)	20	21 4:00pm Parks & Recreation Commission	22	23	24
25	26	27 5:00pm City Council Meeting	28	29	30 6:00pm Friday Night Frights (Hayden Meadows Elementary)	31

Fund Balance 8/31/26

Fund Balance

General Fund	
General Fund	$9,255,602
FFEC Invest	$2,562,141
Investment Int	$3,249,075
	$15,066,818
Major Capital	$3,741,596

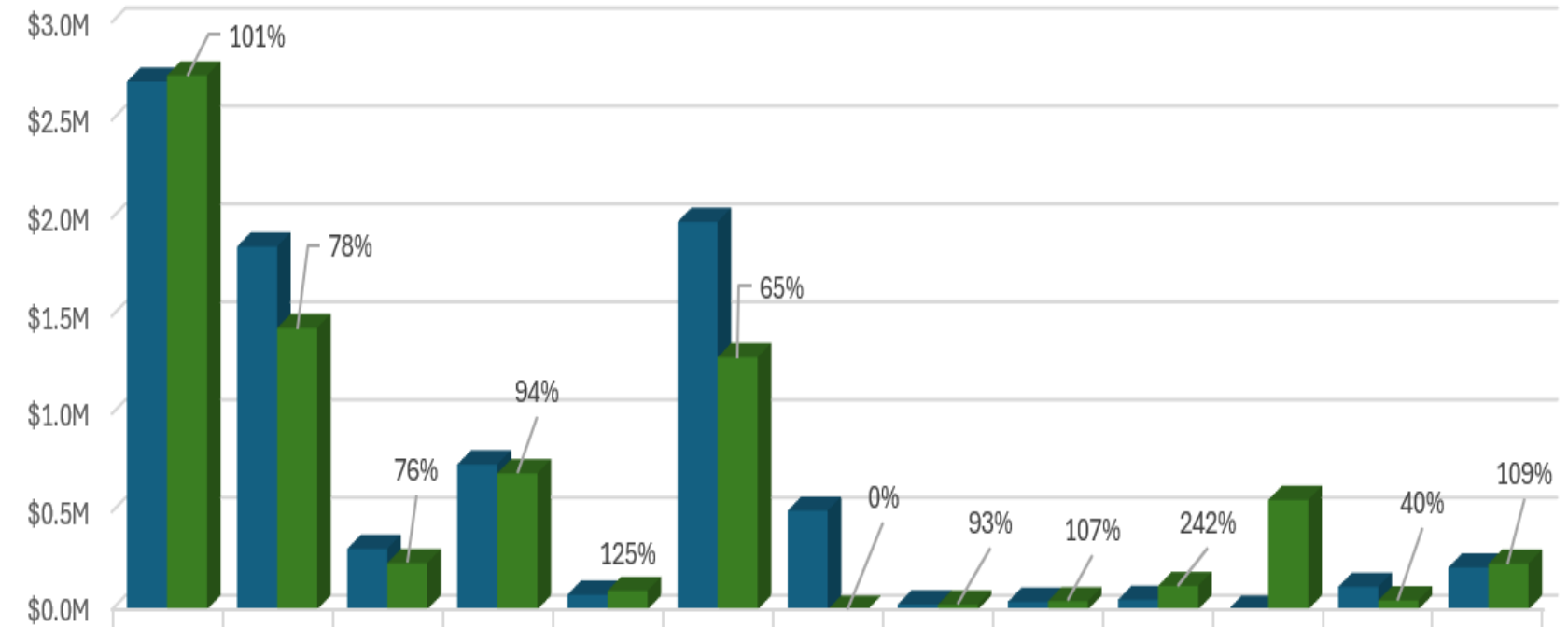
Sewer Fund	
Sewer O&M	$7,694,450
FFEC Invest	$325,129
Capitalization	$3,211,393
Wastewater Bond	$2,602,493
Sewer Replacement	$1,225,284
	$15,058,748

Special Revenues		
Honeysuckle Boat Launch	$	149,237
Veterans Memorial	$	21,530
Council Media Center	$	9,540
LID- Enhancement	$	278,867
PMT in Lieu	$	429,231
Museum Fid. Fund	$	1,297
Sewer Connection Assist	$	14,362

Impact Fees		
Circulation Impact	$	2,576
Parks Impact	$	1,882,730
Law Enf. Impact	$	13,527

Gen Fund Revenues by Category 8/31/26

- Ytd-81% budget to actual (lgip int not inc as it is not budgeted)
- Sales, franchise fees, liquor & transportation remitted qtrly
- $500k in grant column was rcvd in FY25

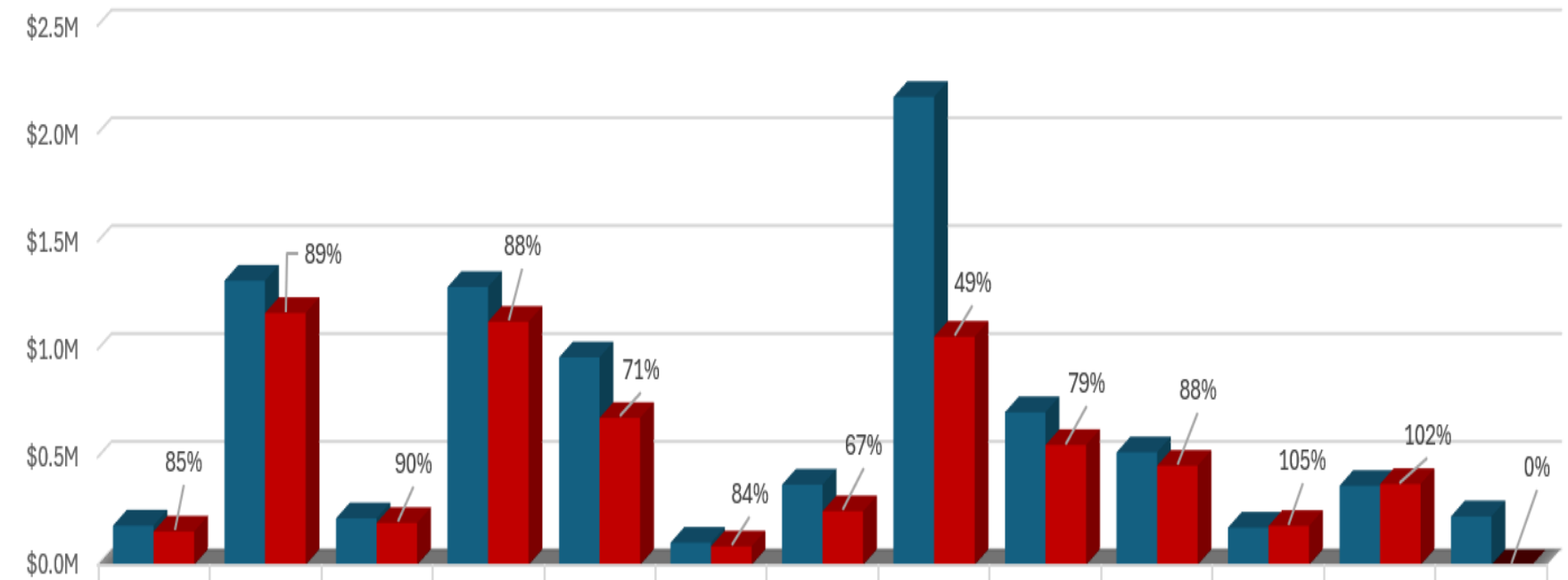


	Property Tax	Sales Tax	Franchise Fees	CD Fees	Licenses & Permit	Intergvt Rev	Grants	Charges for Services	Fees & Fines	Interest	LGIP	Other	Rec
Budget	2,696,462	1,854,221	310,000	741,058	76,000	1,979,337	505,494	26,750	40,000	50,000	0	116,100	214,975
YTD	2,728,064	1,437,974	236,777	695,556	95,256	1,288,246	0	24,871	42,687	120,844	559,583	46,573	233,877

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

Gen Fund Expenses by Dept 8/31/26

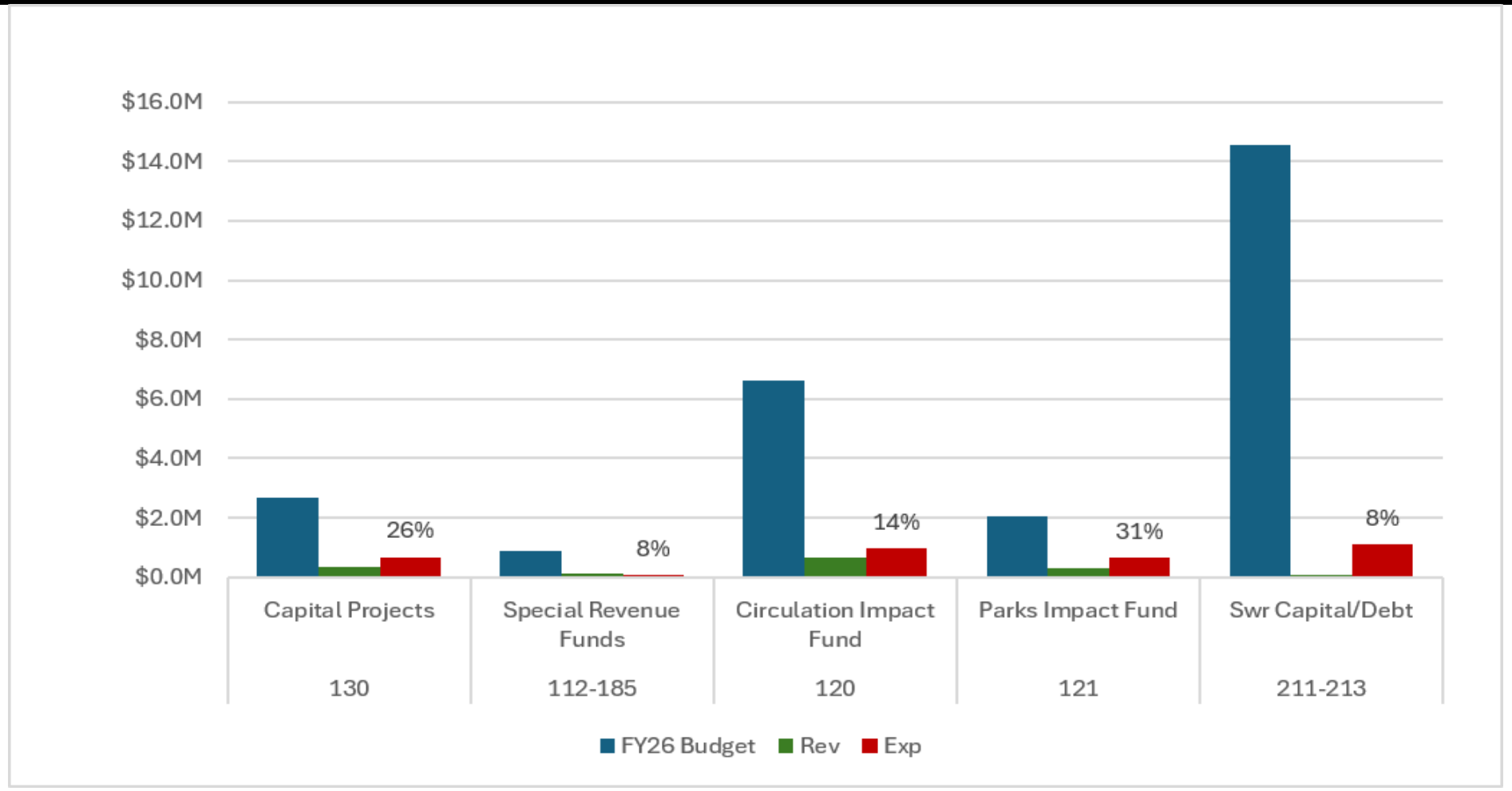
- Ytd-73% budget to actual
- Xfers to fund 130 not needed this fiscal yr.
- Streets dept. still expecting chip seal inv. of ~$620k
- Facilities over due large wtr bill for Croffoot park



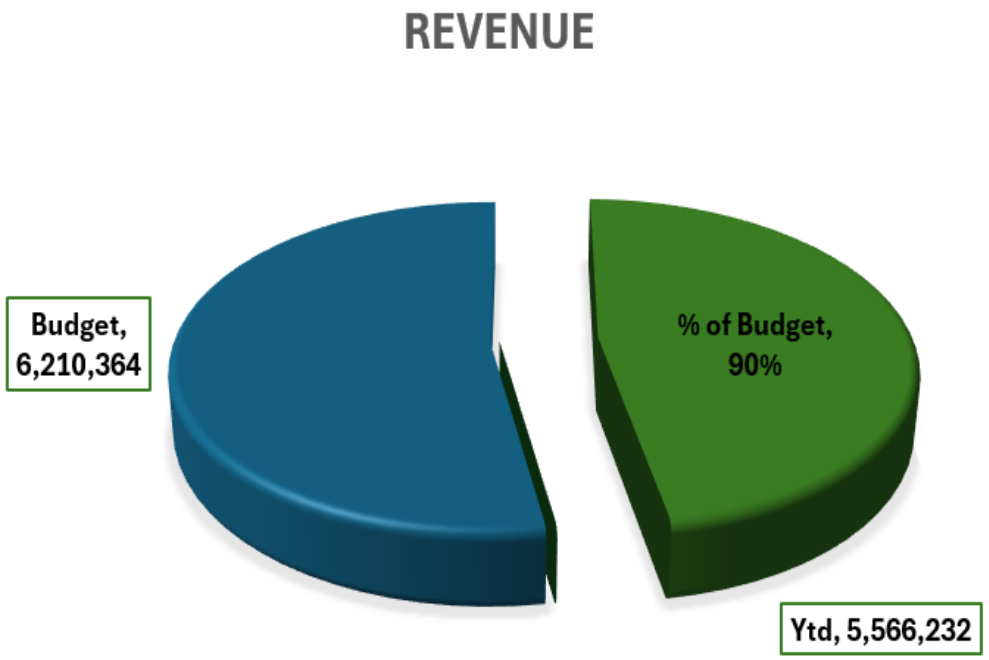
	Mayor/Council	General Admin	IT	LE/Prosecutor	Comm. Dev	Eng	PW	Streets	Parks	Rec	Facilities	Capital	Xfers
Budget	183,005	1,318,039	216,575	1,288,312	962,141	103,487	372,482	2,169,018	708,361	522,044	173,806	367,423	225,706
YTD	155,441	1,168,117	195,024	1,127,574	681,818	86,766	249,186	1,057,990	556,185	460,045	181,796	375,892	-

Special Rev/Impact Fees & Sewer Capital Funds 8/31/26

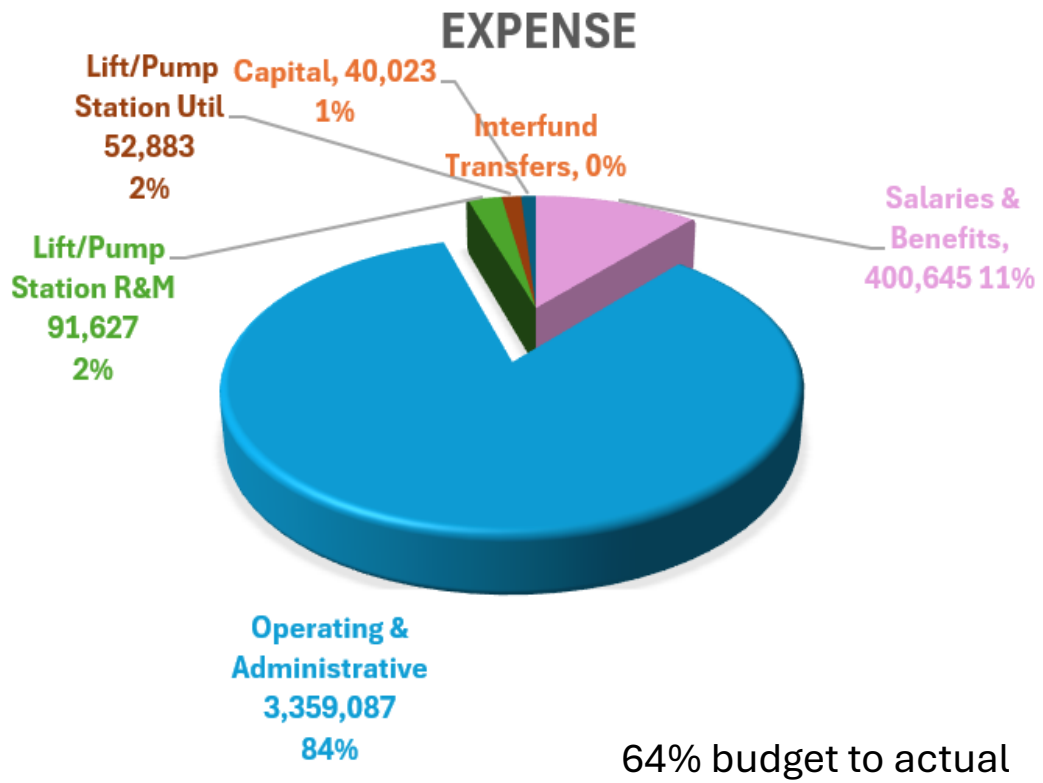
- Fund 130-expenses will come in related to Honeysuckle/ Ramsey proj.
- Fund 120-This fund is budgeted off needed proj and funds when they become available so will vary. $4.4m rev budgeted will not come in this year. (2.2m Hura & 2.2m grant)
- Swr funds-$3.7m for treatment plant expansion. (not currently planned)
- Fund 121-Planned for park proj. $773k planned for Viking Cons per Deferred park agreement



Sewer Fund O & M 8/31/26



90% budget to actual



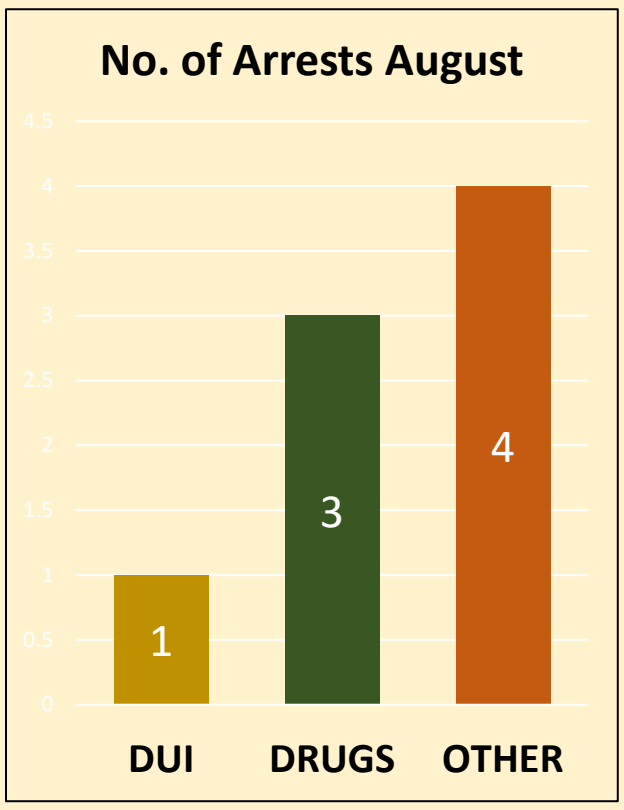
64% budget to actual

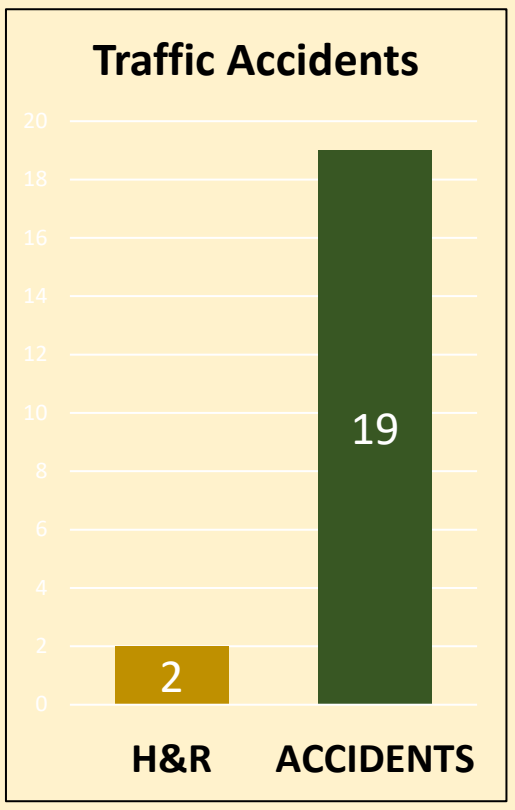
- UB billing done 6 time per yr in odd months. Majority of rev comes in even months.
- Ytd expenses are lower than expected due to not needing interfund xfers to debt fund. That fund is fully funded.
- Lift Station capital work not started this fiscal year

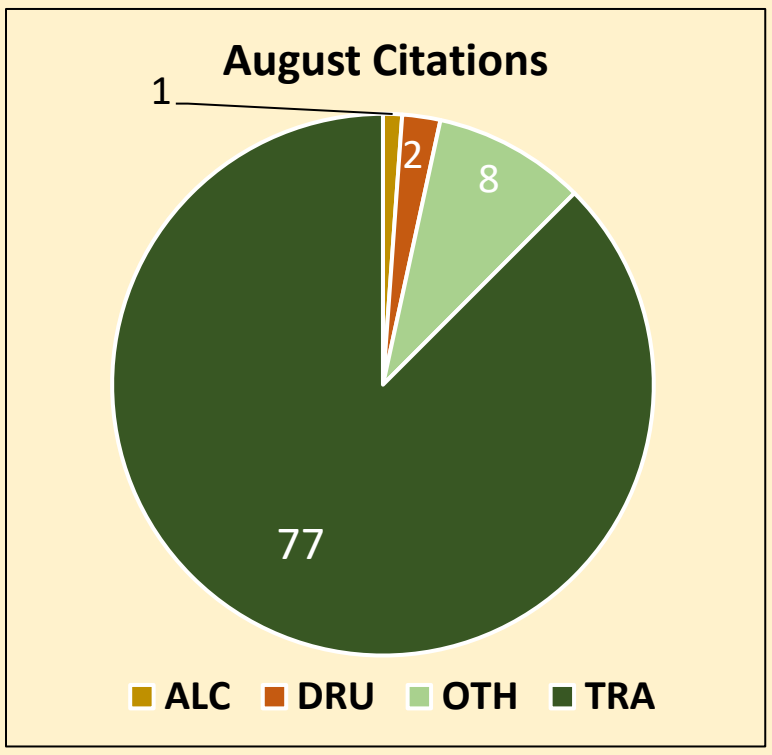
B. Law Enforcement

HAYDEN MONTHLY ACTIVITY REPORT
AUGUST 2026

Offense Reported	2026		Previous Years YTD		
	AUG	YTD	2025	2024	2023
Aggravated Assault	2	11	13	10	15
Arson	0	0	0	2	0
Auto Burglary	0	3	4	7	11
Burglary Non Resid	0	2	2	2	10
Burglary Resid	2	9	3	7	11
Rape	1	6	1	5	2
Homicide	0	1	0	0	0
Robbery	0	0	4	0	2
Theft	7	114	80	83	120
Vehicle Theft	0	0	2	7	11
Assault	4	37	54	54	53
Vandalism	9	40	17	39	32
Total	25	223	180	216	267





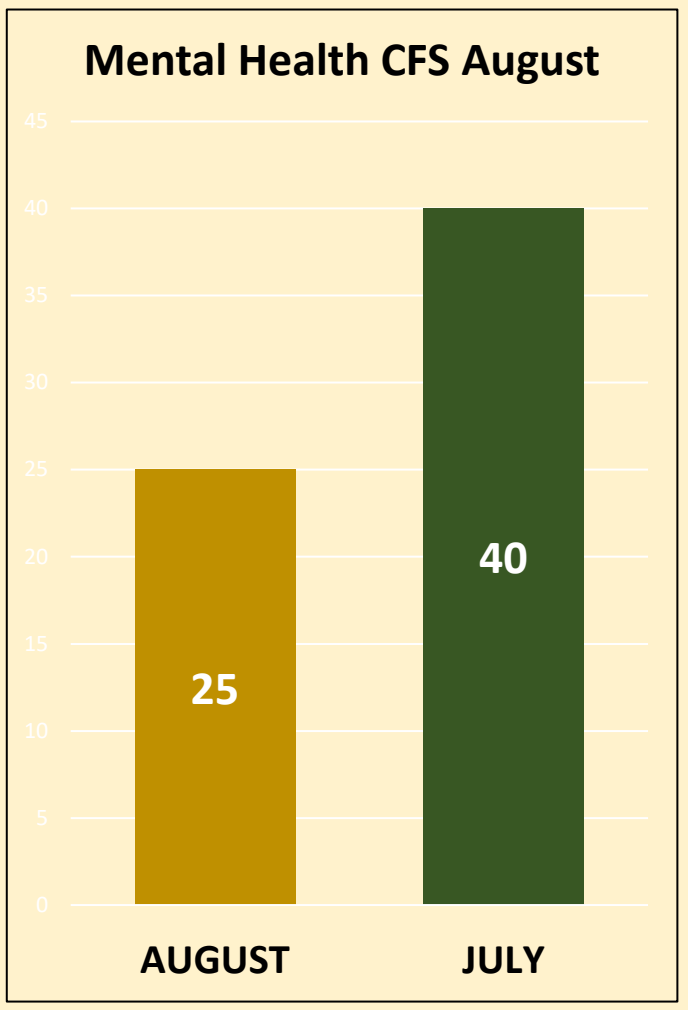


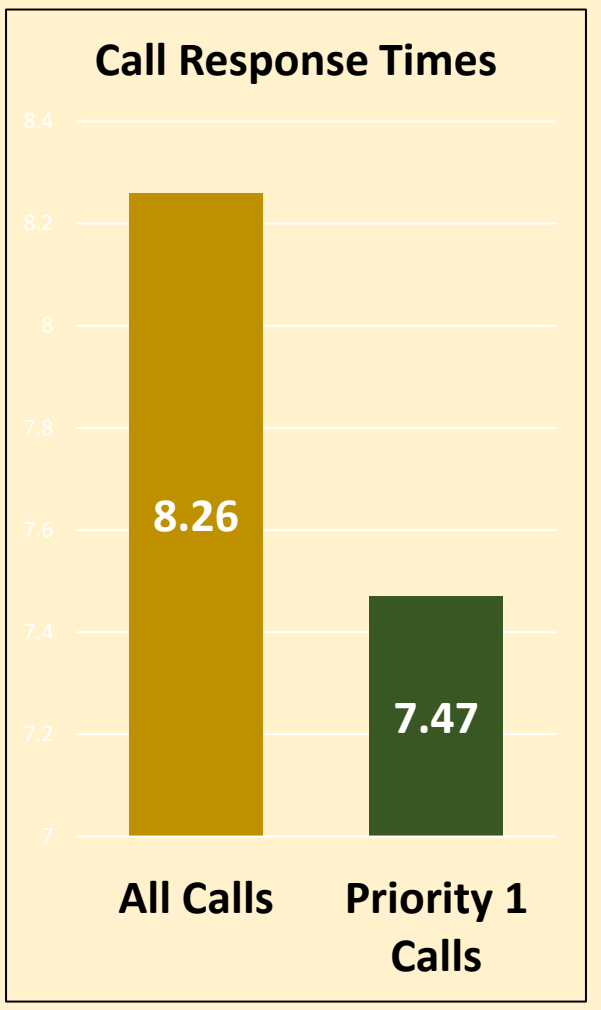
Citation Type Table	
ALC	Alcohol Violation
ANI	Animal Violation
DRU	Drug Violation
OTH	Other Violation
TRA	Traffic Violation

Call Type		AUG	YTD
Citizen Calls		**348**	**2757**
Arrests = 6	Reports = 64		
No reports = 134	Warnings = 11		
Gone on arrival = 40 Citation = 1	Unfounded = 33 Follow up = 0		
Refer to other agency = 19	Animal Containment =0		
Police Initiated		**551**	**4953**
Arrests = 2	Reports = 12		
No reports = 281	Warnings = 180		
Gone on arrival = 6	Unfounded = 2		
Refer to other agency =8	Citations = 59		
Animal containment =1	Follow up = 0		

Top 5 Calls For Service

Type	Total
Citizen Assist	69
Animal Problems	67
Suspicious	56
Welfare Checks	31
Traffic Problem	30





C. Mayor/Council

8. **REQUEST FOR FUTURE AGENDA ITEMS**
9. **EXECUTIVE SESSION** ***ACTION ITEM*** ***(Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)***
   A. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
10. **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.