

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

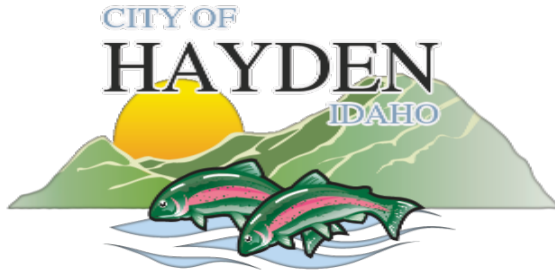
Tuesday, October 27, 2026

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. Extra Mile Day



OFFICE OF THE MAYOR

Proclamation

WHEREAS, Hayden, Idaho is a community which acknowledges that a special vibrancy exists when its citizens collectively go the extra mile in personal effort, volunteerism, and service; and

WHEREAS, Hayden, Idaho encourages its citizens to contribute fully to the community through commitment, effort, and conviction in service to family, friends, neighbors, and civic life; and

WHEREAS, Hayden, Idaho chooses to recognize and celebrate individuals and organizations within the community who go the extra mile to make a positive difference in the lives of others; and

WHEREAS, Hayden, Idaho acknowledges the mission of Extra Mile America to inspire communities across the nation to recognize those who go the extra mile in volunteerism and service;

NOW THEREFORE, I, ALAN DAVIS, Mayor of Hayden, Idaho do hereby proclaim **November 1, 2026**, to be

Extra Mile Day

I encourage all residents to take time on this day to go the extra mile in their own lives and to recognize those who inspire others through their commitment to making their community, nation, and world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 27th day of October 2026.

Alan Davis, Mayor

Abbi Sanchez, City Clerk

- i. Presentation of Extra Mile Heroes
- 2. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of September 29, 2026 Special City Council Meeting Minutes

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

Tuesday, September 29, 2026

Special 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, Tom Shafer.

Council Member Erickson participated virtually.

PLEDGE OF ALLEGIANCE

Mayor Davis asked Council Member Shafer to lead the pledge of allegiance.

ADDITIONS OR CORRECTIONS

Item 1A was removed from the agenda.

1. UNFINISHED BUSINESS

A. **ACTION ITEM** Resolution Adopting the 2026 Sewer Capitalization Fee Report
This item was removed from the agenda.

B. **ACTION ITEM** Development Impact Fee Advisory Committee Recommendation to
Increase Impact Fees for Fiscal Year 2027

Staff presented the Development Impact Fee Advisory Committee's recommendation to increase Circulation and Park Impact Fees for Fiscal Year 2027 by 5%, consistent with the adopted Development Impact Fee study for Year 5/2027.

This information is provided to the Council in advance of the scheduled public hearing to allow for review of the committee's findings and recommendations. If accepted by the Council, the recommended impact fee adjustments will be incorporated into the fee schedule proposed for adoption during the public hearing.

MOTION: Council Member Roetter moved to approve the recommendation of the Development Impact Fee Committee. Council President DePriest provided the second.

ROLL CALL VOTE:

Council Member Erickson	Yes
Council Member Shafer	Yes
Council President DePriest	Yes
Council Member Roetter	Yes

The motion was approved by a unanimous vote in favor.

2. PUBLIC HEARING (Public Testimony will be received for these items)

A. Fee Increases for FY2027

After review of the procedures for a city initiated public hearing, Mayor Davis opened the hearing at 5:04 p.m.

City Administrator Lisa Ailport began by noting that the required legal notice for the hearing was published and that Idaho Code mandates a public hearing for any new fees or fee increases exceeding 5%. Much of the proposed fee schedule reflects discussions from the broader budget development process, which began in April and incorporated projected revenue needs tied to service costs.

She explained that adoption of any fee requires council approval via resolution and then proceeded to review the nine fee tables, eight of which include proposed modifications for Fiscal Year 2027. Fee adjustments are primarily driven by increases in cost of service, including labor, materials, and program-related expenses.

Questions throughout the presentation were invited

Administrative Fees:

Two previously established fees had been omitted from the published fee schedule in error and were being reinstated.

Recreation Fees:

At the council's direction following January's goal-setting meeting, staff conducted a cost-of-service analysis for the Recreation Department, determining that current program fees recover approximately 50% of actual cost, with the remaining subsidy primarily in administrative overhead. A full-cost recovery model was deemed cost-prohibitive, so staff recommended differential percentage increases for resident and non-resident rates. Council members discussed the community value of recreation programs and affordability concerns relative to private club sports. Staff emphasized that a certain level of subsidy remains intentional and important.

Events, Boat Ramp, and Vendor Fees:

Boat ramp fees are proposed to increase by \$5-\$10 after more than a decade without adjustment. Staff compared local rates with neighboring jurisdictions and emphasized that increases are aligned with needed operations, maintenance, and long-term capital improvements. Examples included replacement of the outdated payment kiosk and future ramp-related infrastructure. New field reservation fees and updated vendor fee structures were also described.

Planning, Engineering, and Development Fees:

Most fees in these categories were adjusted to reflect true staff time and service costs. The appeal fee discussion revisited council's intent to maintain accessibility while ensuring cost recovery. Staff noted that the council had directed that fees be published at actual cost, allowing the council the discretion to adopt lower amounts if desired.

Public Works and Sewer Rates:

New review fee tiers were introduced based on project size. Equipment rate updates (Table 6) were deferred pending further study. Staff presented the proposed sewer monthly rate increase of 5% (\$3.25 per month), with 4% attributable to treatment costs and 1% to collection system needs. The city's capital improvement planning, including major investments in the H-6 sewer basin and other infrastructure, informed updates to the sewer capitalization fee. A consultant-recommended

connection fee of \$6,522 per wastewater unit was proposed, lower than the preliminary published estimate. It was confirmed that, legally, adoption cannot exceed the consultant's recommendation.

PUBLIC COMMENT:

Phill Weist, Hayden Resident, comments expressed concerns about overcrowding, lack of enforcement, inequities between resident and non-resident users, maintenance quality, and impacts of out-of-state recreation. The speaker recommended significantly higher fees for non-resident use, similar to Idaho's resident-versus-non-resident hunting license model.

Mayor Davis clarified that due to grant conditions, the city may not charge more than double the resident rate for out-of-state users.

Mayor Davis closed at hearing at 5:35 p.m.

3. NEW BUSINESS

A. ACTION ITEM Resolution to Adopt Fiscal Year 2027 Fee Schedule

Ms. Ailport noted a correction to the published boat launch fee: the public notice correctly listed the annual pass at \$40, while the resolution in the packet erroneously showed \$80. Council was asked to adopt the corrected version consistent with the published notice.

During deliberations, council members discussed public testimony related to differential rates for out-of-state users. Staff clarified that grant conditions tied to the boat launch require that non-resident or commercial users cannot be charged more than twice the local fee, and that this restriction remains in place indefinitely unless the facility is replaced with one of equal value.

Council also reviewed the portion of sewer rates allocated to debt service. Staff reiterated that the city issued long-term, low-interest DEQ loans to finance mandatory regulatory upgrades at the wastewater treatment plant, required due to strengthened EPA discharge standards. These upgrades represented significant capital costs shared among participating agencies, including the City of Hayden, and the bonds are being repaid over 20-year terms.

Council members expressed agreement with the public's concerns where possible within regulatory constraints.

MOTION: Council President DePriest moved to approve the resolution adopting the updated fee schedule with the noted correction to the boat ramp fee. Council Member Roetter provided the second.

ROLL CALL VOTE:

Council Member Shafer	Yes
Council Member Erickson	Yes
Council Member Roetter	Yes
Council President DePriest	Yes

The motion was approved by a unanimous vote in favor.

B. **ACTION ITEM** Right-of-Way Contract and Property Use Agreement with Josh Brown and Alicia Brown for the Hayden Avenue and Atlas Road Roundabout
Council considered a right-of-way contract and property use agreement with Josh and Alicia Brown related to the Hayden Avenue and Atlas Road roundabout project. City Engineer Dulci Kau reported that an agreement had been successfully reached with this property owner. Approval of this contract would complete half of the total right-of-way acquisitions required for the project.

MOTION: Council Member Roetter moved to approve the agreement. Council Member Shafer provided the second.

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

The motion was approved by a unanimous vote in favor.

Mayor Davis recessed the meeting for a break from 5:44 p.m. to 5:52 p.m.

4. **WORKSHOP**

A. Proposed Code Amendments of Title 11: Zoning Regulations and Repeal and Replace of Title 12: Subdivision Regulations

Mayor Davis opened the workshop by noting for the record that Planning and Zoning Commissioners Ron Walters and Vince Vargas were voluntarily participating in the workshop. Staff began with an overview of the extensive joint workshop process that has taken place since April 2024 between the Planning and Zoning Commission and the City Council, emphasizing the amount of work and collaboration that informed the proposed revisions to the City's land use codes.

Staff first addressed Title 12, explaining that the subdivision regulations are being completely reorganized from ten chapters into seven because the volume of changes, including integration of long-standing development agreement language, updated plat requirements, and structural improvements, made a full repeal and replacement more practical than amending the prior code.

Staff reviewed key features of the proposed Title 12, including reorganized survey requirements, an expanded purpose section directly linked to the Comprehensive Plan, updated standards of approval language, and clarifications of the statutory authority underlying subdivision regulations. Council discussed at length whether references to the Comprehensive Plan were strong and clear enough to guide decision-making. Staff and legal counsel explained that although the Comprehensive Plan cannot legally serve as the sole basis for approving or denying a subdivision, the revised purpose section and standards of approval incorporate Comprehensive Plan objectives in a legally defensible manner. The discussion also explored topics such as aquifer protection, green space connectivity, and neighborhood design expectations, with staff noting that these outcomes are primarily implemented through zoning and development standards rather than through direct enforcement of Comprehensive Plan language.

Council next evaluated whether agency-recommended conditions should be mandatory ("shall") or discretionary ("may"). Staff recommended maintaining

discretionary language because agency comments vary widely, and some may not be appropriate or legally enforceable in all cases. Council agreed to retain the “may” standard. Staff also presented the updated framework for starter home subdivisions required by recent state legislation. Starter home subdivisions must meet all standard subdivision requirements and are allowed only in Residential Suburban, R-1 Single Family, and Mixed Residential zones, with additional design expectations established in Title 11, such as required parking, perimeter compatibility, connectivity, and minimum lot size. Council reviewed how these requirements function in practice and acknowledged that service capacity, fire access limits, and modeling constraints will naturally limit starter home development.

Staff presented parcel-level analysis showing that although 173 parcels exceed four acres, only 33 residentially zoned parcels could realistically support future starter home applications. Staff concluded the Title 12 discussion by reviewing the necessity of completing all code amendments before the statutory February 1 deadline.

After a brief recess, the workshop continued with a review of proposed amendments to Title 11. Staff guided Council in accessing the current City Code online and emphasized that, unlike Title 12, Title 11 is being amended section by section rather than replaced in full. Staff explained that the introductory paragraph in Title 11 has now been formally labeled “Purpose” and definitions have been consolidated at the start of the title for clarity. Several definitions were updated or clarified to align with Idaho statutes or to distinguish terms that differ across city and building codes. Administrative updates included revised procedures for amendments, unlisted uses, and appeals, and the removal of duplicative content.

Staff discussed proposed reductions to administrative exception authority, explaining that the prior 35% allowance was being overused and creating functional issues, especially regarding parking. Under the new structure, exceptions up to 20% may be approved administratively, those between 20% and 50% would require a Planning and Zoning public meeting, and those above 50% would require a public hearing. Council acknowledged ongoing parking challenges and agreed that the new thresholds balance flexibility for applicants with long-term operational needs.

Staff then reviewed updates to zone purposes, setback tables, and the reorganized use table, which now clearly separates primary and accessory uses, includes the new Rural Zone, updates manufactured home standards to reflect state law, prohibits the use of RVs as dwellings, and incorporates new provisions for roadside stands.

Development standard updates covered accessory dwelling units, short-term rentals, food trucks, parks and open space, nonconforming uses, fencing and visibility standards, landscaping requirements, lighting plans, and parking requirements. Council held an extended discussion on proposed changes to frontage improvement and right-of-way dedication requirements. The new framework significantly reduces when frontage improvements are required, particularly for residential accessory structures and small-scale additions, while retaining right-of-way dedication in limited cases subject to legal review. Staff described new triggers, such as 40% increases in floor area or traffic generation, that would require full improvements. Council also reviewed related updates for reconstruction of structures, ADUs larger than two bedrooms, and other triggers associated with intensity of use.

Additional updates included revised sign code language addressing banners, mobile signs, façade allowances, master sign plans, prohibitions, and permit processes, with staff noting that content-based regulation remains prohibited.

Staff also presented proposed open burning provisions requested by the Northern Lakes Fire District, which clarify allowable materials and permit requirements, and give the Council authority to set burn periods by resolution.

Staff concluded by outlining the next steps: finalizing revisions, completing legal review, and preparing the amendments for Planning and Zoning and City Council public hearings. No objections were raised, and Council directed staff to proceed. Any requested changes submitted by individual council members would require another workshop, as decisions cannot be made by email outside of a public meeting.

5. ADJOURNMENT

The meeting was adjourned at 8:39 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

B. Approval of October 13, 2026 Special City Council Meeting Minutes

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

Tuesday, October 13, 2026

Special Meeting: 4:00 PM

Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

CALL TO ORDER

Mayor Davis called the meeting to order at 4:04 PM.

ROLL CALL OF COUNCIL MEMBERS

Present: Ed DePriest, Matthew Roetter, Tom Shafer, **Absent:** David Erickson.

1. 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.

MOTION: Council President DePriest moved for the meeting to enter executive session. Council Member Shafer provided the second.

ROLL CALL VOTE:

Council Member Roetter	Yes
Council Member Shafer	Yes
Council President DePriest	Yes

The motion was approved and the meeting entered executive session at 4:05 p.m.

MOTION: Council President DePriest moved to exit executive session. Council Member Roetter provided the second.

ROLL CALL VOTE:

Council Member Shafer	Yes
Council Member Roetter	Yes
Council President DePriest	Yes

The motion was approved and the meeting returned to regular session at 4:56 p.m.

2. ADJOURNMENT

The meeting was adjourned at 4:56 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

C. Approval of October 13, 2026 City Council Meeting Minutes

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

Tuesday, October 13, 2026

Regular Meeting: 5:00 PM

Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

CALL TO ORDER

Mayor Davis called the meeting to order at 5:04 PM.

ROLL CALL OF COUNCIL MEMBERS

Present: Ed DePriest, Matthew Roetter, Tom Shafer, **Absent:** David Erickson.

PLEDGE OF ALLEGIANCE

Mayor Davis asked Council Member Roetter to lead the pledge of allegiance.

ADDITIONS OR CORRECTIONS

Item 3A was removed from the agenda by motion.

1. CONSENT CALENDAR ***All items on the Consent Calendar are Action Items***

- A. Approval of September 22, 2026 City Council Meeting Minutes
- B. Approval of the Veterans Commission's Recommendation for the 2026 Distinguished Veteran Award
- C. Approval of Change Order No. 5 with LaRiviere, Inc. for the Honeysuckle Avenue and Ramsey Road Roundabout Project

Public Works Director Alan Soderling explained that Change Order No.5 for the Honeysuckle and Ramsey roundabout project stems largely from extensive utility conflicts discovered during construction. The intersection contains numerous overlapping underground utilities. Including, Avista gas and power, Kootenai Electric, TDS, Spectrum, Ziply, Hayden Irrigation District, and the sewer system. All of which required relocation in a specific sequence. Because there is no single coordinating authority over these private utilities, the relocation process took far longer than anticipated, delaying the project significantly.

The current change order, however, reflects a *decrease* in cost. Hayden Irrigation District ultimately did not need some of the materials originally bid through the City under a joint agreement, resulting in a contract reduction. Most of the savings will apply to the irrigation district.

- D. Professional Services Agreement with Nor-IdaTech Inc for Cloud-Based Email Gateway Services
- E. Approval of Amendment No. 2 to the Contract with Welch Comer & Associates for the Hayden Avenue and Atlas Road Roundabout Project

Public Works Director Alan Soderling explained Amendment No.2 to the contract with Welch Comer & Associates for the Hayden Avenue and Atlas Road roundabout project. The original design is nearly three years old and anticipated that federal funding or adjacent development-installed sewer infrastructure would be in place beforehand. Because no federal funds are available for intersection work and Commerce Park's sewer installation has been delayed nearly two years, the City

now needs to design a dry sewer line beneath the roundabout before construction, preventing future excavation.

The amendment cost includes surveying existing conditions, designing the sewer connection to appropriate depths, and updating and repackaging project plans and specifications. While the work would normally cost over \$100,000, the consultant's prior work on the intersection reduces the added cost to approximately \$41,000. Most of the funding for this amendment will appropriately come from the sewer fund rather than the general fund, since the added work is sewer-specific.

F. Approval of Iteris Revised Proportionate Share Analysis Scope of Work and Fee
City Legal Counsel Fonda Jovick explained that the proportional share analysis is required under a settlement agreement and is now the City's constitutional obligation. The study does not obligate the City to fund any intersection improvements; it only determines how much of each already-identified intersection obligation should be assigned to each developer within the area.

All developments have completed their Traffic Impact Analyses, and conditions of approval already specify which intersections require mitigation. The proportional share study simply allocates responsibility among them.

Council asked how this relates to the unresolved "extraordinary impact" issue; staff clarified that extraordinary impacts are still under legal review and must be resolved before master development agreements or construction can proceed.

Finally, the City must pay for the proportional share study itself and will not recover those costs.

- G. Approval of Madison Nelson to the Arts Commission as a Student Representative
- H. Ratification of September Payroll
- I. Approval of Bills for Payment

Council President DePriest requested items 1C, 1E, and 1F be discussed.

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

ROLL CALL VOTE:

Council Member Shafer	Yes
Council President DePriest	Yes
Council Member Roetter	Yes

The motion was approved by a unanimous vote in favor of the members present.

2. VISITOR/PUBLIC COMMENT (3-minutes maximum)

Amy McCamly, Hayden resident, urged the Council to approach the discussion on license plate readers within the broader context of all surveillance technologies. She noted that terms like Flock cameras and LPRs are often mixed together, which can confuse both the public and policymakers. She encouraged the Council to consider whether surveillance should be addressed under one comprehensive policy or as separate categories, and to ensure that any decision about becoming a "surveilled city" includes genuine public input. Because attending meetings is difficult for many residents, she recommended a citywide survey similar to the one conducted during the

police services matrix review. Amy concluded by expressing her personal opposition to any form of surveillance in the community.

Eric Seeley, Hayden resident, expressed strong agreement with the prior speaker's concerns about surveillance. He stated that while widespread monitoring increasingly feels inevitable, delaying the onset of a society where residents are constantly watched is important for protecting personal freedom. He supported Amy's comments and urged caution as the City considers the future use of surveillance technologies.

3. UNFINISHED BUSINESS

A. ACTION ITEM Automatic License Plate Readers Policy Discussion

MOTION: Council Member Shafer moved to table the discussion until all Council Members were in attendance to discuss. Council President DePriest provided the second.

ROLL CALL VOTE:

Council Member Roetter	Yes
Council President DePriest	Yes
Council Member Shafer	Yes

The motion was approved by a unanimous vote in favor of the members present.

4. NEW BUSINESS

A. ACTION ITEM PZE-22-0112 Mabrey Estates Subdivision Preliminary Plat Extension Request

City Planner Shannon Drappo explained that the applicant for the Mabrey Estates subdivision requested a second one-year extension of their preliminary plat approval, extending the deadline to December 31, 2027. The 4.7-acre, 15-lot subdivision, originally approved in 2023, remains eligible for up to three one-year extensions after the initial two-year approval period. Staff explained that the delay is due to the owners working to secure financing after completing necessary construction-related preparations, and they may sell the property; however, the extension runs with the land and would transfer to any new owner.

Council confirmed that denying the extension would require the applicant to restart the subdivision process under current code, though staff noted the plat still meets today's standards, including required connectivity. The Council posed clarifying questions but raised no major objections.

MOTION: Council President DePriest moved to approve the extension request. Council Member Shafer provided the second.

ROLL CALL VOTE:

Council Member Roetter	Yes
Council Member Shafer	Yes
Council President DePriest	Yes

The motion was approved by a unanimous vote in favor of the members present.

5. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport updated the Council, noting the start of the new fiscal year. No financial report was provided at this meeting because staff is still finalizing

end-of-year numbers, including revenue that arrives in October but applies to the previous fiscal year. A full financial update is expected at the next meeting or once the state issues its revenue-sharing figures. Ms. Ailport also reported that this should be a clean audit year, with the goal of completing a single, timely audit. No further questions were raised.

B. Law Enforcement

No Law Enforcement report was available for this meeting.

C. Mayor/Council

Council Member Shafer shared an update from the Kootenai Metropolitan Planning Organization (KMPO) meeting, noting that the county has roughly \$1 billion in transportation projects identified but lacks sufficient funding. KMPO is discussing the possibility of a voter-approved levy on vehicle registrations, though a similar measure failed in 2020.

Council President DePriest relayed preliminary tax information from the Finance Director, indicating that city taxes on a \$500,000 home will decrease slightly this year despite inflation and the city taking the allowed 3% increase.

Council Member Roetter reported that the Hayden Area Regional Sewer Board (HARSB) wastewater treatment plant is being re-evaluated for updated capacity levels. Past standards assumed 200 gallons per day per household, later adjusted to 172.5; due to modern water-efficient fixtures, the plant may now support a higher effective capacity once the new rating is complete.

Mayor Davis concluded by noting no new future agenda requests and reminding the community about the upcoming "Friday Night Frights" event at Hayden Meadows on October 30th.

6. REQUEST FOR FUTURE AGENDA ITEMS

There were no future agenda items requested.

7. ADJOURNMENT

The meeting was adjourned at 5:36 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

D. Acceptance of the Grant of Easement from Richard Bingham



To: Mayor and Hayden City Council

From: Dulci Kau, P.E., City Engineer

Date: 8/5/2026

Agenda Item: Acceptance of the Grant of Easement from Richard Bingham

Agenda Item Location

Consent

Background and Recommended Action or Motion

Richard Bingham received a residential building permit at 235 E Hayden Avenue and has provided the grant of easement as required by Hayden City Code 11-4-7(c).

Staff recommends the City Council accept the grant of easement and permit the Mayor to sign on behalf of the City prior to recording with Kootenai County.

Functional Impact of Authorizing

If accepted, City Council acknowledges the owner has met the requirements of City Code 11-4-7(c) site development.

Functional Impact of Not Authorizing

If not approved, City Council would need to provide cause and reason for denial and a path forward for acceptance.

Fiscal Impact

This item has no fiscal impact on the City of Hayden.

Attachment

Grant of Easement

Figure 1 - Vicinity Map



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

Document Title: GRANT OF EASEMENT
Grantor(s): Richard Bingham
Grantee(s): City of Hayden
Legal Description: Avondale, S 139 ft – Tax #4757 in Tr 59
Assessor's Tax Parcel No: H045013059AD

GRANT OF EASEMENT

The Grantor(s), Richard Bingham, in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration of which is hereby acknowledged, hereby grants unto the CITY OF HAYDEN, a municipal corporation, and its assigns, an easement, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater, snow storage and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the easement and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

The City of Hayden shall have the right to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for initial construction and maintenance operations. The City of Hayden agrees that it will at its own expense and to the extent reasonably practicable, restore the surface of land to the same conditions that existed prior thereto.

Said lands being situated in the City of Hayden, Kootenai County, State of Idaho, legally described as follows:

For legal description and additional conditions, see Exhibits "A" and "B" attached hereto and made a part hereof.

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Hayden unless and until accepted and approved hereon in writing for the City of Hayden, by the Mayor.

CITY OF HAYDEN

Attest:

City Clerk

By: Mayor

Date: _____

DATED this _____ day of _____,
2026.

Name, Title

Richard Bingham

Grantor's Name



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IDAHO)

) ss

County of Kootenai

On this 20th day of October, 2026, before me, a Notary for the State of Idaho, personally appeared Richard Bingham, known, or identified to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

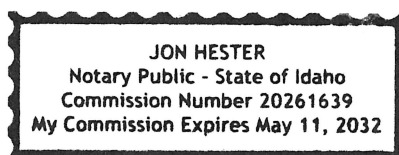
GIVEN under my hand and official seal the day and year last above

written. (SEAL)



Notary Public in and for the State of Idaho,
Residing at: Coeur D'Alene

My commission expires: 5-11-32



GRANT OF EASEMENT

Page 3 of 6

EXHIBIT A

The south ten feet (10') of the South 139 feet (feet) following described parcel:

That part of the West half of Tract 59, Avondale, according to the plat recorded in Book "B" of Plats, Page 132, Kootenai County Records, located in the SW1/4 of the SW1/4 of Section 13, Township 51 North, Range 4 West, B.M., City of Hayden, Kootenai County, Idaho, more described as follows;

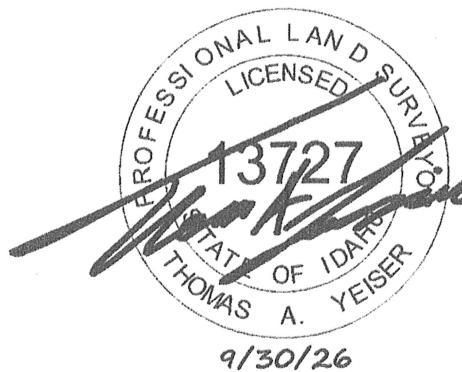
COMMENCING 87.5 feet West of the Southeast Corner of the West Half of said Tract 59, being the **TRUE POINT BEGINNING**;

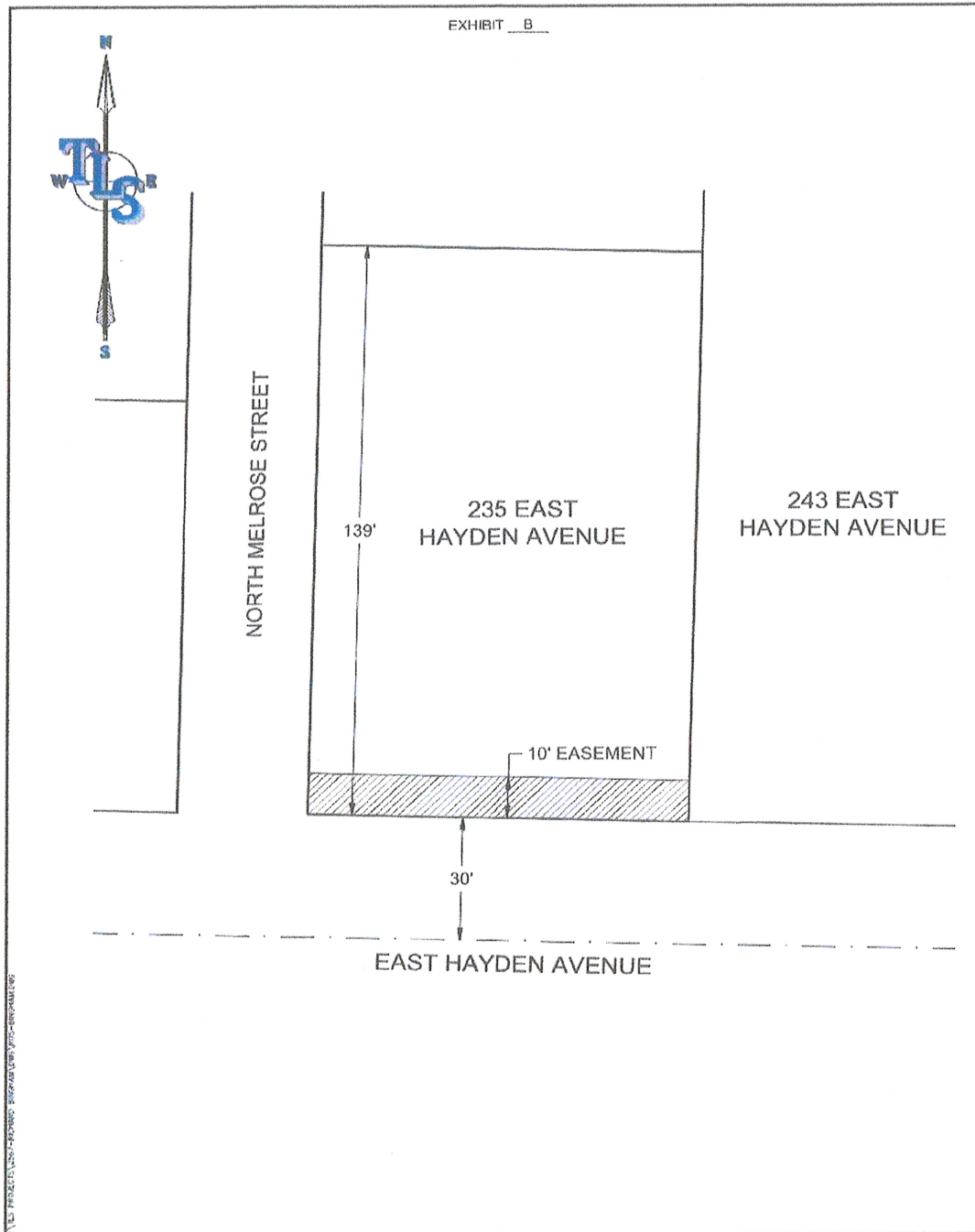
thence North 249 feet;

thence West 87.5 feet;

thence South 249 feet;

thence East 87.5 feet to the **TRUE POINT OF BEGINNING**.





- E. Approval of Agreement with Buddy's Backhoe Service, Inc. for Installation of Sewer Line to Public Works Facility



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 10-23-2026

Agenda Item: Request for Authorization of Independent Contractors Agreement with Buddy's Backhoe Service Inc.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends the approval and authorization of the Mayor to sign the Independent Contractors Agreement with Buddy's Backhoe Service, Inc. for the connection of the public works facility sewer line in the amount of, not to exceed without prior approval, \$11,600.

Functional Impact of Authorizing

This contract will allow the public works facility to connect to the city sewer system that was installed during the Ramsey Road Gravity sewer project.

Functional Impact of Not Authorizing

If this is not authorized, then the public works facility will remain on the septic system that it currently uses.

Fiscal Impact

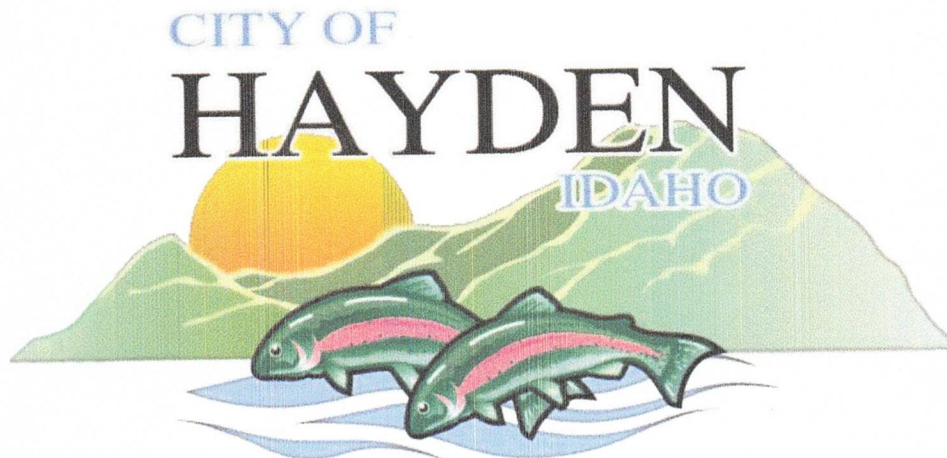
This project is included in the FY2027 budget. The agreement amount is lower than the budgeted amount; therefore, this agreement does not impact the FY2027 budget.

Budget Funding Source

GL – 110-811-54302 – PW facility Maintenance and Repair

Attachments

Independent Contractors Agreement with Buddy's Backhoe Service Inc.



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and BUDDY'S BACKHOE SERVICE, INC., herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform the installation of a new sewer service connection as detailed in Attachment 1 at the Public Works Facility on Ramsey Road. CONTRACTOR agrees to provide all materials and services for the project(s) in accordance with the attached written specifications and quotes.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by November 20, 2026.
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$11,600 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 19 day of Oct., 2026.

ENTITY:

CITY OF HAYDEN

By: _____

Mayor

ATTEST:

Clerk

CONTRACTOR:

BUDDY'S BACKHOE SERVICE, INC.

By: Steve J. Cooper

Its: PRESIDENT

WITNESS:

Donna H. Cooper

Dan Hall

From: Buddy Cooper <bbsinlfc@gmail.com>
Sent: Wednesday, October 14, 2026 5:03 PM
To: Dan Hall; Alan Soderling
Subject: sewer line replacement

You don't often get email from bbsinlfc@gmail.com. [Learn why this is important](#)

Dan,

Thank You for the opportunity to bid your work,

Our Bid Of \$11,600

includes the following scope of work.

1. locate sewer stub in asphalt parking lot and run approx. 70 feet to the existing pump station.
2. remove the concrete walk ways and replace with new.
3. remove and replace sod when completed.
4. remove old sewer lift station and install a new manhole base and modify 3 new troughs channels in new base, add cone and cast iron Lid. add new topsoil were needed.
- 5 add new asphalt patch to parking lot once completed.

Let me know if you have any questions. Also if you accept our bid please let us know so that we get you scheduled.

Sincerely,

Bud Cooper

--

Buddy's Backhoe Service, Inc.
(208) 772-5132

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

F. Ratification of Bills Paid

10/22/2026
04:41 PM

CHECK PROOF FOR CITY OF HAYDEN
BANK ACCOUNT CODE: 01 - CHECK DATE: 10/22/2026
INVOICE EXPECTED CHECK RUN DATE 10/21/2026 - 10/21/2026

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
10/22/2026	01	54865	4167	FOX TRAILERS INC	12,369.00	0.00	12,369.00	1
10/22/2026	01	54866	9474	VERMEER MOUNTAIN WEST, INC.	25,854.00	0.00	25,854.00	1
Total Num Checks: 2			Total Num Stubs: 0		Total Num Invoices: 2	Total Amount: 38,223.00		

G. Approval of Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 10/27/2026 - 10/27/2026

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
105271 00052880	ADVANCED COMPRESSOR & HOSE INC PARTS-#35 110-533-54035	10/01/2026 llafleur 2018 PETERBILT STREET SWEEPER 220 R&M	10/27/2026	62.44 62.44	62.44	Open	N 10/27/2026 62.44
1G3X-G17G-14GF 00052864	AMAZON CAPITAL SERVICES, INC. PHONE REST 110-211-56101	09/14/2026 llafleur OFFICE SUPPLIES	10/27/2026	19.99 19.99	19.99	Open	N 09/30/2026 19.99
1MKV-T3D4-V1Q3 00052893	AMAZON CAPITAL SERVICES, INC. OFFICE SUPPLIES 110-211-56101	10/14/2026 llafleur OFFICE SUPPLIES	10/27/2026	190.48 190.48	190.48	Open	N 10/27/2026 190.48
1WR1-3HMC-TYY4 00052949	AMAZON CAPITAL SERVICES, INC. BB SUPPLIES, FIRST AID 110-711-56105 110-711-56106	10/14/2026 llafleur PROGRAM EQUIPMENT/SUPPLIES FIRST AID SUPPLIES	10/27/2026	85.46 42.72 42.74	85.46	Open	N 10/27/2026 42.72 42.74
191D-1R3P-JT46 00052950	AMAZON CAPITAL SERVICES, INC. CREDIT MEMO FOOTBALL SUPPLIES 110-711-56105	09/28/2026 llafleur PROGRAM EQUIPMENT/SUPPLIES	10/27/2026	(7.99) (7.99)	(7.99)	Open	N 09/30/2026 (7.99)
200014986 00052956	ASSOCIATION OF IDAHO CITIES FY2026 REG & FY2027 ICCTFOA DUES-ABBI SA 110-211-55701	08/03/2026 llafleur DUES, MEMBERSHIPS & SUBSCRIPTIONS	10/27/2026	600.00 600.00	600.00	Open	N 09/30/2026 600.00
20-23-071 PMT # 00052865	BIG SKY ID CORP H-6 LIFT STATION - FORCE MAIN AND FORCE 211-899-59837-8015	09/30/2026 llafleur CONSTRUCTION-CEI	10/27/2026	2,000.00 2,000.00	2,000.00	Open	N 09/30/2026 2,000.00
171502 00052923	BS&A SOFTWARE SERVICE FEE FOR ONLINE PERMIT APPLICATIO 110-230-57716	10/16/2026 llafleur GENERAL SOFTWARE	10/27/2026	500.00 500.00	500.00	Open	N 09/30/2026 500.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 10/27/2026 - 10/27/2026

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
72270							
00052889	CHAPMAN FINANCIAL SERVICES	09/30/2026	10/27/2026	232.55	232.55	Open	N
	COLLECTION FEES SEPT 2026	llafleur					09/30/2026
	210-250-24999	SUSPENSE		232.55		1.00	232.55
189562701101426							
00052943	CHARTER COMMUNICATIONS	10/14/2026	10/27/2026	8.34	8.34	Open	N
	DIGITAL ADAPTOR MONTHLY CHARGE SEPT 2026	llafleur					10/27/2026
	110-211-55300	COMMUNICATIONS/PHONES		8.34		1.00	8.34
BPN25-0006							
00052944	CITY OF HAYDEN	10/21/2026	10/27/2026	325.78	325.78	Open	N
	REIMBURSEMENT FROM ESCROW FOR PUBLIC HEA	dcollins					10/27/2026
	110-228-22813	BPN25-0006 - PZE-25-0080		325.78		1.00	325.78
CP-0459414							
00052951	CITYSERVICEVALCON, LLC	09/30/2026	10/10/2026	2,102.58	2,102.58	Open	N
	FUEL	dcollins					09/30/2026
	110-533-54001	VEHICLE FUEL		1,487.22		1.00	1,487.22
	110-712-54001	VEHICLE FUEL		71.06		1.00	71.06
	210-241-54001	VEHICLE FUEL		48.85		1.00	48.85
	110-542-54001	VEHICLE FUEL		224.68		1.00	224.68
	110-512-54001	VEHICLE FUEL		88.59		1.00	88.59
	110-350-54001	VEHICLE FUEL		182.18		1.00	182.18
3581830 SEPT 20							
00052874	COEUR D'ALENE GARBAGE SERVICE	09/30/2026	10/27/2026	275.18	275.18	Open	N
	HONEYSUCKLE BEACH-698000	llafleur					09/30/2026
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		275.18		1.00	275.18
000111978046796							
00052915	COSTCO WHOLESALE	10/20/2026	10/27/2026	130.00	130.00	Open	N
	2027 MEMBERSHIP	llafleur					10/27/2026
	110-211-55701	DUES, MEMBERSHIPS & SUBSCRIPTIONS		130.00		1.00	130.00
848137424004100							
00052914	CSC	10/02/2026	10/06/2026	8.00	8.00	Open	N
	E-RECORDING FEES	dcollins					10/06/2026
	110-211-55401	ADVERTISING, PUBLISHING, RECORDING		8.00		1.00	8.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 10/27/2026 - 10/27/2026

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
5642722 00052913	EMPLOYEE BENEFITS CORPORATION FSA/COBRA ADMIN FEE 110-211-52102	10/15/2026 dcollins	10/27/2026	141.00 141.00	141.00	Open	N 10/27/2026 141.00
		ADMIN COSTS FSA/HRA/COBRA				1.00	
28230-445 00052902	ENVIRONMENT CONTROL SPOKANE MONTHLY MAINT-CITY HALL & PW OCT 2026 110-811-54301 110-811-54302	10/01/2026 llafleur	10/27/2026	1,840.00 1,495.00 345.00	1,840.00	Open	N 10/27/2026 1,495.00 345.00
		BUILDING MAINT & REPAIR PWF- BUILDING MAINT & REPAIR				1.00 1.00	
IDCOE242258 00052879	FASTENAL ZINC FINISH STEEL-SNOWPLOW 110-532-54306	10/13/2026 llafleur	10/27/2026	24.00 24.00	24.00	Open	N 10/27/2026 24.00
		SNOW REMOVAL				1.00	
IDCOE242290 00052894	FASTENAL SUPPLIES 110-532-54306	10/14/2026 llafleur	10/27/2026	102.23 102.23	102.23	Open	N 10/27/2026 102.23
		SNOW REMOVAL				1.00	
588370 00052866	FCS GROUP INC. HAYDEN-SEWER COLLECTION CAP FEE 211-241-59807	09/30/2026 llafleur	10/27/2026	3,092.50 3,092.50	3,092.50	Open	N 09/30/2026 3,092.50
		SEWER RATE STUDIES				1.00	
116000488 00052938	FLYING S TITLE AND ESCROW OF IDAHO, 10/13/2026 ORDER 3022988-116 MCINTIRE PARK-JOSE ROD 121-113-59831-9006	llafleur	10/27/2026	300.00 300.00	300.00	Open	N 10/27/2026 300.00
		PROJECT DESIGN				1.00	
116000498 00052939	FLYING S TITLE AND ESCROW OF IDAHO, 10/19/2026 ORDER 3022983-116 MCINTIRE PARK-ELIJAH N 121-113-59831-9006	llafleur	10/27/2026	300.00 300.00	300.00	Open	N 10/27/2026 300.00
		PROJECT DESIGN				1.00	
116000516 00052940	FLYING S TITLE AND ESCROW OF IDAHO, 10/19/2026 ORDER 3022991-116 MCINTIRE PARK-BECKY LE 121-113-59831-9006	llafleur	10/27/2026	300.00 300.00	300.00	Open	N 10/27/2026 300.00
		PROJECT DESIGN				1.00	

INVOICE REGISTER FOR CITY OF HAYDEN

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
116000508 00052941	FLYING S TITLE AND ESCROW OF IDAHO, ORDER 3022981-116 1580 W OLYMPUS-K&S DEV llafleur 210-246-57014	10/19/2026	10/27/2026	500.00	500.00	Open	N 10/27/2026
	MOONRIDGE LS O&M			500.00		1.00	500.00
TRAVEL EXP 10/2 00052947	GAHRINGER, JENNIFER M. BSA CONFERENCE TRAVEL REIMBURSEMENT 110-211-55801	10/13/2026	10/27/2026	397.56	397.56	Open	N 10/27/2026
	dcollins TRAVEL, MEETINGS, TRAINING			397.56		1.00	397.56
571808 00052922	HAWLEY TROXELL ENNIS & HAWLEY LLP BOND COUNSEL FOR WASTEWATER PROJECT THRO llafleur 210-241-53102	10/14/2026	10/27/2026	4,138.50	4,138.50	Open	N 09/30/2026
	CIVIL LEGAL SERVICES			4,138.50		1.00	4,138.50
1498524 00052859	HAYDEN ACE HARDWARE EYEBOLT-GOVT WAY 110-541-54319	10/06/2026	10/27/2026	16.00	16.00	Open	N 10/27/2026
	llafleur STREETScape REPAIR & MAINT			16.00		1.00	16.00
1498847 00052860	HAYDEN ACE HARDWARE CLEANING SUPPLIES-FISH GUTS 110-541-54322	10/07/2026	10/27/2026	43.44	43.44	Open	N 10/27/2026
	llafleur PARKS-GROUNDS			43.44		1.00	43.44
1498991 00052861	HAYDEN ACE HARDWARE SUPPLIES-SHOP 110-541-56101	10/08/2026	10/27/2026	32.44	32.44	Open	N 10/27/2026
	llafleur PARKS SHOP SUPPLIES			32.44		1.00	32.44
1500409 00052862	HAYDEN ACE HARDWARE SUPPLIES-SHOP 110-541-56101	10/13/2026	10/27/2026	43.50	43.50	Open	N 10/27/2026
	llafleur PARKS SHOP SUPPLIES			43.50		1.00	43.50
1500429 00052863	HAYDEN ACE HARDWARE BEACH CLEANING SUPPLIES 110-541-54322	10/13/2026	10/27/2026	30.26	30.26	Open	N 10/27/2026
	llafleur PARKS-GROUNDS			30.26		1.00	30.26

INVOICE REGISTER FOR CITY OF HAYDEN

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Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
1500507 00052870	HAYDEN ACE HARDWARE EXENSION WAND-SHOP 110-531-57702	10/13/2026 llafleur	10/27/2026	13.92	13.92	Open	N 10/27/2026
	TOOLS & SMALL EQUIPMENT			13.92		1.00	13.92
1500704 00052892	HAYDEN ACE HARDWARE BOLT BIN-SHOP 110-531-56101	10/14/2026 llafleur	10/27/2026	150.39	150.39	Open	N 10/27/2026
	STREET SHOP SUPPLIES			150.39		1.00	150.39
1501264 00052904	HAYDEN ACE HARDWARE DUCT TAPE-SHOP 110-541-56101	10/16/2026 llafleur	10/27/2026	9.63	9.63	Open	N 10/27/2026
	PARKS SHOP SUPPLIES			9.63		1.00	9.63
1502131 00052925	HAYDEN ACE HARDWARE DISP GLOVES, VINEGAR-WINTER MAINT 110-532-54306	10/19/2026 llafleur	10/27/2026	31.46	31.46	Open	N 10/27/2026
	SNOW REMOVAL			31.46		1.00	31.46
1502132 00052926	HAYDEN ACE HARDWARE DISP GLOVES-SHOP 110-531-56101	10/19/2026 llafleur	10/27/2026	190.70	190.70	Open	N 10/27/2026
	STREET SHOP SUPPLIES			190.70		1.00	190.70
1502474 00052931	HAYDEN ACE HARDWARE GLOVES-SHOP SUPPLIES 110-541-56101	10/20/2026 llafleur	10/27/2026	18.16	18.16	Open	N 10/27/2026
	PARKS SHOP SUPPLIES			18.16		1.00	18.16
1266 00052873	HAYDEN LAKE IRRIGATION DISTRICT METER CONNECTION HONEYSUCKLE ROUNDABOUT 130-899-59838-7721	10/06/2026 llafleur	10/27/2026	13,254.00	13,254.00	open	N 10/27/2026
	PROJECT CONSTRUCTION			13,254.00		1.00	13,254.00
1870000.01 6/26 00052877	HAYDEN LAKE IRRIGATION DISTRICT BANK OF CDA LAWN-EXCESS WATER 110-811-54103	09/30/2026 llafleur	10/27/2026	136.65	136.65	open	N 09/30/2026
	UTILITIES - STREETS			136.65		1.00	136.65

INVOICE REGISTER FOR CITY OF HAYDEN

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Invoice Number

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
30.7980.01 10-1 00052876	HAYDEN LAKE RECREATIONAL WATER & SE HONEYSUCKLE BEACH PARK 112-241-54312	10/01/2026 llafleur	10/27/2026	160.00	160.00	Open	N 10/27/2026
	BOAT LAUNCH OPERATION/MAINTENANCE			160.00		1.00	160.00
04-612675 00052887	HAYDEN SUPER 1 FOODS OCT BREAKFAST 110-211-52902	10/07/2026 llafleur	10/27/2026	5.98	5.98	Open	N 10/27/2026
	RECOGNITION/WELLNESS/EVENTS			5.98		1.00	5.98
03-208954 00052927	HAYDEN SUPER 1 FOODS WELCOME MINTS 110-211-52902	10/15/2026 llafleur	10/27/2026	22.78	22.78	Open	N 10/27/2026
	RECOGNITION/WELLNESS/EVENTS			22.78		1.00	22.78
965643-10/26 00052933	ICMA ICMA FY27 MEMBERSHIP RENEWAL FEES FOR LI dcollins 110-211-55701	10/20/2026 llafleur	10/27/2026	910.00	910.00	Open	N 10/27/2026
	DUES, MEMBERSHIPS & SUBSCRIPTIONS			910.00		1.00	910.00
INV-00540869 00052867	INTERMAX NETWORKS PW SHOP PHONE SERVICE 110-811-54109	10/12/2026 llafleur	10/27/2026	237.94	237.94	Open	N 10/27/2026
	UTILITIES-PWF			237.94		1.00	237.94
INV-00540964 00052868	INTERMAX NETWORKS HONEYSUCKLE BEACH KIOSK 112-241-56103	10/12/2026 llafleur	10/27/2026	134.00	134.00	Open	N 10/27/2026
	OPERATING SUPPLIES			134.00		1.00	134.00
INV-00537178 00052901	INTERMAX NETWORKS CITY HALL PHONE SERVICE 110-211-55300	10/01/2026 llafleur	10/27/2026	876.67	876.67	Open	N 10/27/2026
	COMMUNICATIONS/PHONES			876.67		1.00	876.67
23492 00052869	INTERMOUNTAIN SIGN & SAFETY INC. YEL HIP W/BLK VINYL 110-532-54308	10/08/2026 llafleur	10/27/2026	36.00	36.00	Open	N 10/27/2026
	STREET SIGN MAINTENANCE			36.00		1.00	36.00

INVOICE REGISTER FOR CITY OF HAYDEN

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
23520 00052878	INTERMOUNTAIN SIGN & SAFETY INC. RIGHT OF ISLAND-SIGNS 110-532-54308	10/14/2026 llafleur	10/27/2026	80.00 80.00	80.00	Open	N 10/27/2026 80.00
		STREET SIGN MAINTENANCE				1.00	
13 RXGEN 00052924	INTERSTATE ELECTRICAL CONTRACTORS I ADD WIRE FOR GENERATOR 110-811-54301	10/14/2025 llafleur	10/27/2026	881.91 881.91	881.91	Open	N 09/30/2026 881.91
		CH BUILDING MAINT & REPAIR				1.00	
2026-SEASIDE 00052909	JAMES CONSTRUCTION LLC SEASIDE SIDEWALK REPLACEMENT 110-532-54304	06/19/2026 llafleur	10/27/2026	11,672.50 11,672.50	11,672.50	Open	N 09/30/2026 11,672.50
		ROAD & PARKING LOT MAINTENANCE				1.00	
2026-300 00052910	JAMES CONSTRUCTION LLC WINDOWS-STODDARD PARK 110-541-54301	05/08/2026 llafleur	10/27/2026	3,450.00 3,450.00	3,450.00	Open	N 09/30/2026 3,450.00
		BUILDING MAINT & REPAIR				1.00	
2026-PEAK 00052911	JAMES CONSTRUCTION LLC HC RAMP-PEAK 110-211-52904	09/18/2026 llafleur	10/27/2026	3,450.00 3,450.00	3,450.00	Open	N 09/30/2026 3,450.00
		BCID-COMMUNITY HEALTH ACADEMY				1.00	
95 W CENTA AV 00052945	JAMES CONSTRUCTION LLC Check Request For Bond: BPERD26-0018 110-228-22813	10/21/2026 dcollins	10/27/2026	6,750.00 6,750.00	6,750.00	Open	N 10/27/2026 6,750.00
		BPERD26-0018 - J2026-0234				1.00	
201002 FINAL CO 00052895	J-U-B ENGINEERS INC. H-6 LIFT STATION & RAMSEY GRAVITY SEWER 211-899-59825-8009	09/30/2026 llafleur	10/27/2026	7,647.91 7,647.91	7,647.91	open	N 09/30/2026 7,647.91
		H-6 LIFT STATION DESIGN				1.00	
201003 00052896	J-U-B ENGINEERS INC. HONEYSUCKLE BOAT RAMP IMPROVEMENTS 112-899-59831-9008	09/30/2026 8/30/ llafleur	10/27/2026	2,397.50 2,397.50	2,397.50	open	N 09/30/2026 2,397.50
		PROJECT DESIGN				1.00	

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BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
10-88291.00 SEP 00052897	KOOTENAI COUNTY SOLID WASTE PUBLIC WORKS 110-811-54109	09/30/2026 llafleur UTILITIES-PWF	10/27/2026	431.20 431.20	431.20	Open	N 09/30/2026 431.20
10-30143.00 SEP 00052916	KOOTENAI COUNTY SOLID WASTE CITY OF HAYDEN DUMPSTER-GENERAL REFUSE 110-541-54322 110-541-54300	10/15/2026 llafleur PARKS-GROUNDS BUILDINGS & GROUNDS	10/27/2026	103.54 2.30 101.24	103.54	Open	N 09/30/2026 2.30 101.24
10-80582.00 SEP 00052917	KOOTENAI COUNTY SOLID WASTE CITY HALL 110-811-54102	10/15/2026 llafleur UTILITIES - CITY HALL	10/27/2026	206.50 206.50	206.50	Open	N 09/30/2026 206.50
10-80583.00 SEP 00052918	KOOTENAI COUNTY SOLID WASTE FINUCANE PARK DUMPSTER 110-811-54104	10/15/2026 llafleur UTILITIES - PARKS	10/27/2026	246.40 246.40	246.40	Open	N 09/30/2026 246.40
10-84587.00 SEP 00052919	KOOTENAI COUNTY SOLID WASTE CROOFOOT PARK DUMPSTER 110-811-54104	10/15/2026 llafleur UTILITIES - PARKS	10/27/2026	492.80 492.80	492.80	Open	N 09/30/2026 492.80
10-80581.00 SEP 00052920	KOOTENAI COUNTY SOLID WASTE HONEYSUCKLE BEACH DUMPSTER 112-241-54312	10/15/2026 llafleur BOAT LAUNCH OPERATION/MAINTENANCE	10/27/2026	492.80 492.80	492.80	Open	N 09/30/2026 492.80
10-84982.00 SEP 00052921	KOOTENAI COUNTY SOLID WASTE STODDARD PARK 110-811-54104	10/15/2026 llafleur UTILITIES - PARKS	10/27/2026	369.60 369.60	369.60	Open	N 09/30/2026 369.60
173558-1 00052871	LAKE CITY RENTAL EQUIPMENT PROPANE 110-531-56101	10/08/2026 llafleur STREET SHOP SUPPLIES	10/27/2026	21.39 21.39	21.39	Open	N 10/27/2026 21.39

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 10/27/2026 - 10/27/2026

POSTED AND UNPOSTED OPEN

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
1014							
00052898	MAGICSWORD LLC	10/07/2026	10/27/2026	2,450.00	2,450.00	Open	N
	70 APPLOCKER-IT-SERVICES	llafleur					10/27/2026
	110-230-57719	HW/SW MAINT/SUBSCRIPTIONS		2,450.00		1.00	2,450.00
TRAVEL EXP 10/2							
00052948	MICHAEL G DROBNOCK	10/13/2026	10/27/2026	2,279.34	2,279.34	Open	N
	BSA CONFERENCE TRAVEL REIMBURSEMENT	dcollins					10/27/2026
	110-211-55801	TRAVEL, MEETINGS, TRAINING		2,279.34		1.00	2,279.34
JOB REF ID #291							
00052952	MINUTEMAN PRESS #234	10/14/2026	10/27/2026	944.99	944.99	Open	N
	HAYDEN HISTORICAL BOOKS	dcollins					10/27/2026
	110-111-58015	HISTORIC PRESERVATION COMMISSION		944.99		1.00	944.99
39419							
00052899	MOUNTAIN PLATING	10/07/2026	10/27/2026	360.00	360.00	Open	N
	RESEAL HYDRAULIC MOTOR	llafleur					10/27/2026
	110-533-54035	2018 PETERBILT STREET SWEEPER 220 R&M		360.00		1.00	360.00
589399							
00052881	NAPA AUTO PARTS	10/13/2026	10/27/2026	51.11	51.11	Open	N
	SUPPLIES-SNOWPLOW	llafleur					10/27/2026
	110-532-54306	SNOW REMOVAL		51.11		1.00	51.11
289286							
00052882	NAPA AUTO PARTS	10/13/2026	10/27/2026	10.60	10.60	Open	N
	MOLDING TAPE-READER BOARDS	llafleur					10/27/2026
	110-533-54043	2017 WANCO VAR MSG SIGN (2) R&M		10.60		1.00	10.60
587617							
00052888	NAPA AUTO PARTS	10/02/2026	10/27/2026	15.35	15.35	Open	N
	SUPPLIES-SHOP/PARKS	llafleur					10/27/2026
	110-541-56101	PARKS SHOP SUPPLIES		15.35		1.00	15.35
2002012-1000593							
00052875	NORTH 40 OUTFITTERS	10/08/2026	10/27/2026	44.99	44.99	Open	N
	PROPANE-CRACK SEAL	llafleur					10/27/2026
	110-532-54304	ROAD & PARKING LOT MAINTENANCE		44.99		1.00	44.99

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Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
2022355 00052929	NORTH IDAHO HYDROSEEDING LLC SWALE NEAR BYPASS 110-541-54322	08/24/2026 llafleur PARKS-GROUNDS	10/27/2026	500.00 500.00	500.00	Open	N 08/24/2026 500.00
103816901 SEPT 00052936	NORTH KOOTENAI WATER DIST H-2 LIFT STATION 210-247-57005	09/30/2026 llafleur H-2 WALMART PS UTIL	10/27/2026	36.66 36.66	36.66	Open	N 09/30/2026 36.66
102746002 SEPT 00052937	NORTH KOOTENAI WATER DIST H-1 LIFT STATION HONEYSUCKLE 210-247-57009	09/30/2026 llafleur H-1 LIFT STATION UTIL	10/27/2026	36.66 36.66	36.66	Open	N 09/30/2026 36.66
261332 00052900	NORTHWEST MACHINE 2 NEW BLADE MOUNT BARS 110-532-54306	10/12/2026 llafleur SNOW REMOVAL	10/27/2026	1,112.00 1,112.00	1,112.00	Open	N 10/27/2026 1,112.00
01-192536 00052883	RAGAN EQUIPMENT INC. HONDA MOWER 110-541-57702	10/06/2026 llafleur TOOLS & SMALL EQUIPMENT	10/27/2026	850.00 850.00	850.00	Open	N 10/27/2026 850.00
01-192646 00052884	RAGAN EQUIPMENT INC. CLEANER/RESIN REMOVER 110-541-57702	10/08/2026 llafleur TOOLS & SMALL EQUIPMENT	10/27/2026	67.16 67.16	67.16	Open	N 10/27/2026 67.16
369873 00052930	RC WORST & COMPANY INC INSTALL OF HALLIDAY X1S RETRO-GRATE 210-246-57016	10/19/2026 llafleur HEATHERSTONE LS O&M	10/27/2026	15,522.48 15,522.48	15,522.48	Open	N 10/27/2026 15,522.48
OCT 2026 NICE M 00052946	SCOTT HAEN REIMBURSEMENT NICE MEETING LUNCH OCTOBER 110-349-55801	10/21/2026 dcollins TRAVEL, MEETINGS, TRAINING	10/27/2026	17.46 17.46	17.46	Open	N 10/27/2026 17.46

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 10/27/2026 - 10/27/2026

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
8864-3 00052890	SHERWIN WILLIAMS COMPANY - HAYDEN REFUND PAINT SUPPLIES 110-111-58025-2305	10/05/2026 llafleur ARTS COMMISSION	10/27/2026	(25.00) (25.00)	(25.00)	Open	N 10/27/2026 (25.00)
8863-5 00052891	SHERWIN WILLIAMS COMPANY - HAYDEN REFUND PAINT SUPPLIES 110-111-58025-2305	10/05/2026 llafleur ARTS COMMISSION	10/27/2026	(6.19) (6.19)	(6.19)	Open	N 10/27/2026 (6.19)
15931 00052928	TRAFFICORP TEMP TRAFFIC LIGHTS 9/2/26-10/1/26 130-899-59838-8010	10/20/2026 llafleur PROJECT CONSTRUCTION	10/27/2026	18,854.00 18,854.00	18,854.00	Open	N 09/30/2026 18,854.00
273072 00052903	UPCODES, INC. TERM EXT 4 SEATS, ENTERPRISE 110-349-56401	10/15/2026 llafleur BOOKS & TECHNICAL REFERENCES	10/27/2026	527.90 527.90	527.90	Open	N 10/27/2026 527.90
SEP 2026 STATEM 00052953	VISA 9/28/26 VISA STATEMENT 110-230-53403 110-111-58025-2305 110-211-52902 110-211-56101 110-711-56105 110-711-56101 110-111-58020 110-301-56101 110-111-58005 110-349-56401 110-111-58015 110-211-55801 110-111-55801	09/28/2026 dcollins IT SUPPORT SERVICES & TRAINING ARTS COMMISSION RECOGNITION/WELLNESS/EVENTS OFFICE SUPPLIES PROGRAM EQUIPMENT/SUPPLIES OFFICE SUPPLIES PARKS/RECREATION/FORESTRY COMMISSION OFFICE SUPPLIES PLANNING & ZONING COMMISSION BOOKS & TECHNICAL REFERENCES HISTORIC PRESERVATION COMMISSION TRAVEL, MEETINGS, TRAINING TRAVEL, MEETINGS, TRAINING	10/23/2026	3,775.47 55.08 10.78 158.61 765.75 290.96 10.95 213.74 21.26 37.02 1,584.00 288.90 264.42 74.00	3,775.47	Open	N 09/30/2026 55.08 10.78 86.55 107.44 159.80 10.95 213.74 21.26 37.02 1,584.00 59.90 264.42 1,165.40
581709 00052885	WALTER E. NELSON CO. CORP. 45 GAL BAGS 110-541-56103	10/06/2026 llafleur OPERATING SUPPLIES	10/27/2026	541.70 541.70	541.70	Open	N 10/27/2026 541.70

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
41014140-007 00052954	WELCH COMER & ASSOCIATES INC. PROFESSIONAL SERVICES 08/23/2026-09/19/26 130-899-59831-7721	10/19/2026 llafleur PROJECT DESIGN	10/27/2026	63,450.29 63,450.29	63,450.29	Open	N 09/30/2026 63,450.29
41014150-006 00052955	WELCH COMER & ASSOCIATES INC. PROFESSIONAL SERVICES 08/23/26-09/19/26 130-899-59831-8020	10/06/2026 llafleur PROJECT DESIGN	10/27/2026	25,835.00 25,835.00	25,835.00	Open	N 09/30/2026 25,835.00
IN003777227 00052886	WESTERN STATES EQUIPMENT COMPANY REPAIR GENERATOR 210-246-57019	10/07/2026 llafleur HAYDEN NORTH LIFTSTATION (O&M)	10/27/2026	1,858.20 1,858.20	1,858.20	Open	N 10/27/2026 1,858.20
1214399 00052942	ZIEGLER LUMBER COMPANY INC. CONCRETE MIX 110-532-54308	10/20/2026 llafleur STREET SIGN MAINTENANCE	10/27/2026	14.40 14.40	14.40	Open	N 10/27/2026 14.40
208-189-0545 9/ 00052932	ZIPLY FIBER PHONE CHARGES FOR SEPT 2026 ADJUSTMENT 210-247-57016 210-247-57009 112-241-54312 210-247-57005 210-247-57018 110-211-55300 110-811-54102	10/01/2026 llafleur HEATHERSTONE LS UTIL H-1 LIFT STATION UTIL BOAT LAUNCH OPERATION/MAINTENANCE H-2 WALMART PS UTIL MAPLE GROVE LS UTIL COMMUNICATIONS/PHONES UTILITIES - CITY HALL	10/27/2026	44.87 6.48 6.38 12.33 6.38 6.65 6.65 0.00	44.87	Open	N 09/30/2026 6.48 6.38 12.33 6.38 6.65 6.65 0.00

# of Invoices:	87	# Due: 87	Totals:	211,925.19	211,925.19
# of Credit Memos:	3	# Due: 3	Totals:	(39.18)	(39.18)
Net of Invoices and Credit Memos:				211,886.01	211,886.01
* 1 Net Invoices have Credits Totalling:				(1,091.40)	
--- TOTALS BY FUND ---					
110 GENERAL FUND				50,980.71	50,980.71
112 HONEYSUCKLE BOAT LAUNCH FUND				3,471.81	3,471.81
121 IMPACT FEE PARKS FUND				900.00	900.00

INVOICE REGISTER FOR CITY OF HAYDEN

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
	130 MAJOR CAPITAL PROJECTS FUND			121,393.29	121,393.29		
	210 SEWER OPER. & MAINT. FUND			22,399.79	22,399.79		
	211 SEWER CAPITALIZATION FUND			12,740.41	12,740.41		
--- TOTALS BY DEPT/ACTIVITY ---							
	111 GEN-MYR OPERATING & ADMINISTRAT			1,538.24	1,538.24		
	113 PLANNED PROJECTS - PARKS			900.00	900.00		
	211 GEN-ADM OPERATING & ADMINISTRAT			10,235.57	10,235.57		
	228 PASSTHRU & BAD DEBT EXPENSES			7,075.78	7,075.78		
	230 GEN-ADM INFORMATION TECHNOLOGY			3,005.08	3,005.08		
	241 OPERATING & ADMINISTRATIVE			8,354.16	8,354.16		
	246 LIFT/PUMP STATION R&M			17,880.68	17,880.68		
	247 LIFT/PUMP STATION UTIL			99.21	99.21		
	250 FUND BALANCES			232.55	232.55		
	301 COMDEV--P&D OPERATING & ADMINIS			21.26	21.26		
	349 COMDEV BLD OPERATING & ADMINIST			2,129.36	2,129.36		
	350 COMDEV VEHICLES			182.18	182.18		
	512 PW-ADM EQUIP/VEHICLE FUEL & MAI			88.59	88.59		
	531 PW-STR OPERATING & ADMINISTRATI			376.40	376.40		
	532 PW-STR ROAD MAINTENANCE			13,168.69	13,168.69		
	533 PW-STR EQUIP/VEHICLE R&M			1,920.26	1,920.26		
	541 PW-PKS OPERATING & ADMINISTRATI			5,721.18	5,721.18		
	542 PW-PKS EQUIP/VEHICLE R&M			224.68	224.68		
	711 REC OPERATING & ADMINISTRATIVE			379.38	379.38		
	712 REC EQUIP/VEHICLE FUEL MAINT			71.06	71.06		
	811 FACIL OPERATING & ADMINISTRATIV			4,843.00	4,843.00		
	899 CAPITAL PURCHASES/PROJECTS			133,438.70	133,438.70		

3. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
4. **COMMISSION REPORT**
 - A. Quarterly Written Reports

Parks, Recreation and Community Forestry Commission

Quarter 4 2026 Update

Commissioners

Malea Sampsel- Chair
Helen Paris- Vice Chair
Adam Reed
Kholt Moore
Aundrea Leckie
Ronald Duell

Current Focus:

We have established goals and priorities for upcoming year allowing us to focus our efforts and form subcommittees for efficiency.

Commission Goals and Objectives

- Implement monthly park review coordinating with public works
 - *Improves our knowledge of parking amenities, issues, upcoming projects
- Improve community access to digital information for parks amenities, city navigation and pathways, as well as public engagement
- Improve communication between other community advisory commissions and city council with monthly review of reports
- Improve amenities, access to information and education for open space
- Make open space more visible and usable for all community members

Specialized Needs Recreation

- We made a recommendation to increase SNR funding to \$6000 annually and City Council APPROVED!!!
 - *We sincerely appreciate the ability to pass on information and recommendations to the council and see related quick action :)

Other current activities

- We are represented in the Civic Center steering committee
- We are represented in the McIntire Park Development Steering Committee
- We held a joint meeting with Historic Commission to improve communication going forward and foster team efforts especially related to Stoddard Barn and Silo project, signage at our parks and along our pathways.

Current subcommittees

- Pickleball
 - We are home to the largest pickleball supplier in the country, and we do not have any public pickleball courts. Potential projects include new parks (Hayden Canyon) and current park's locations. We plan to work closely with local Pickleball Associations to push this project forward.

- Bike Trail Map
 - We are working towards a publicly accessible local map for accessible bicycle routes, indicating designated bike lane, sidewalk, bike path, etc... this is to improve resources for bicycle safe routes in our community as well as access to those resources.
- Stoddard Park
 - We are working to improve community engagement at this park with ideas such as signage for local trees along pathways, potentially an Augmentative and Alternative Communication sign (for which we have funding), distance markers and pathway division lines to support safe use of multiple modalities

Recent events we supported:

- Hayden Days
 - We supported the city staff with parade line-up and judging
 - we had a great community turnout for this parade again!

Upcoming events we will support:

- Friday Night Frights
 - Trunk or treat held at Hayden Meadows Elementary on Friday 10/30 6-7:30pm
 - *Our commissioners volunteer for traffic control and will have a “trunk” decorated while we hand out candy
- Hayden Lights Parade
 - Parade held before Christmas Tree Lighting Ceremony beginning at 5pm on Saturday 12/5.
 - *Our commissioners participate in lining up and judging the parade

We Need Volunteers!:

- We have a current opening for a commissioner on our board
- volunteers are needed throughout our community advisory commissions

We appreciate timely communication of information related to our parks, recreation, events, pedestrian and community forestry issues and projects. This is imperative to our commission to reach our goals and maintaining engaged volunteers. We look forward to this continuing!

5. **UNFINISHED BUSINESS**

- A. **ACTION ITEM** Consider Exhibit A Law Enforcement Contract for Enhanced Services for FY2027



Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: October 21, 2026

Agenda Item: Law Enforcement Contract for Enhanced Law Enforcement Services for FY27

Agenda Item Location

New Business

Background and Recommended Action or Motion

Staff recommends authorizing the Mayor to sign a month-to-month agreement with Kootenai County for Law Enforcement provided the following is included in the contract:

- Provide for 5 dedicated patrol deputies, 1 animals control officer and 1 assigned detective with a price not to exceed \$1,000,000 for those positions, not including overtime;
- Provide monthly overtime billing that detailed to include sufficient knowledge that the time billed was incurred by the dedicated patrol deputies providing enhanced law enforcement services within the City of Hayden;
- Provide access to the Spillman system to a city representative who meets the qualification and background required to access such information for the purposes of being a liaison to the county to review statistical reporting and collaboration on responses to crimes in the city.
- Monthly statistically generally the same as has been provided for the past 12 months.

Areas for consideration could include an effective date of 10/1/26, which would consider back payment for the month of October.

Staff presented the attached agreement to the KCSO and the Board of County Commissioners as a draft agreement for the FY2027 law enforcement service agreement. The agreement contemplates modifying Exhibit A of the agreement signed for FY2026 and amends only Exhibit A.

The Board of County Commissioners received a copy of the agreement at their 10/20 board meeting where the sheriff's contract was up for discussion. The Board took the agreement under advisement and will get back any changes they can't agree to. Provided that no substantial changes are made, if

approved by the County, the city can start remitting a monthly payment for our enhanced law enforcement services.

Fiscal Impact

This action was budgeted in the FY27 budget, so it has no additional fiscal impact.

Budget Funding Source / Transfer Request

N/A

Attachment

Draft Agreement

**AGREEMENT REGARDING ANNUAL ADJUSTMENTS TO EXHIBIT A
OF THE LAW ENFORCEMENT MASTER SERVICE AGREEMENT
BETWEEN KOOTENAI COUNTY AND THE CITY OF HAYDEN**

This Agreement is entered into by and between Kootenai County, a political subdivision of the State of Idaho (“County”), and the City of Hayden, an Idaho municipal corporation (“City”).

WHEREAS, the County and the City entered into a Law Enforcement Master Service Agreement (“Master Agreement”) approved and executed on December 19, 2025, which sets forth the general terms and conditions under which the Kootenai County Sheriff’s Office provides law enforcement services to the City; and

WHEREAS, the Master Agreement includes Exhibit A, which establishes the annual law enforcement service level arrangement, including staffing levels, service expectations, and associated financial obligations; and

WHEREAS, the parties acknowledge that law enforcement service needs may evolve from year to year due to changes in population, call volumes, public safety priorities, staffing availability, or budgetary conditions; and

WHEREAS, the parties desire to formally establish a process by which Exhibit A shall be reviewed, updated, and mutually approved annually, while leaving all other terms and conditions of the Master Agreement unchanged and in full effect; and

WHEREAS, this Agreement is intended to supplement the Master Agreement by defining the annual adjustment process for Exhibit A without modifying the underlying Master Agreement itself.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Annual Review and Update of Exhibit A

The COUNTY and the CITY agree to the attached Exhibit A, including compensation as provided in the included table.

2. Annual Approval Required

Revised versions of Exhibit A shall not take effect unless and until approved by:

- a. The Kootenai County Sheriff’s Office; and
- b. The Kootenai County Board of Commissioners
- c. The City of Hayden.

Upon annual approval, the updated Exhibit A shall automatically replace the prior year’s Exhibit A and be incorporated into the Master Agreement for the following fiscal year.

3. No Other Amendments

Except as specifically provided herein, all terms, conditions, and obligations of the 2025 Master Agreement shall remain unchanged, binding, and in full force and effect.

4. Payment and Terms of Agreement

This agreement shall be a month-to-month agreement. This City agrees to continue paying the County monthly and shall do so until such time as deemed appropriate by each party to extend beyond a month-to-month contract. The City shall make payments to the county each month in the amount of \$83,333.33 or based upon the monthly rate established within Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Hayden

By: _____
Alan Davis, Mayor

ATTEST:

Abbi Sanchez, City Clerk

Kootenai County Sheriff's Office

By: _____
Robert Norris, Sheriff

Board of Kootenai County Commissioners

By: _____
Bruce Mattare, Chair

By: _____
Leslie Duncan, Commissioner

By: _____
Marc Eberlein, Commissioner

ATTEST:

Jennifer Locke, Kootenai County Clerk

EXHIBIT A- LAW ENFORCEMENT SERVICE LEVEL

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 \$1,000,000.00, allocated as follows:

A. Personnel	
• Five (5) Dedicated Patrol Deputies	\$643,385.00
• One (1) Available Animal Control Officer	\$89,417.00
• One (1) Available Detective	\$145,278.00
B. Overhead	\$121,920.00
Total:	\$1,000,000.00

2. Billed Overtime. Kootenai County may bill for any overtime incurred by the dedicated patrol deputies when that time is directly benefiting the City of Hayden. The County shall provide adequate and detailed records of the overtime that is billed to the City so that it may have sufficient knowledge and clarity that such time is, in fact, incurred on behalf of the City and incurred by the dedicated patrol deputies.

3. 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.

4. 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.

5. 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.

6. 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 may attend CITY public meetings. If there is an extraordinary reason, at 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.

7. 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 as mutually agreed upon by the City and the County.
 - b. Monthly statistical information regarding the dedicated patrol deputies to include shifts worked, calls for service taken, reports written, supplements written, numbers of felony arrests, misdemeanor arrests, field interviews conducted as well as numbers of traffic stops, citations and warnings issued as well as the numbers of directed patrols completed.
 - c. Law enforcement initiated vs. all other initiated calls for service.
 - d. Hot spots for crime in the CITY.
 - e. Top 10 types of calls for service for the month.
 - f. Response times (as currently calculated by the COUNTY).
 - g. If the CITY requests additional reports, the COUNTY will work with the CITY and use its reasonable best efforts to provide additional reports.
8. The County shall, in conjunction with the City, provide access to the Spillman System and other law enforcement databases as are determined appropriate by both parties to an individual selected by City who meets the qualifications and background required to access CJIS and sensitive information for the purpose of being a liaison to the County to review statistical reporting and collaborating on responses to crime in the city and community concerns.

The City and the County shall in good-faith effort continue to work towards better accountability of resources being used in Hayden to account for tax dollars provided to the County. Progress reports and iterative conversations should be ongoing as data collection is attempted and produced. The city is encouraged to continue working with KCSO on acceptable levels of reporting and data that satisfies this requirement.

9. Termination of Month-to-Month contract. Under no circumstances is the City required to continue the month-to-month agreement if satisfactory data isn't provided to the City or the County fails to make meaningful progress in this area. Should termination be determined by the City, it shall follow those requirements as listed within the Master Services Agreement.

6. **NEW BUSINESS**

- A. **ACTION ITEM** Consider Updating the Kinds and Levels Chart to include a Director of Public Safety



Memo

To: Mayor and Hayden City Council

From: Shawn Langenderfer, Deputy City Clerk

Date: October 27, 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 Director of Public Safety.

Summary

Staff recommends approval of the kinds and level chart to include a new position of a Public Safety Director at the level grade of 14 with an hourly range of \$55.66 to \$76.81.

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. As the City works through the Public Safety Strategic Plan it has become apparent that a Public Safety Director is needed to help with reporting, internal and external communication and future resource planning. The position was researched and evaluated for correct placement in the Kinds and Levels and corresponding Salary Grades and research supports placement on grade 14 with a range from \$55.66 to \$76.81. We anticipate this position will be part time, approximately 18 hours/ week.

Fiscal Impact

The cost of this position was not budgeted with wages but a portion of the amount budgeted for Law Enforcement will be used to pay for this position.

Budget Funding Source / Transfer Request

The salary will be paid out of the general fund and this position will not be eligible for any benefits.

Attachment

Draft Kinds and Levels Chart

City of Hayden
DRAFT Kinds and Levels Chart
(Displays internal equity of positions)

Attachment A

<u>Grade</u>	<u>Administration</u>	<u>Administrative Services</u>	<u>Community and Econmic Development</u>	<u>Community Services</u>	<u>Public Works</u>
15	City Administrator				
14	Public Safety Director				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		Senior Planner		Superintendent of Streets
	HR Generalist/Deputy Clerk or Risk Manager		Senior Building Inspector/Plans Examiner		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.

City of Hayden
Salary Schedule FY2027
after 3.2% COLA
Approved at 8/28/2026 City Council Meeting

Attachment B

Hourly Schedule

	<u>Entry</u>	<u>Market Target Range</u>			<u>Maximum</u>
15	\$64.01	\$68.79	\$73.61	\$78.76	\$88.33
14	\$55.66	\$59.82	\$64.01	\$68.49	\$76.81
13	\$48.40	\$52.02	\$55.66	\$59.56	\$66.79
12	\$42.09	\$45.23	\$48.40	\$51.79	\$58.08
11	\$36.60	\$39.33	\$42.09	\$45.03	\$50.50
10	\$31.82	\$34.20	\$36.60	\$39.16	\$43.92
9	\$29.47	\$31.67	\$33.89	\$36.26	\$40.66
8	\$27.28	\$29.32	\$31.38	\$33.57	\$37.65
7	\$25.26	\$27.15	\$29.05	\$31.09	\$34.86
6	\$23.39	\$25.14	\$26.90	\$28.78	\$32.28
5	\$21.66	\$23.28	\$24.91	\$26.65	\$29.89
4	\$20.05	\$21.55	\$23.06	\$24.68	\$27.67
3	\$18.57	\$19.96	\$21.35	\$22.85	\$25.62
2	\$17.19	\$18.48	\$19.77	\$21.16	\$23.73
1	\$15.92	\$17.11	\$18.31	\$19.59	\$21.97

Grade Progression: 8% grades 1-10, 15% grades 10-15

Range Width: 38%

Market Target Range: 7% +/- Market

Entry is 15% below Market or 8% below the start of the market Target Range

Maximum is 20% above Market or 17% above the top of the market target range

- B. **ACTION ITEM** *Come Together* Bench Walk Event



Memo

To: Mayor and Hayden City Council

From: Abbi Sanchez, City Clerk

Date: October 27, 2026

Agenda Item: *Come Together Bench Walk Event*

Agenda Item Location

New Business

Recommended Action or Motion

The Arts Commission has recommended approval of the *Come Together Bench Walk* event

Summary/Background

The *Come Together Bench* project is complete, and the benches have been installed. The Arts Commission would like to hold a community event to formally introduce the benches to the community and recognize the community donors and sponsors of this project, as well as introduce the artists.

The event, scheduled for November 14, 2026, at 1:00 p.m., will begin with a ceremony in McIntire Family Park followed by a self-led bench walk.

Fiscal Impact

There is no fiscal impact anticipated or requested for this event.

Budget Funding Source / Transfer Request

N/A

C. **ACTION ITEM** Winter Wonderland Immersive Light Display Event



Memo

To: Mayor and Hayden City Council

From: Abbi Sanchez, City Clerk

Date: October 27, 2026

Agenda Item: Winter Wonderland Immersive Light Display

Agenda Item Location

New Business

Recommended Action or Motion

The Arts Commission has recommended approval of the Winter Wonderland Immersive Light Display by Christina Villagomez

Summary/Background

Local artist Christina Villagomez has proposed the creation of a darkened Winter Wonderland Immersive Light Display in the former Public Works Facility behind Hayden City Hall. The display will be open to the public during, yet to be determined, days and times beginning on December 5th, in coordination with the city's Hayden Lights Parade and Tree Lighting Ceremony, through January 3rd.

The event utilizes unused space to create an engaging, family-friendly experience built primarily from reused and upcycled materials to maintain a manageable budget. Key features include a recycled-cardboard gingerbread house façade, oversized wrapped presents with illuminated ornaments, and clusters of candy-themed light sculptures connected by roped walkways to improve visitor flow and engagement. This immersive environment offers memorable photo opportunities and encourages public participation in a unique artistic experience.

This event supports the Arts Commission's overarching mission by contributing to an environment where the arts can be fully expressed for the enrichment of Hayden residents and visitors. The installation promotes visual arts within the community, enhances cultural engagement during a major seasonal event, and increases public access to creative experiences. It also supports the Commission's goals by activating public space through art, fostering opportunities for artistic expression, encouraging community participation in the arts, and contributing to Hayden's identity as a destination for creative and cultural activities. Additionally, the project aligns with the Commission's commitment to supporting artistic activities that benefit the community.

Fiscal Impact

The Arts Commission has approved up to \$750 to be expended for this event. These funds are within the budgeted funds for the Arts Commission in the adopted FY2027 budget. Therefore, there is no fiscal impact for this event.

Budget Funding Source / Transfer Request

110-111-58025: Arts Commission

110-229-22815: Arts Commission Event Donations

D. **ACTION ITEM** Agreement with Companions Animal Center for Impounded Dogs



Memo

To: Mayor and Hayden City Council

From: Abbi Sanchez, City Clerk

Date: October 27, 2016

Agenda Item: Agreement with Companions Animal Center for Impounded Dogs

Agenda Item Location

New Business

Recommended Action or Motion

Staff recommends approval of the agreement with Companions Animal Center for Impounded Dogs

Functional Impact of Authorizing

Approving the agreement allows the Companions Animal Center to house dogs that are seized or impounded under Hayden City Code 4-3-26. This code authorizes the city to impound dogs that are loose, dangerous, ill, injured, neglected, abandoned, unlicensed, violating quarantine, suspected of rabies, involved in legal orders, kept in unlicensed kennels, or otherwise posing a risk to public health and safety. The agreement will also allow the public to turn in stray dogs found in Hayden.

Under this agreement, Companions Animal Center will bill the City \$85 per dog not claimed within five (5) days by the owner. On average, less than 5 charges/month have attributed to the City of Hayden.

Functional Impact of Not Authorizing

The absence of an agreement with Companions Animal Center, an Animal Control agency, or our own law enforcement agency, Companions Animal Center will not accept dogs that are loose, dangerous, ill, injured, neglected, abandoned, unlicensed, violating quarantine, suspected of rabies, involved in legal orders, kept in unlicensed kennels, or otherwise posing a risk to public health and safety.

Fiscal Impact

This specific item was not budgeted for and will be paid for by the amount budgeted for miscellaneous expenses. There is not a fiscal impact for this item.

Budget Funding Source / Transfer Request

110-211-53105: Miscellaneous Expenses

AGREEMENT FOR ANIMAL CENTER SERVICES

This agreement is made and entered into this 1st day of November 2026, by and between the **COMPANIONS ANIMAL CENTER**, an Idaho non-profit corporation hereinafter referred to as “CAC”, and **THE CITY OF HAYDEN**, Kootenai County, State of Idaho, political subdivision, acting herein by and through its duly constituted, elected, and acting City Council, hereinafter referred to as the “CITY”.

WHEREAS, CAC currently operates an Animal Shelter facility (hereinafter referred to as the “Animal Center”) located at 10275 N Atlas Rd., Hayden, ID, 83835, which provides impound, board, and care for impounded dogs and other animals.

WHEREAS, the CITY has adopted Authority to Impound Animals by ordinance **4-3-26** which authorizes the seizure and impoundment of animals under certain circumstances; and

WHEREAS, the CITY does not presently have its own facilities in which to house those impounded; and

WHEREAS, there is an immediate need to obtain adequate and appropriate shelter for those dogs impounded by the CITY; and

WHEREAS, the CITY and CAC entered into an agreement on November 1, 2026, pursuant to which CAC agrees to house all dogs impounded by the CITY for good and sufficient consideration; and

WHEREAS, the November 1, 2026, agreement will expire on September 30, 2027; and

WHEREAS, the CITY and CAC desire to continue their relationship covered by this agreement into the future.

NOW, THEREFORE, the parties agree as follows:

- I. **TERM:** The term of this agreement shall commence at 12:01 am on November 1, 2026, and expire at midnight on September 30, 2026. This agreement will automatically renew for

successive one (1) year terms, from October 1st through September 30th until either party gives the other party written notice that the Agreement will not be renewed after the then current term. The notice required by this section must be provided at least (30) days prior to the end of the current term.

- II. **FEES:** As consideration for the services to be provided by CAC pursuant to this Agreement, CITY agrees to pay CAC:
- A. A fee of \$85 for any dog held at the Animal Center and not claimed by the dog's owner within five (5) days of delivery of the dog by the CITY to the Animal Center unless otherwise specified herein.
 - B. A fee of \$85 per dog, plus \$20 per day after 5 days, for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes will be assessed to the CITY if the owner does not reclaim the dog. For purpose of this Agreement, "working day" shall mean a day when CAC is open to the public.
 - C. A fee of \$40 per litter of puppies held by the Animal Center and not claimed by the pet's owner within (5) days of delivery of the litter by the CITY to the Animal Center, unless otherwise specified herein.
 - D. A fee of \$25 for each dog brought to the CAC by the CITY for euthanasia and disposal.

CAC shall submit a monthly statement to the CITY by the 10th of each month, which contains an itemization of all fees accrued on behalf of the CITY and all amounts owed to CAC by the CITY for the animals held at the Animal Center for the previous month. The CITY agrees to pay the statement within thirty (30) days.

III. **SERVICES:**

- A. CAC agrees to house all animals impounded by the CITY at the Animal Center, or such other locations as CAC may acquire and/or operate as an Animal Center during the term

of this Agreement, and to house those animals under the following terms and conditions:

1. Hours of Operation: The Animal Center shall be open to the public for business seven days per week, at a minimum from Noon to 5:00pm on Monday, Noon to 6:00pm Tuesday through Saturday, and Noon to 4:00pm on Sunday, except for the seven (7) recognized Federal holidays when the Animal Center may be closed. These days include New Years Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas.
2. Shelter Conditions: The Animal Center shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by CAC shall be provided in accordance with local laws, and the laws of the State of Idaho. The CAC shall use humane methods in the care, euthanasia and disposition of any animal coming under its authority.

IV. ANIMAL CONFINEMENT:

A. Impound Time Requirements: The following minimum holding periods are established. For all impound periods, the day after impoundment is considered the first day of impoundment.

1. Lost or Stray Animals: CAC shall hold an impounded lost or stray animal for not less than five (5) working days, or for such time as CAC or the CITY has other reasons to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.
2. Quarantined or evidence dogs: CAC shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the CITY advises CAC in writing that the dog no longer needs to be

quarantined or is no longer needed for evidentiary purposes.

3. The CITY may increase any minimum holding period by providing verbal/written notice to CAC. Any request by the CITY to increase holding periods will result in additional fees as described in Section II of this Agreement.
4. Upon expiration of hold periods, all animals shall become the property of CAC.
5. At the completion of hold periods, no further charges or fees shall accrue to the CITY.

V. DISPOSITION OF ANIMALS:

- A. CAC may humanely dispose of or transfer to a new owner, upon payment of the applicable fee, any impounded dog that has:
 1. Not been claimed by its owner or custodian with the prescribed holding period.
 2. Been relinquished by its owner and immediately transferred to CAC for consideration for its adoption program or other disposition.
- B. Injured or diseased animals, or newborn animals unable to feed themselves may be considered for humane disposition without regard to the prescribed holding period to alleviate suffering or to protect other impounded animals for exposure to contagious disease. For these purposes, a disease or injury is a condition causing great threat or harm to the animal or other animals or causing unnecessary suffering or pain. Animals exhibiting disease or injury should first be provided appropriate medical treatment or, in extreme cases, considered for other disposition.
- C. Any animal that becomes the property of CAC and is adopted through the CAC adoption program pursuant to this

Agreement shall be spayed or neutered prior to its release to its new owner. CAC may accept spay/neuter deposit in lieu of spaying or neutering a dog prior to adoption if CAC determines the circumstances, such as age or health of the dog, warrant release without surgery.

VI. ANIMAL RETRIEVAL:

- A. Prior to CAC delivering an animal impounded pursuant to this Agreement to anyone claiming it during the minimum holding period, CAC shall collect from that person any relevant fees established by the CITY ordinance. Such fees shall accrue to CAC. The CITY will provide CAC with a copy of its current fee schedule forth relevant impound fees.
- B. Prior to CAC delivering an animal impounded pursuant to this Agreement to anyone claiming it during the minimum holding period, CAC will notify the owner of any CITY citation issued. Penalties or fines associated with a citation shall accrue to the CITY.
- C. Prior to releasing any dog impounded pursuant to this Agreement to its owner, CAC shall determine whether or not the dog is current on its rabies vaccination. If the dog is not current on its rabies vaccination, and the CAC Veterinarian is on site, CAC will vaccinate the dog at the owner's request. If the dog is not current on its rabies vaccination, and the CAC Veterinarian is not on site, CAC shall release the dog to its owner, along with a "Reclaim Form Without Proof of Current Rabies Vaccination," which advises the dog owner that he/she has three (3) business days to vaccinate their dog. It shall be the responsibility of the CITY to follow up with the dog owner and ensure the dog was vaccinated.
- D. When releasing any animals impounded to this Agreement, CAC shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through a

vaccination record signed by a veterinarian or similar identification.

VII. VETERINARIAN SERVICES:

- A. No fees will be assessed to the CITY for veterinary services required for animals impounded at the CAC on behalf of the CITY. If an animal requires emergency veterinary care and the CAC staff veterinarian is not on duty, the CITY will be notified immediately and the animal transported to a veterinarian of CITY's choice, who will bill CITY directly for their services.

VIII. RECORD KEEPING:

- A. CAC shall maintain an accounting of all animals received pursuant to this Agreement, services rendered, and fee collected. Statements shall be issued by CAC for all fees received on behalf of the CITY. The accounting shall include the intake and disposition of all animals received pursuant to this Agreement. Said accounting shall be delivered to the CITY's designees.
- B. The CITY reserves the right to review all records and conduct an audit of CAC's records relating to animals impounded and services rendered pursuant to this agreement.

IX. TERMINATION:

- A. Termination for Convenience: Either party may terminate this Agreement upon ninety (90) days written notice to the other party. Within ninety (90) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. Termination for Default: If CAC fails to provide services or follow CITY procedures and practices as required by this Agreement, the CITY shall provide written notice to CAC of such default for failure to provide services or follow CITY procedures or practices and give CAC thirty (30) days from

the date of written notification to cure the default. In the event CAC fails to cure the default within thirty (30) days, the CITY may immediately terminate this Agreement.

X. INDEMNIFICATION AND INSURANCE:

- A. To the extent permitted by law, the CITY and CAC each agree to save, indemnify, defend, and hold harmless the other from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs, and expenses and liabilities incurred in or from any such claim arising out of performance of this Agreement, and attributable to the negligent actions of the indemnifying party. CAC, as the service providers, shall promptly notify the CITY of such claims of which it has knowledge and shall cooperate fully with the CITY or its representatives in the defense of the same.
- B. CAC shall obtain and maintain such comprehensive public liability insurance as will protect it from claims for damages because of bodily injury, including death, and injuries to or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it, its volunteers, agents, employees, or anyone directly or indirectly employed by CAC.
- C. Minimum amount of insurance shall be One Million Dollars (\$1,000,000) per incident. The policy shall name the CITY as additional insured and shall require a minimum of thirty (30) days' notice if the policy is canceled for any reason.
- D. All insurance required under this section shall be maintained in full force and effect at CAC's expense until this Agreement terminates. Certificates of Insurance and/or evidence of financial responsibility will be provided to the CITY upon request.

XI. SEVERABILITY:

A. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and this Agreement shall be modified, amended, or limited, only where it is valid and enforceable, as agreed by the parties.

XII. GOVERNMENT OF CHINA:

A. CAC certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the Government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF HAYDEN

By: _____

It's: _____

Date: _____

COMPANIONS ANIMAL CENTER

By: _____

It's: _____

Date: _____

7. REPORTS

A. City Administrator Report and Calendar Review

October 2026

October 2026							November 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	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 3:00pm Parks, Recreation & Community Forestry 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

November 2026

November 2026							December 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 1	2 5:30pm Planning and Zoning Commission-CANCELLED (Council Chambers)	3	4	5 4:00pm Veterans Commission	6	7
8	9	10 5:00pm City Council Meeting (City Hall Council Chambers)	11 8:00am Veterans Day City Hall Closed all day 11:00am Veterans Day Ceremony (McIntire Family Park)	12 11:00am Historic Preservation Commission Meeting 3:00pm Arts Commission	13	14
15	16 5:30pm Planning and Zoning Commission (Council Chambers)	17	18 4:00pm Parks & Recreation Commission	19	20	21
22	23 5:30pm Planning & Zoning-Special Meeting	24 5:00pm City Council Meeting	25	26 8:00am	Thanksgiving-City Hall Closed 5:00pm	
29	30	Dec 1	2	3	4	5 8:00am Thanksgiving City Hall Closed all day

- B. Law Enforcement
- 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**