

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

Tuesday, February 3, 2026

Special Meeting: 1:00 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. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
2. **NEW BUSINESS**
 - A. **ACTION ITEM** Consider the Draft Memorandum of Understanding with The Hayden Area Regional Sewer Board (HARSB) for the Honeysuckle and Ramsey Intersection, authorizing the Mayor to sign once approved by HARSB

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HAYDEN
AND
HAYDEN AREA REGIONAL SEWER BOARD
FOR
HONEYSUCKLE AVE & RAMSEY ROUNDABOUT

I. PURPOSE

This Memorandum of Understanding (MOU) is entered between the City of Hayden, a municipal corporation of the State of Idaho, whose address is 8930 N. Government Way, Hayden, Idaho 83835 ("City"), and the Hayden Area Regional Sewer Board, a joint powers entity created under and pursuant to the laws of the State of Idaho, whose address is 10789 N. Atlas Road, Hayden, Idaho 83835 ("HARSB"), and is intended to document the parties' understanding of, and agreement to cooperate on, the incorporation of HARSB's pressure sewer replacement and upsizing within the City's Honeysuckle Ave and Ramsey Roundabout project ("Project").

II. RECITALS

WHEREAS, the City and HARSB serve the same constituencies;

WHEREAS, the City and HARSB have a long-standing policy of working together whenever possible to create cost efficiency and a high level of service for their shared constituency;

WHEREAS, the City intends to construct a roundabout at the Honeysuckle and Ramsey intersection to better serve the public's transportation needs and improve safety;

WHEREAS, the City and HARSB agree that incorporating the placement of the pressure sewer line into the City's Project provides the most efficient use of the shared constituencies funds, creates the least disruption to the public and supports the City's established project deadlines;

WHEREAS, it is the mutual interest and desire of the City and HARSB to memorialize their understanding and agreement with respect to their communication and cooperation on incorporating the waterline relocation within the Project bid documents; and

WHEREAS, the mutually agreed addendum to the FY26 budget, titled "Addendum to Hayden Regional Sewer Board 2025-2026 Budget", provides for the project not to be a joint project, but that the HARSB Board supersedes this requirement by allowing the project run as a joint project for the benefit of its customers and the public, providing further that where this MOU and the aforementioned addendum may be in conflict, this MOU shall supersede the addendum; and

WHEREAS, the purpose of this MOU is to set forth mutually agreed upon understanding of how the parties will proceed with communication and cooperation on coordination and implementation of the joint Project;

NOW, THEREFORE, the parties agree as follows:

III. AGREEMENT

A. Hayden Area Regional Sewer Board hereby agrees to:

1. Fund the engineering design, project management, construction management, and construction observation, for HARSB's pressure sewer line.
2. Prepare and submit final pressure sewer line plans and specifications to the City by _____, for incorporation into the Project bid documents as a Bid Schedule specific to HARSB (hereinafter referred to as the "HARSB Bid Schedule"). The scope of Schedule _____ is generally described as follows:
 - a. [Insert project description]
 - b. Mobilization and traffic control pay items listed under Schedule _____ as required to complete work associated with the sewer line.
3. Review bids received by the city for bid schedule . If bids received contemplate that HARSB total project costs do not exceed \$1,100,000.00, then the Parties agree that the bids may be approved by a majority vote. If the bids received contemplate that HARSB total project costs exceed \$1,100,000.00, then the approval of such bids must be by unanimous approval of the HARSB Board.
4. Attend the pre-construction meeting and be available for questions from the City's representatives.
5. Provide onsite construction inspection for work related to HARSB's pressure sewer line. All sewer line installation shall be approved in the field by the Owner or Owner's representative prior to backfill.
6. Diligently address issues and concerns with the City during construction to facilitate assurance of a quality project.

B. City of Hayden hereby agrees to:

1. Incorporate HARSB provided plans and specifications into the proposed Project bid documents for competitive public bidding.
2. Provide design, management, construction and funding for the Project.
3. Provide timely and prompt communication and comment to HARSB and its agents regarding roundabout design that will affect the proposed sewer line.

4. Provide timely and prompt communication and comment to HARSB and its agents on Plan review for the sewer design and associated appurtenances.
5. Provide HARSB specific Bid Schedule bid results to HARSB for review. The City will not award HARSB specific Bid Schedule until HARSB has provided concurrence to accept bid as not being in excess of the allocated amount in the FY26 budget and as provided in III.A.3.
6. Award the contract, execute the agreement with the contractor, administer and manage the Project.
7. Provide timely and prompt communication and comment to HARSB and its agents on Construction progress and sewer line installation schedule.
8. Ensure that the Contract documents require that the existing HARSB infrastructure is protected in the field during construction.
9. Diligently execute the contract and represent the Project interests in any and all Project work performed by the contractor regarding contract specifications, quality of construction and potential Bid additions or deletions completed by the contractor. City shall not represent HARSB, beyond ensuring that the terms and conditions of the contract between the City and the successful bidder are fully performed. Any additions, modifications or alterations to the contract between the City and the successful bidder that affect HARSB will be conveyed to HARSB in a timely manner so as to allow HARSB to have meaningful input property to said changes going into effect.
10. Prevent and assure no liens are filed against HARSB or its infrastructure due to non-payment for contract work, by requiring the posting of payment and performance bonds naming the City and HARSB in accordance with applicable Idaho law.

C. It is further agreed by the parties:

1. The success of the Project depends on the mutual cooperation and on timely and prompt communication between the parties and their respective agents so as to avoid and work together to promptly resolve any disputes that may arise from or relate to the terms of this MOU.
2. This MOU may be modified by mutual written agreement and shall remain in effect until the Project is completed.
3. The City releases HARSB from any and all liability, claims, damages or suits arising from the acts, omissions or negligence of the City and/or its elected or appointed officials, agents and employees. Further, the City will indemnify and hold HARSB harmless from any and all liability, claims, damages or suits arising from the acts,

omissions or negligence of the City and/or its elected or appointed officials, agents and employees, to the extent the same are not caused by HARSB's negligence.

4. HARSB releases the City from any and all liability, claims, damages or suits arising from the acts, omissions or negligence of HARSB and/or its appointed officials, agents and employees. Further, HARSB will indemnify and hold the City harmless from any and all liability, claims, damages or suits arising from the acts, omissions or negligence of HARSB and/or its appointed officials, agents and employees, to the extent the same are not caused by the City's negligence.
5. Upon completion of the work and acceptance by each party of the work respecting its own infrastructure, each party shall be responsible for the future maintenance of its respective infrastructure.

Dated this _____ day of _____, 2026

City of Hayden

Hayden Area Regional Sewer Board

Alan Davis, Mayor

Name:

Title:

ATTEST:

ATTEST:

Abbi Sanchez, City Clerk

Name:

Title:

3. **WORKSHOP**
 - A. Planning Workshop for City Project Prioritization
4. **ADJOURNMENT**