

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

Tuesday, June 23, 2026

Regular Meeting: 5:00 PM

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

CALL TO ORDER

ROLL CALL OF COUNCIL MEMBERS

PLEDGE OF ALLEGIANCE

ADDITIONS OR CORRECTIONS

1. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of June 1, 2026 Joint City Council and Hayden Urban Renewal Agency Board Meeting Minutes
 - B. Approval of June 9, 2026 City Council Meeting Minutes

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

Tuesday, June 9, 2026

Regular Meeting: 5:00 PM

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

CALL TO ORDER

The meeting was called to order at 5:01 PM.

ROLL CALL OF COUNCIL MEMBERS

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

PLEDGE OF ALLEGIANCE

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

ADDITIONS OR CORRECTIONS

1. PRESENTATION

A. Arts Commission Logo Contest Winner

Arts Commission Chair Nancy Jones and commission member Terry Lee, along with the Mayor and City Council presented the winner of the Arts Commission logo contest, eighth-grader Sydney Gilbert from Lake City Academy.

Ms. Nancy explained that creating a dedicated logo had long been a goal for the Arts Commission, both to give the commission a recognizable artistic identity and to support its outreach efforts in the community. The commission especially wanted to involve local youth in the creative process, offering them a real-world design opportunity.

Sydney's design stood out for its representation of the community's natural beauty, vibrant colors, creativity, and strong attention to detail. Sydney was recognized as the contest winner and received her award of check for \$200. Sydney shared that she has been drawing for about a year, and the commission expressed pride and appreciation for her outstanding work.

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

- A. Approval of May 26, 2026 City Council Meeting Minutes
- B. Approval of May 28, 2026 Special City Council Meeting Minutes
- C. Approval of Pace Estates Final Plat and Acceptance of Infrastructure
- D. Approval of Warren K Industrial Park 8th Addition Consolidation Plat
- E. Approval of Thorco Electrical Construction, Inc. Agreement to Replace Two Government Way Streetlamps
- F. Ratification of May Payroll
- G. Approval of Bills for Payment

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

ROLL CALL VOTE:

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

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

3. VISITOR/PUBLIC COMMENT (3-minutes maximum)
None

4. COMMISSION REPORT

A. Public Safety Commission

Public Safety Commission Chair John Spencer reported that the Public Safety Commission now has full membership, with the recent appointment of Northern Lakes Fire Protection District's Fire Chief. Current focus remains on law enforcement trends; April's data shows theft and vandalism increasing, and animal-related calls continue to be the most frequent. The commission has no new recommendations but is open to council direction.

Matrix, the consultant selected for the law enforcement strategic plan, is on schedule for an August report. Their only remaining challenge is retrieving CAD data from the sheriff's office, but they expect to resolve it. Matrix will participate in upcoming community outreach events and is continuing interviews with council members.

5. UNFINISHED BUSINESS

A. Planned and Proposed Temporary Traffic Signals — Project Update

Public Works Director Alan Soderling updated the council on upcoming construction at the Ramsey–Honeysuckle intersection, where a full closure will be required to build a roundabout. With this closure and other area construction like on Prairie Avenue, staff anticipates significant traffic impacts on Hayden Avenue.

To improve traffic flow during the three-month closure, staff proposed renting temporary portable traffic signals for the Hayden–Ramsey intersection. These could be timed to prioritize Hayden Avenue and reduce congestion. The estimated cost is about \$16,000 per month, or roughly \$48,000 total. Setup could occur within two weeks if approved.

A more permanent temporary signal (a span-wire installation) was also discussed, but it would cost around \$100,000 and would require right-of-way that is not yet secured.

Council acknowledged that traffic will be heavily impacted without mitigation and expressed general support for moving forward with the temporary signal rental. Members also noted that public expectations may increase once traffic improves and reiterated that the long-term plan is a full roundabout at Hayden and Ramsey, though right-of-way acquisition may take several years.

Staff will bring forward an item for council action at a future meeting.

NEW BUSINESS

B. ACTION ITEM PZE-26-0035 Monaghan Estates Preliminary Plat Request - Deliberations Only

Mayor and Council had no ex parte communications or conflicts of interest.

Council held deliberations (no new testimony) on the Monahan Estates preliminary plat. The primary concern focused on preventing left-turn movements from the subdivision onto Honeysuckle near the existing roundabout. Staff explained that a concrete median with vertical delineators, similar to installations on Prairie west of Ramsey, will be used to physically restrict left turns. Larger concrete barriers were discussed, but staff advised they would create safety hazards.

Council members expressed concerns about drivers attempting to bypass restrictions, but staff emphasized that enforcement, rather than heavier infrastructure, is the appropriate response. The design also avoids directing arterial traffic into residential neighborhoods and maintains required secondary emergency access. A full fourth leg into the roundabout is not feasible due to design, safety, and geometric constraints.

Council noted that the roundabout already slows traffic, reducing collision risk for vehicles entering/exiting the subdivision. No additional major concerns were raised, and discussion concluded with council prepared to move into decision-making.

MOTION: Council Member Erickson moved to approve PZE26-000035 Monahan Estates preliminary plat request with planning and zoning commission's recommended conditions based upon testimony received at the planning and zoning commission public hearing and the record of the request. Council President DePriest provided the second.

ROLL CALL VOTE:

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

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

C. **ACTION ITEM** 2026 Honeysuckle Beach Concessions Agreement with All State 38, Inc.

There was no council discussion.

MOTION: Council Member Shafer moved to approve the 2026 Honeysuckle Beach Concessions Agreement with All State 38, Inc. Council Member Erickson provided the second.

ROLL CALL VOTE:

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

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

D. Consider Proposal to Open City Hall for Public and Private Events

Council revisited whether City Hall should be available for events. City Administrator Lisa Ailport presented two options:

1. opening the building for public or private use, or
2. allowing council members to request approval from the full council to hold educational, city-related meetings on behalf of the City.

Staff noted that opening City Hall to all users would require a formal application process addressing costs, access, security, equipment use, and consistent treatment of all requestors, and added that most Idaho cities do not permit private use of their council chambers. Allowing council-initiated events could avoid some of those issues but raised concerns about consistency, perceived favoritism, and legal limits on using public resources for anything that may resemble political activity. Staff emphasized additional challenges, including Idaho Code restrictions on political advocacy using city facilities, the need for staff presence due to security and after-hours access limitations, and the administrative burden of developing a comprehensive policy.

Council discussed the value of increased public engagement but also acknowledged the logistical and legal complications. Suggestions included continuing to use the Hayden Library for meetings held by a council member, holding periodic council-wide town halls, or waiting for a future civic/community center that could better accommodate public meetings. No action was taken. Council agreed that the topic may return for future discussion, and staff offered to work with interested council members to explore options before bringing a policy proposal forward.

6. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport provided the quarterly update on council-approved priorities, noting that each item includes a brief status summary. Some items, such as aligning ordinances with the comprehensive plan, require more extensive work and do not yet have specific updates. She emphasized that adding new priorities or shifting staff focus will impact progress on the existing list.

Council members noted the value of the annual strategic planning sessions held early each year, particularly for onboarding new members and informing the budget process.

The upcoming joint meeting with the Planning and Zoning Commission scheduled for June 15 was also confirmed.

~~B. Law Enforcement~~

C. Mayor/Council

Mayor Davis announced upcoming community events, including the Bike Rodeo on June 24 and the Dog Days of Summerfest on June 27, and encouraged council attendance. He also asked whether council members planned to attend one of the upcoming law enforcement open houses; several confirmed availability, while two members noted they would be out of town.

Council Member Erickson reported that the Panhandle Area Council's audit review showed all findings in order with no issues to report.

Mayor Davis requested that a council member volunteer to serve as an alternate on the Kootenai Metropolitan Planning Organization Board and asked members to email

the City Clerk if interested. The next budget workshop is scheduled for June 17 at 1 p.m.

7. REQUEST FOR FUTURE AGENDA ITEMS

None

8. 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)(c) To acquire an interest in real property which is not owned by a public agency
- B. 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 Member Shafer moved for the meeting to enter executive session under Idaho Codes 74-206(1)(c) and (f). Council Member Erickson provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor of the members present and the meeting entered executive session at 6:33 p.m.

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

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor of the members present and the meeting to exit executive session at 6:59 p.m.

9. ADJOURNMENT

The meeting was adjourned at 6:59 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

C. Approval of Hayden Days Entertainment Agreement with Ruby Frog Entertainment



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: June 10, 2026

Agenda Item: Approval of 2026 Hayden Days Entertainment Agreement with Ruby Frog Entertainment Inc.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends approval of the 2026 Hayden Days Entertainment Agreement with Ruby Frog Entertainment Inc.

Functional Impact of Authorizing

Approving the agreement allows for DJ Services to play music and make announcements throughout Hayden Days, as well as announce the Hayden Days Parade and serve as the master of ceremonies for the Hayden's Got Talent Show on Saturday. Ruby Frog Entertainment Inc. has provided DJ services since 2017 and has done an excellent job.

Functional Impact of Not Authorizing

By not approving the agreement, it would affect the success of Hayden Days. The services they provide are critical to conducting the parade and talent show, as well as making lost-child, vendor, sponsor and other announcements throughout the event. It would be difficult to run Hayden Days without the DJ services Ruby Frog Entertainment Inc. provides.

Fiscal Impact

Per the agreement, the City of Hayden will pay Ruby Frog Entertainment Inc. \$1,150.00 for their services during Hayden Days. The City also obtains sponsorships to help offset the cost of entertainment during Hayden Days.

Budget Funding Source/Transfer Request

Sponsorship monies are receipted into GL Account 110-750-41201 cc 1153, and the contract is paid from GL Account 110-721-58001 cc1153. Both accounts are named Community Special Events-Hayden Days.

Attachment

2026 Hayden Days Entertainment Agreement with Ruby Frog Entertainment Inc.

HAYDEN DAYS ENTERTAINMENT AGREEMENT

The city of Hayden, a political subdivision of the state of Idaho, (hereinafter "CITY"), enters into this Agreement with Ruby Frog Entertainment Inc., 303 East Garden Avenue, Coeur d'Alene, ID 83814 (ARTIST) (hereinafter "ARTIST").

WHEREAS, the CITY wishes to provide a special event (hereinafter "Performance or Performances") at its property located at McIntire Family Park during the 2026 Hayden Days event under the direction of the city of Hayden;

WHEREAS, ARTIST possesses particular knowledge, talent, training and skill to provide certain public entertainment; and

WHEREAS, the CITY possesses property and has scheduled entertainment events to be held in conjunction with its annual Hayden Days event,

THEREFORE, the parties mutually agree as follows:

1. DUTIES OF ARTIST

- A. **PERFORMANCE**: ARTIST shall at such time on such days as it may be required, undertake its performance consisting of the following:
 - a. Playing music and making announcements during the Hayden Days event from 2:00-6:30 p.m. or through first intermission of the band on Friday, July 24, 2026 and 9:30 a.m.-5:30 p.m. on Saturday, July 25, 2026 when there is down time between scheduled performances.
 - b. Announcing the Hayden Days parade on Saturday, July 25, 2026, from 10:00-11:00 a.m. or whenever the parade ends. Set up begins at 9:30 a.m.
 - c. Setting up, running sound, announcing, and master of ceremonies for the Hayden's Got Talent Show on Saturday, July 25, 2026, from 12:00-2:00 p.m. or whenever the show ends (times subject to change).
 - d. The Performance shall be conducted at the McIntire Family Park, 8930 North Government Way, Hayden, Idaho. The ARTIST shall refrain from any lewd or obscene gesture or language during or as part of the performance.
- B. **EQUIPMENT**: ARTIST shall supply all equipment required for ARTIST's Performances and ARTIST's staff are required to run said equipment.
- C. **INDEMNIFICATION**: ARTIST agrees to indemnify, defend, and hold harmless CITY and all its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the Performances and/or any activities of ARTIST, ARTIST's agents, employees, or representatives under this Agreement.
- D. **INSURANCE**: ARTIST 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 ARTIST, all ARTIST'S employees, CITY 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 ARTIST'S acts. ARTIST shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided, and require insurer to notify CITY ten (10) days prior to cancellation of said policy.
- E. **DIRECTIVES**: ARTIST shall comply with and abide by any reasonable and lawful directives issued by any authorized agent of the CITY.
- F. **COMPLIANCE WITH LAW**: ARTIST shall comply with and abide by all federal, state and local laws, rules, regulations and ordinances.

- G. HAZARDOUS WASTE: ARTIST shall be legally responsible for any hazardous waste it may generate or environmental contamination it may cause to CITY property by its performance and shall indemnify CITY, therefore.
- H. SPONSORSHIP: ARTIST shall fully cooperate with the CITY and any sponsor that the CITY obtains for the Event. ARTIST shall do all things reasonably necessary to accommodate that sponsorship.
- I. ENDORSEMENTS: ARTIST shall make no commercial endorsements of any product or business during any performance at Hayden Days 2026, unless specifically approved in writing by CITY'S authorized agent.
- J. SUSPENSION/CANCELLATION: ARTIST shall be present and ready to perform at Hayden Days on Friday, July 24, 2026, from 2:00-6:30 p.m. or through first intermission of the band and Saturday, July 25, 2026, from 9:30 a.m.-6:30 p.m. ARTIST shall be ready, willing, and able to perform each and every Performance under this Agreement. The CITY and ARTIST shall mutually determine and agree in good faith to delay, suspend, or cancel any of the ARTIST's Performances when conditions are present that would render the Performance or Performances impossible, hazardous, or unsafe.
- K. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services and/or materials herein under and the ARTIST shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the ARTIST will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture and require forfeiture of any payments made to ARTIST.
- L. 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 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.
- M. 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.

2. DUTIES OF CITY

- A. SITE: The CITY shall provide a space near the stage for the ARTIST's Performances.
- B. EQUIPMENT/SUPPLIES: The CITY shall provide electricity and bottled water during the ARTIST's Performances.
- C. PARKING, ACCESS AND VENDOR BOOTH SPACE: The CITY will provide access to the event site for ARTIST'S vehicles before and after the referenced event. No vehicle movement will be allowed during times of the event except in cases of emergency.
- D. COMPENSATION: The CITY shall provide the ARTIST a booth space if requested and pay the ARTIST a 50% deposit upon receipt of ARTIST'S Invoice, which totals \$1,150. The CITY will pay the ARTIST the remaining balance of \$575 by Friday, July 18, 2026.

3. MISCELLANEOUS PROVISIONS

IT IS FURTHER UNDERSTOOD THAT:

- A. INDEPENDENT CONTRACTOR: The parties agree that ARTIST and all its employees are independent contractors of CITY and in no way are employees or agents of CITY and are not entitled to workers compensation or any benefit of employment with the CITY. CITY shall have no control over the performance of this Agreement by ARTIST, except to specify the time and place of performance and the results to be achieved. ARTIST agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.
- B. COMMISSION: There is to be no commission deducted from the payment for any other agent or agency.
- C. JURISDICTION AND VENUE: This Agreement shall be governed and interpreted by the laws of the State of Idaho with venue in the County of Kootenai, State of Idaho.
- D. ATTORNEY FEES: In the event of any litigation arising under, or as a result of, this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.
- E. SEVERANCE: In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.
- F. MODIFICATION: This Agreement may be modified or amended only by a writing duly executed by both parties.
- G. MERGER: This writing embodies the entire agreement of the parties, and they expressly acknowledge that there are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.
- H. NOTICES: All notices required hereunder shall be given in writing by mail to:

CITY:
City of Hayden
8930 N. Government Way
Hayden, Idaho 83835

ARTIST:
Ruby Frog Entertainment
303 E. Garden Avenue
Coeur d'Alene, ID 83814

DATED this 9th (day) of June, (month) 2026 (year).

CITY

Alan Davis, Mayor

ARTIST

Holly Hansen
Ruby Frog Entertainment

Its

Owner/Operator

ATTEST:

Abbi Sanchez, City Clerk

D. Approval of 2026 FunFlicks Outdoor Movies Screen Rental Contract



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: June 10, 2026

Agenda Item: Approval of 2026 FunFlicks Outdoor Movies Screen Rental Contract

Agenda Item Location

Consent

Recommended Action or Motion

Staff recommends approval of the 2026 FunFlicks Outdoor Movies Screen Rental Contract.

Summary

The City has had movie nights at McIntire Family Park since 2014 and has rented the screens from FunFlicks Outdoor Movies each year. The schedule this year is to show Goat as a finale to the summer event season on Friday, August 21.

Functional Impact of Authorizing

The Richards Family has graciously sponsored the movie night again this year, which covers the screen rental, movie licensing, movie and supplies (if needed), so there are no hard costs to the City.

Functional Impact of Not Authorizing

If movie nights are canceled, it will reduce the number of special events the City offers each year, as well as removing a fun, family-friendly event from our community.

Fiscal Impact

Sponsorship money has been received to cover the expenses for the movie night in the park, so there are no hard costs associated with this event.

Budget Funding Source/Transfer Request

Revenues through Sponsorship:

Community Special Events-Movie Night, GL# 110-750-41201 cc1156 - \$1,500.00

Expenses:

Community Special Events-Movie Night, GL# 110-721-58001 cc1156 - \$1,498.96

Screen Rental – \$948.96

Movie Licensing – \$525.00

Movie Purchase – \$25.00

Attachment

FunFlicks Outdoor Movies Contracts for August 21, 2026



Invoice

If printing and mailing your contract to us, please mail to:
12128 N. Division St. #152 Spokane, WA, 99218
FAX: 509-590-2456

****NOTE: SET YOUR PRINTER TO "FIT or SHRINK TO PAGE" for best printing results****

Billing Information

City of Hayden
Alan Davis
8930 North Government Way
Hayden , ID 83835
Home Phone: (208) 209-1080
Cell Phone: (208) 660-7142
Office Phone: (208) 209-1083

Delivery Location

McIntire Family Park
Alan Davis
8930 North Government Way
Hayden , ID 83835

Order No:	65066351
Order Date:	6/10/2026
Rep:	
Screen Rental Date:	8/21/2026
Arrival Time:	6:15pm
Movie Start Time:	7:45pm
Movie End Time:	10:15pm
Delivery Method:	Fully Staffed - WA
Surface Type:	Grass - No Stakes - Weights Required

Name	Qty	Total
21-ft Premiere Movie Screen	1	\$750.00
All Projection, Sound & Cables	1	\$0.00
Weekday Weather Plan Sun-Thu	1	\$0.00
Order subtotal		\$750.00
Discount		\$0.00
Surcharge*	8.25%	\$74.34
Delivery		\$124.62
Staffing		\$0.00
Total		\$948.96
Amount Paid		\$0.00
Balance Due		\$948.96

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until we have received your signed contract (either online, fax or mail)_

Event Rental Agreement

Our goal is to provide you with friendly, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation. By making your deposit payment or payment in full, you are agreeing to these terms and conditions described on the front invoice and below. Please read the following and feel free to call anytime with questions or concerns.



DEPOSITS & FINAL PAYMENTS OR PURCHASE ORDERS

DEPOSITS: An initial deposit in the amount of 50% of your event total is required to confirm your event date along with a signed copy of this contract. This deposit is non-refundable inside 21 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed contract.

FINAL PAYMENTS: Your screen rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system. **There is a \$35 charge for all returned checks.**

PURCHASE ORDERS: If you, your organization, school, business or agency processes all payments via PO# then please contact us and make arrangements for payment. Instead of deposit, a copy of the approved PO# emailed, faxed or mailed to us with the confirmation, along with the signed contract we sent you will hold your date on our calendar. Then all payments are to be made to FunFlicks within 30 days from completion of the event on the scheduled date. If cancellation has to occur, full payment will be made to FunFlicks if no option for rescheduling is available, and is subject to FunFlicks availability for reschedule.

Initial Here: _____

CANCELLATION FEE POLICY

We always give you 6 full months to reschedule your event date instead of forfeiting funds	
Cancellation Inside 14 Days from Event Date	No Refund
Cancellations 15-29 Days from Event Date	1/2 of Deposit Refunded
Cancellations 30+ Days from Event Date	Full Refund, Less a \$39 Fee

Initial Here: _____

RESCHEDULING FEE POLICY

We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else.

This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)

Rescheduling Inside 14 Days from Event Date	\$149 Fee
Rescheduling 15-29 Days from Event Date	\$99 Fee
Rescheduling 30+ Days from Event Date	\$39 Fee

INFORMATION & TERMS

Your movie rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly Fun Flicks Technical Host will provide you with everything you see listed here:

- Giant Inflatable Movie Screen
- LCD High Definition (HD) Projection
- Amplified Concert Grade Speakers
- Blu-ray Player

- Sound Mixer, Including Microphone
- Standard Rental Time is 2 1/2 Hours (ask about our Double Feature to make it 5 hours!)



Screen Sizes and Projection Distances

10-foot screen: 11' Tall x 12' Wide x 4' Deep + Add 10' for Projector Table **(16:9 Widescreen) (9x5 Viewable area)**

16-foot screen: 16' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table **(4:3 Full Screen) (12x9 or 12x7 Viewable area)**

21-foot screen: 16' Tall x 22' Wide x 16' Deep + Add 15' for Projector Table **(4:3 Full Screen) (16x9 Viewable area)**

26-foot screen: 22' Tall x 30' Wide x 21' Deep + Add 25' for Projector Table **(16:9 Wide Screen) (20x12 Viewable area)**

32-foot screen: 25' Tall x 34' Wide x 25' Deep + Add 30' for Projector Table **(16:9 Wide Screen) (25x16 Viewable area)**

40-foot screen: 28' Tall x 40' Wide x 28' Deep + Add 35' for Projector Table **(16:9 Wide Screen) (30x17 Viewable area)**

We place a large tarp on the ground that is equal to the above dimensions. The inflated screen will sit on the tarp. The sound system sits just in front of the screen at the corners. The projector will sit on our projection table approximately 10-35 feet in front of, or behind the screen (for rear projection), depending on screen size. The projector table is not tall and your guests can sit in front of, behind or beside the projector table. The screen **will NOT** fit under most awnings, pavilions or many trees due to the height.

EVENT DAY RESPONSIBILITIES

Initial Here: _____

1. RENTAL PERIOD: Please verify the Movie Start Time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Host is expecting a 2 - 2.5 hour event (not including setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**

Initial Here: _____

2. EVENT DAY CONFIRMATION CALL: You must be available to take our call between 11:00 AM - 1:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your function. We will also discuss details about your event Host and weather. **We are not able to dispatch our FunFlicks Host, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call, if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 15 MPH)

Initial Here: _____

3. FUNFLICKS HOST ARRIVAL: Your FunFlicks Host will arrive approximately 1 hour before Movie Start Time indicated at the top of this contract (1.5 hours prior for Popcorn Events). Your FunFlicks Host will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Host may be delayed due to traffic and other circumstances. **We don't consider a Host late unless the movie did not start on time.** If your Host is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 30 minutes. We tell the Hosts to arrive 1 hour prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Host to have a complete set-up ready by the official Movie Start Time indicated at the top of this contract.

Initial Here: _____

4. FUNFLICKS HOST RESPONSIBILITIES: Fully hosted events are subject to host availability and are not guaranteed. This means that we reserve the right to have our host deliver, setup and break down your equipment as scheduled, but not stay on-site during the entire event. Your FunFlicks host is provided to deliver & setup equipment, change media, connect gaming consoles & serve popcorn (where applicable), make adjustments and breakdown equipment at the end of your rental period. Our hosts love to help and will do just about anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.

Initial Here: _____

5. PARKING & UNLOADING: Customer must provide an area for parking and unloading within a reasonable distance from equipment setup location, including any permits or passes needed. We are not responsible for a late start time if our host is required to unload from a far distance.

Initial Here: _____



6. SETUP & BREAKDOWN OF EQUIPMENT: Fully hosted events are subject to host availability and are not guaranteed. We reserve the right to drop off equipment at your location. If we must drop off equipment for your event, it is agreed that a FunFlicks representative is the only person to deliver, setup, breakdown and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain, customer is expected to move and/or cover equipment to protect it from water damage.

Initial Here: _____

7. SCREEN LOCATION, SIZE & SURFACE TYPE: You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground and securing ropes to the screen. If your event is held on concrete or other surface that will not accept stakes, **you will need to provide weighted items to tie off to.** Examples would be 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 50+lbs. We would require 4-8 weighted items depending on wind that night. If there are sprinkler systems in the area, please ensure they are turned off for the day of as well as thru the duration of your rental period.

Initial Here: _____

8. LIGHTING: Make sure there is the least amount of light possible in the area where the screen will be located. Because our screens are capable of both front & rear projection (16' & 21' ONLY), any lights behind the screen will be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.

Initial Here: _____

9. ELECTRICAL REQUIREMENTS: You must provide 1 110volt/20amp electric circuits/breakers. For distance over 100 ft from screen setup location, you must also provide 12 gauge extension cords. We provide the first 100' as part of our setup. Screen location can be no farther than 300 ft since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 3500+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if a customer provided generator will not power our equipment. Generators are available from us at an additional charge.

Initial Here: _____

10. CUSTOMER PROVIDED MEDIA: You are responsible for providing a commercial DVD or Blu-ray disc for your event.

A. We are not responsible for custom burned media that does not work in our equipment.

B. Any public performance licenses associated with any movie or media to be played or any other permits required by any regulation are the sole responsibility of the customer.

Initial Here: _____

11. NON-MOVIE EVENTS: If you are using our equipment for something other than a movie, please note the following:

- a. **Live TV Events:** Customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV Events require an additional \$100 charge as part of your reservation.
- b. **Video Gaming Events:** Customer is responsible for providing all video game consoles, games, controllers and any other equipment need to play UNLESS you made arrangements and purchased the Fun Flicks "Provided" Video Game Package which is base on availability and not available at all locations. FunFlicks can and will provide the adapters needed to connect your own gaming console to our projection and sound system if needed. The use of video gaming on our system any time during your event requires the purchase of the Video Game Option as part of your reservation. If you are doing video games and a movie, you must stay in the 2 1/2 hour "use time" for your event, OR purchase the "Double Feature" for \$99 giving you a total of 5 hours. The "Double Feature" must be added to your package before the event date and can not be added during the event. **NOTE:** HDMI connections are not supported and your game system must have RCA connections to work with our systems.
- c. **Laptop/PC Connections & Presentations:** Our projection systems support VGA connections for video. Customer is responsible for providing a working laptop/PC with a VGA connection. We are not responsible for incompatibility with your system, software or connection types.

Initial Here: _____

12. CUSTOMER RESPONSIBILITY: *Full payment for damage to equipment or labor for cleanup of damages caused due to the recklessness, vandalism, neglect, accident or sprinkler systems directly*

caused by the acts or omissions by the City shall be the responsibility of the City. Full payment for any such damage to equipment and the labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet.

This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment.

WEATHER POLICY:

Initial Here: _____

We DO NOT cancel your event for weather related reasons until the day of your event.

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

50%+ CHANCE OF RAIN: If there is a 50%+ chance of rain or if winds are forecasted to be 18+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to cancel your rental for that date in order protect our equipment and the safety of our hosts. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

LESS THAN 50% CHANCE OF RAIN: We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

Initial Here: _____

PROCEED/POSTPONE WEATHER OPTIONS: It is agreed by both parties that www.weather.com (<https://www.weather.com/>) is the tool used to verify weather percentages. Simply visit www.weather.com (<https://www.weather.com/>) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following four options:

1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan chosen during your reservation (Weekday or Weekend).
3. **Take Your Chances:** If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
4. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with your selected Weather Assurance Plan.

Initial Here: _____

FunFlicks does not refund event payments in case of weather related cancellations. You will have 6 months to reschedule your movie screen rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that you chose at the time of your booking. FOR 12' AND 18' SCREENS, RESCHEDULE DATES ARE LIMITED TO SUNDAY-THURSDAY unless you purchased an upgrade to the weekend Weather Assurance Plan at the time you made your reservation. All other screen sizes will have a Weather Plan commensurate with the day of the week originally booked.

ADVERTISING, PHOTOGRAPHS & PROMOTION: The Lessee gives its full consent and permission to FunFlicks Outdoor Movies of Texas its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this Event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

MALFUNCTIONING EQUIPMENT: If the equipment malfunctions or fails as a result of normal use during an event, FunFlicks will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. FunFlicks is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. FunFlicks will make every attempt to provide a successful screen rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of



malfunctioning equipment. FunFlicks will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this contract. Any rescheduled event is subject to availability at the time of cancellation or postponement.



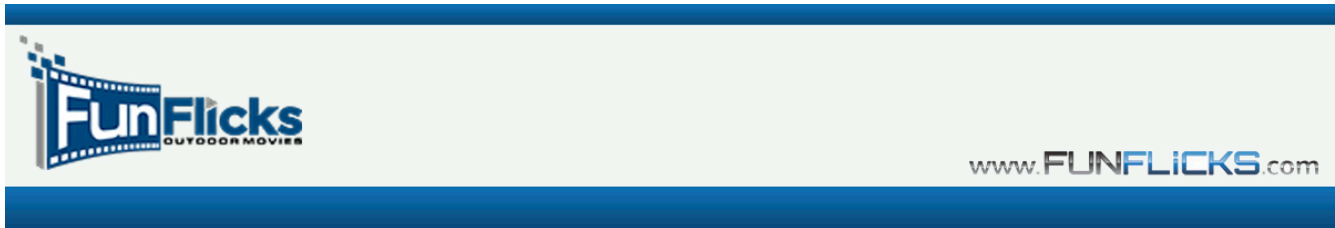
I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Alan Davis

Printed Name



Privacy Policy (<https://rental.software/quotes/privacy>)

E. Approval of Payments to 2026 Hayden's Got Talent Winners



Memo

To: Mayor and Hayden City Council
From: Suzanne Cano, Recreation and Community Events Director
CC: Deede Collins, Assistant Treasurer
Date: June 10, 2026
Agenda Item: Memo to Approve Payments to 2026 Hayden's Got Talent Winners

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends approval of this memo that allows for payments by checks to the 2026 Hayden's Got Talent Winners.

Functional Impact of Authorizing

Approval to pay Hayden's Got Talent Show (HGT) winners' payments ensures that the talent show will be held the afternoon of Saturday, July 25, during the Hayden Days event and winners will be paid in a timely manner. Because the winners of the HGT Show are unknown when invoices are due to the Finance Department for the July 14 City Council meeting, this memo serves as an approval to cut checks and have them ready for winners to pick up by Wednesday, July 29.

Functional Impact of Not Authorizing

By not approving this memo, winners would have to wait almost three weeks for their prize money, which could discourage participation and make it difficult to conduct the HGT Show now and in the future.

Fiscal Impact

The City will pay all the HGT winners a sum total of \$1,000.00 (\$550.00 for 1st place, \$300.00 for 2nd place and \$150.00 for 3rd place.) Zply Fiber is the sponsor of Hayden's Got Talent and will pay the City \$1,500.00 to offset the prize money and any expenses associated with conducting the talent show.

Budget Funding Source / Transfer Request

Sponsorship monies are receipted into GL Account 110-750-41201 cc 1153, and the HGT winners, as well as any expenses associated with the show, are paid from GL Account 110-721-58001 cc1153. Both accounts are named Community Special Events-Hayden Days.

Attachment

No documents are attached. This memo is for payment-approval purposes only.

F. Approval of the Appointment of Kyle Jackson to the Veterans Commission



Memorandum for Record

To: City Council
From: Alan Davis, Mayor
CC: Shawn Langenderfer, Deputy City Clerk
Date: June 23, 2026
Re: Nomination of Individual for Veterans Commission

Purpose.

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

General.

The following individual is selected to serve on the Veterans Commission:

Mr. Kyle Jackson Hayden, ID 83835

Term of Appointment.

June 23, 2026 – December 31, 2027

G. Approval of PZE-26-0035 Monaghan Estates Subdivision Preliminary Plat Written Decision



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: June 17, 2026

Agenda Item: PZE-26-0035 Monaghan Estates Subdivision Preliminary Plat Written Decision

Agenda Item Location

Consent Calendar

Recommended Action or Motion

The City Council should approve the Written Decision attached if it is an accurate account of the decision of the City Council with respect to the request identified above.

Functional Impact of Authorizing

Should the City Council approve the Written Decision, then the applicant may enter into a Master Development Agreement for the project and submit construction plans in accordance with the decision.

Functional Impact of Not Authorizing

Should the City Council not approve the Written Decision, then the Council shall direct staff accordingly as to the revisions requested to memorialize the decision of the Council approving the request.

Fiscal Impact

Not Applicable

Budget Funding Source / Transfer Request

Not Applicable

Attachment

PZE-25-0035 Monaghan Estates Subdivision Written Decision

WRITTEN DECISION

PZE-26-0035 Monaghan Estates Subdivision Preliminary Plat

The application of **Olson Engineering, Inc, on behalf of the owner, Aspen Homes and Development, LLC**, requesting approval for the Preliminary Plat of a 20-lot single family residential subdivision to be known as PZE-26-0035 Monaghan Estates Subdivision and located north of West Honeysuckle Avenue and North Fourth Street was **APPROVED** with Conditions by the Hayden City Council.

City Council Motion on June 9, 2026: At the conclusion of the City Council deliberation, Councilmember Erickson moved and Council President DePriest seconded the motion to approve with conditions the file PZE-26-0035, finding the request IS in accord with the standards of Hayden City Code and the adopted comprehensive plan, based upon the record of the request.

FINDINGS:

12-3-4(F) Standards of Approval: The applicant has demonstrated that all existing and proposed infrastructures meets or can be constructed prior to final plat or within the approval duration identified in 12-3-4(G) from the date of City Council approval of the master development agreement which approves the preliminary plat to meet the following standards:

HCC §12-3-4 (F) (1): Infrastructure can/cannot be constructed to function in a manner that promotes the public health, safety, and welfare.

HCC §12-3-4 (F) (2): Infrastructure can/cannot be constructed and located in an orderly manner that accommodates ongoing maintenance needs when taking into consideration collocation of other infrastructure.

Staff: *Standard #1 & #2 may be addressed throughout the remainder of the staff analysis and the applicant's narrative.*

HCC §12-3-4 (F) (3): Infrastructure is/is not or will/will not be in compliance with applicable city, state, and federal policies and regulations as follows:

- a) Provisions have/have not been made for a water supply system that satisfies city, Idaho Department of Environmental Quality (IDEQ), and NLFPD requirements.

Applicant: *See applicant's narrative on page 28.*

Staff: *Avondale Irrigation District (AID) provided a Conditional Will Serve Letter dated March 23, 2026. Idaho Department of Water Resources identified the project would be served by Avondale Irrigation District and had no concerns with the proposal. They also noted the project could be served by North Kootenai (found on page 9). NLFPD provided comments as shown in Public Comments attached in Boardbook.*

- b) Provisions have/have not been made for a public sewage system in accordance with the city and Hayden Area Regional Sewer Board's (HARSB) adopted sewer master plans, as amended, that satisfied city, HARSB, and IDEQ requirements and that the existing or proposed systems can accommodate the proposed sewer flows.

Applicant: See applicant's narrative on page 28.

Staff: City of Hayden provided a Will Serve Letter dated March 13, 2026. The project site is wholly within the H-1 basin. "The intent and willingness of the City of Hayden to serve and treat sewer for the property described in this letter. However, this service is limited based on capacity available at the time of connection in the City's collector sewer lines [in the H-1 Basin] and capacity for treatment at the Hayden Area Regional Sewer Board's treatment facility. Please be advised that the City of Hayden has no singular jurisdictional authority over treatment and capacity at the sewer treatment plant and therefore cannot independently or expressly authorize expansion, enlargement, or extension of the facility, should capacity at the treatment plant be reached at the time of connection."

- c) Provisions have/have not been made for stormwater systems that satisfy the City and IDEQ requirements.
- d) Provisions have/have not been made for streets that are consistent with the adopted transportation plan, as amended, and the transportation element of the adopted comprehensive plan, as amended and that satisfies the City, ITD, adjacent jurisdictions, and local highway district requirements. Where cul-de-sacs are proposed, they are required to be approved administratively by the City Engineer who shall determine that they are limited to portions of developments in which street continuity is not foreseeable due to property configurations and/or that they are needed to address site-specific conditions. A cul-de-sac shall be limited to 400' in length measured from the edge of adjacent street right-of-way to the back of the cul-de-sac, unless an exception to this standard is allowed by the City Engineer.
- e) Provisions have/have not been made for parks and open space that are consistent with the adopted parks master plan, as amended, and that satisfies the city's requirement.

Applicant: Applicant: See applicant's narrative on page 28.

Staff: See staff analysis beginning on page 3.

PZC Hearing: See page 3 of the Written Recommendation or the PZC Minutes of the public hearing on May 18, 2026.

HCC §12-3-4 (F) (4): Provisions have/have not been made for erosion controls and geo-hazards stabilization both during construction and as needed for permanent controls to the satisfaction of the city.

HCC §12-3-4 (F) (5): Provisions have/have not been made for gas, power, telecommunications, mailboxes, and similar infrastructure.

HCC §12-3-4 (F) (6): Provisions have/have not been made for driveway locations that take into consideration the width and location of the driveway in relation to the location of snow storage, utility boxes, crosswalks, adjacent roads, mailboxes and the like.

Applicant: See applicant's narrative on page 28.

Staff: See Staff Analysis page 7.

PZC Hearing: See page 4 of the Written Recommendation or the PZC Minutes of the public hearing on May 18, 2026.

HCC §12-3-4 (F) (7): The area proposed for subdivision is/is not zoned for the proposed use and the use conforms to other requirements found in this code.

Applicant: See applicant's narrative on page 28.

Staff: See Staff Analysis beginning on page 7. As the purpose of the zoning ordinance is made in accordance with a comprehensive plan, the analysis includes much of the comprehensive plan. This analysis begins on page 7 of the staff analysis. Additionally, as always, the full Goals and Policies may be found in the Appendix beginning on page 24.

PZC Hearing: See page 4 of the Written Recommendation or the PZC Minutes of the public hearing on May 18, 2026.

HCC §12-3-4 (F) (8): The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that in most cases, off-site improvements will be dealt with through the agreements.

Staff: All on-site and off-site improvements shall be required of the Developer to include various agreements, infrastructure per the adopted City Code, standards, and plans.

PZC Hearing: See page 5 of the Written Recommendation or the PZC Minutes of the public hearing on May 18, 2026.

City Council Deliberations:

Council President DePriest identified his main concern to be the left-hand turning movements from the access onto Honeysuckle Avenue and how that is going to be prevented. He identified proposed traffic circulation through the other neighborhoods to Maple Avenue or to Finucane Drive, and the perception that without a substantial barrier, drivers would take their chances and make the left anyway. This proposed access is very close to where drivers come out of the roundabout.

Dulci Kau, City Engineer, responded that most people are familiar with a pork chop, but in this case a median separation on Honeysuckle would be utilized with a curb and candlelight similar to those seen on Hayden Avenue at Highway 95.

Council President DePriest noted that folks with a larger truck could simply drive over that solution. He doesn't believe that this kind of solution is a deterrent. Ms. Kau identified that a more robust use of cement barricades also can cause a more hazardous condition.

Council President DePriest noted his continued concern in this location, and the city should be overly cautious in how this is permitted in this location

Councilmember Shafer asked if it was permissible to end the street before it entered Honeysuckle Avenue. Ms. Kau reiterated that as she had identified in the PZC public hearing, the City Code does not allow a cul-de-sac longer than 400'.

Councilmember Shafer asked if there was a mechanism to allow for a deviation of this length. Ms. Kau identified that it was evaluated by staff regarding that possibility, and due to other factors, such as the need for a second access out of the subdivision – both for this subdivision as well as the one to north. Ultimately, staff determined this was an appropriate solution.

Councilmember Shafer asked why it didn't enter the traffic circle and not farther down the street. He continued looking for clarification as to the why with respect to utilities or for traffic calming. Ms. Kau identified that both 4th Street and Honeysuckle are arterials. There are multiple reasons but didn't want to dump traffic from the arterials to a local road and to move traffic through the subdivision that was trying move north. Additionally, the addition of another leg to this roundabout for geometrics and response times, etc. would cause an entire re-design of the traffic circle.

Councilmember Shafer noted a similar concern to that Council President DePriest.

Council President DePriest asked if it was required to have two access points. Ms. Kau identified there are really two areas: 1) City Code does not allow for a dead-end road to be longer than 400', and 2) this subdivision would only have one access point.

Alan Soderling, Public Works Director, noted that this solution doesn't provide for only one movement. He noted that he isn't overly concerned with the distance to the traffic circle. Whereas, we have heard concerns related to traffic on Maple Street and on Finucane Drive which is a school route; versus Honeysuckle Avenue. He also identified that if folks disregard the deterrents in place, then they are liable.

Councilmember Erickson we have discussed one of the benefits of a roundabout as a traffic calming measure; whereas this would be of more concern if this was a free flow movement past the intersection.

General Conditions of Approval:

1. The Developer shall be required to reflect all necessary permanent dedications and/or easements (to include but not be limited to avigation, sewer, stormwater, water, utilities, etc.) on the face of the final plat of the subdivision and to record as a separate document all necessary temporary easements and to identify to whom the dedication and/or easement is to be granted and for what purpose.
2. All permits from outside agencies (ie. CDA Airport, HARSB, AID, IDEQ, NLFPD, and PHD) shall be obtained prior to construction of any future development or building permit issuance.
3. This approval shall run with the land for the term approved herein regardless of whether the property ownership, applicant and/or design professionals noted herein remain the same, whether collectively or individually.
4. Home Owners Association (HOA) documents and legal instrument providing a mechanism for funding shall be required prior to the recordation of the final plat to maintain the open space and landscaping island areas to be owned or maintained by the HOA.
5. Deeds for transfer of ownership of property to become owned by the home owners' association shall be provided to the City in the form acceptable to the City at the completion of any required infrastructure to be recorded concurrent with the final plat free of all liens and encumbrances.

Access Conditions of Approval:

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

Construction Plan Requirements:

7. The construction plan submittal shall include those requirements as identified in Hayden City Code §12-6 and more specifically as follows:
 - a. The Developer shall use the City of Hayden Sanitary Sewer system to serve future development in accordance with the adopted Sewer Master Plan. No cross country sewer alignments are allowed.
 - b. No USPS mailboxes shall be allowed on Honeysuckle Avenue. A letter (e-mail) from the US Postal Service with respect to mailbox locations shall be provided, with the intent to place the mailboxes within the subdivision on the internal streets.
8. Landscape Plans: Detailed landscaping plans conforming to the requirements of City Code, shall be submitted for the entire development with construction plans for required subdivision improvements for review and approval by the City. All disturbed areas shall be stabilized with dryland grass or other approved BMP.

- a. Individual Lots: The landscape plans shall include a dryland grass mix and shall be applied until individual lots are constructed and the hydro-seeding, installation of the irrigation system and required landscaping are completed.
 - b. Street Frontage: Along all street frontages shall be included within the landscaping plan submittal, with actual street tree placement to be completed at the time of building permit for all lots on the internal streets, with the exception of landscaping required with the open space tracts to be owned by the homeowner's association, and/or multi-modal pathways and the associated landscaping.
 - c. Multi-modal Class I pathway: Shall be a requirement of the construction plans and required as a condition of acceptance of infrastructure in accordance with the design standards of the adopted Transportation Plan and/or Park Master Plan.
 - d. Open Space Tract(s): Shall be a requirement of the construction plans and required construction of the subdivision to be completed prior to final plat.
9. A historical interpretative sign structure shall be constructed in accordance with the adopted sign structure type with the sign content to be provided by the City Historical Preservation Commission and the sign shall not be placed within the City's right-of-way, but shall be placed within a dedicated easement or tract.

Requirements requested by other Agencies:

- 10. The Developer shall comply with the requirements from the Northern Lakes Fire Protection District.
- 11. The aviation easement requested by the Coeur d'Alene Airport shall be recorded and shall be referenced on all final plats of the subdivision.

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

NOW THEREFORE IT IS THE FINDINGS of the Hayden City Council that the Monaghan Estates Subdivision preliminary plat request PZE-26-0035 be approved with conditions.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section §67-6535 and Hayden City Code §1-1-6 must first seek reconsideration of the final decision from the Hayden City Council within fourteen (14) days. Such written request must identify specific deficiencies in the decision for which reconsideration is sought as identified in Hayden City Code §1-1-6(A) (1) (a-f).

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section §67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code section §67-6521 (a) (a) may, within twenty-eight (28) days after all remedies have

been exhausted under local ordinances seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

FINDINGS AND CONCLUSION APPROVED on the _____ day of June 2026.

CITY OF HAYDEN, IDAHO

By: _____

Alan Davis, Mayor

ATTEST:

Abbi Sanchez, Clerk

- H. Approval of Contract with Buczak's Spray Service, LLC dba Panhandle Spray Services for Weed Control Services at City Sewer Lift Station Sites



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 06.17.2026

Agenda Item: Authorize a contract with Buczak's Spray Service, LLC dba Panhandle Spray Services for weed control services at City Sewer Lift Station sites.

Agenda Item Location

Consent

Recommended Action or Motion

Motion: Move to authorize a contract with Buczak's Spray Service, LLC dba Panhandle Spray Services for weed control services at 14 Sewer Lift Station sites.

Functional Impact of Authorizing

Authorizing this contract will initiate the annual weed control measures that are necessary for City Sewer Lift Station sites.

Functional Impact of Not Authorizing

If this is not authorized, the annual treatment of City Sewer Lift Station sites will not occur, which will lead to greater infiltration of weeds and adverse impacts on landscaped areas and Lift Station aesthetics.

Fiscal Impact

This action will be at a cost not to exceed \$2,472 and is an annual maintenance cost that is anticipated in the sewer budget.

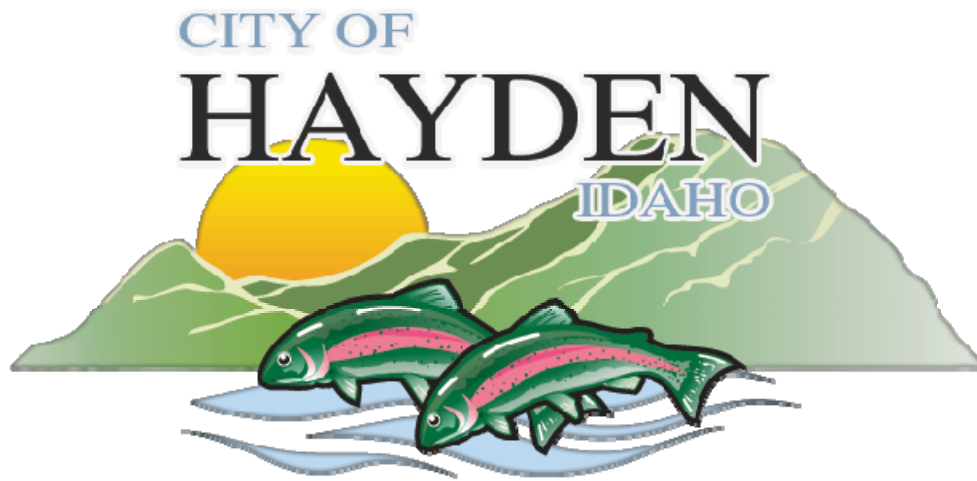
Budget Funding Source

GL 210-246-57049

Attachments

Panhandle Spray Services Contract – Lift Stations

Exhibit A – Service Quote from Panhandle Spray Services



INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform labor, equipment, and materials necessary to complete weed control services at 14 Sewer Lift Station sites: H-1, Woodland Meadows, Maple Grove, Leisure Park, Moonridge, Cornerstone, H-5, Emerald Oaks, Dakota, H-7, Riley Place, Hayden North, H-6, Hayden Canyon, and Gianna Estates.

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

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

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Exhibit A in the amount of \$2,472 itemized as presented in Exhibit A. The Contract shall not exceed \$2,472 without prior authorization from the City Council.

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

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

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

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

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

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

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

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

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

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

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

DATED this 17 day of June, 2026.

ENTITY:

CONTRACTOR:

CITY OF HAYDEN

By: Greg Buczak

By: _____

Its: Panhandle spray owner

Alan Davis, Mayor

ATTEST:

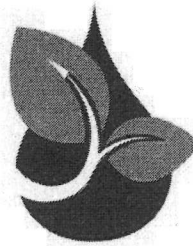
WITNESS:

Meagan Besser-Buczak

Abbi Sanchez, City Clerk

Panhandle Spray Service

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



Estimate

ADDRESS

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

ESTIMATE

1070

DATE

06/09/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	125.00	125.00
		H1			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	100.00	100.00
		Woodland Meadows			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	125.00	125.00
		Maple Grove			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	175.00	175.00
		Leisure Park			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	175.00	175.00
		Moonridge			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	125.00	125.00
		Cornerstone			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	125.00	125.00
		H 5 (Strawberry Fields)			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	200.00	200.00

Killing Weeds While Growing Relationships

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www.facebook.com/panhandlespray

		Emerald Oaks			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	125.00	125.00
		Dakota			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	200.00	200.00
		H 7			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	175.00	175.00
		Riley Place			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	200.00	200.00
		Hayden North			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	225.00	225.00
		H 6			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	200.00	200.00
		Hayden Canyon			
06/09/2026	Bareground Application	Labor, Equipment and Herbicide for application to control all weeds and grasses.	1	125.00	125.00
		Gianna Estates			
06/09/2026	Performance Bond	3% of value of work being done	1	72.00	72.00

For your convenience, Quick Books offers ACH payment processing for a \$25 fee. You are in no way required to use this. Checks may still be mailed as payment at no additional fee. Thank You
Our Work Is Guaranteed

TOTAL

\$2,472.00

Accepted By

Accepted Date

- I. Approval of Contract with Coeur d'Alene Sprinkler and Backflow, LLC for Irrigation System Installation at the Public Works Facility



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 06.17.2026

Agenda Item: Authorize a contract with Coeur d'Alene Sprinkler and Backflow, LLC for sprinkler system installation at the City facility located at 11341 N. Ramsey Road (Public Works Facility)

Agenda Item Location

Consent

Recommended Action or Motion

Motion: Move to authorize a contract with Coeur d'Alene Sprinkler and Backflow, LLC for sprinkler system installation at the City facility located at 11341 N. Ramsey Road.

Functional Impact of Authorizing

Authorizing this contract will result in the installation of an irrigation line to the parking strip along the frontage of Ramsey road and installation of piping, 34 spray heads, and a 4 station timer along the frontage of the Public Works Facility, enabling maintenance of the grass area adjacent to the road on the Ramsey Road frontage.

Functional Impact of Not Authorizing

If this is not authorized, the landscaped area in front of the City's Public Works Facility will not be watered sufficiently.

Fiscal Impact

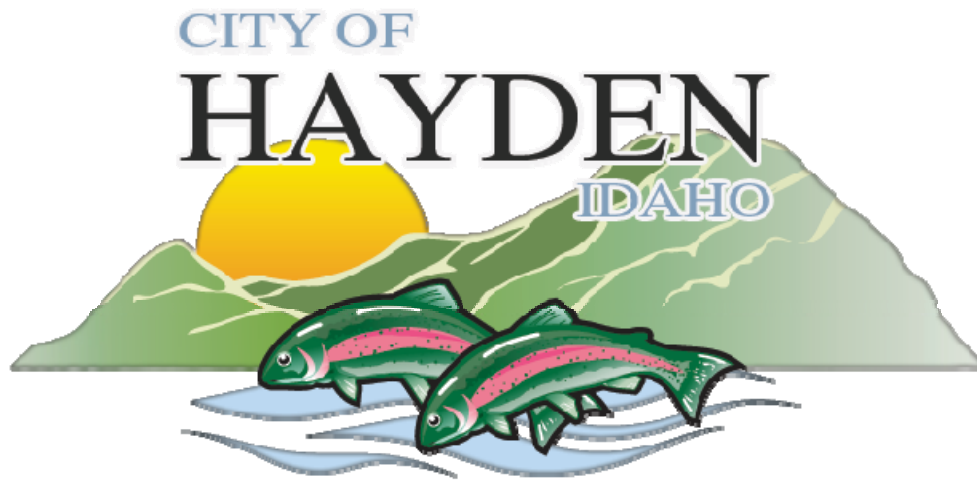
This action will be at a cost not to exceed \$3,660.

Budget Funding Source

GL 110-541-54300 Buildings & Grounds

Attachments

Coeur d'Alene Sprinkler and Backflow, LLC Contract



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and Coeur d'Alene Sprinkler and Backflow, LLC, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform labor, equipment, and materials necessary to complete installation of an irrigation line to the parking strip along the frontage of the Hayden Public Works Facility, located at 11341 N. Ramsey Road, and add necessary piping, thirty-four (34) spray heads, and a four (4) station timer. CONTRACTOR agrees to provide a 5 year warranty covering all manufacturing defects on parts.

CONTRACTOR agrees to provide all materials, services, and any necessary permits for the project(s) at the locations. The CONTRACTOR agrees to provide a Performance Bond for this work.

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

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR an amount not to exceed \$3,660 without prior authorization from the City Council.

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

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

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property to the extent such is caused by the negligent acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

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

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

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

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

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

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

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

DATED this _____ day of _____, 2026.

ENTITY:

CONTRACTOR:

CITY OF HAYDEN

By:_____

By:_____

Its:_____

Alan Davis, Mayor

ATTEST:

WITNESS:

Abbi Sanchez, City Clerk

- J. Approval of Authorization for Contract Amendment with J-U-B Engineers, Inc. for Design of the Gravity Sewer Connection from H-2 to the H-6 Sewer Basin



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 6-18-2026

Agenda Item: Request for Authorization of Professional Services Agreement with J-U-B Engineers, Inc.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends the approval and authorization of the mayor to sign the Agreement for Professional Services with J-U-B Engineers, Inc. in the amount of, not to exceed without prior approval, \$62,000.

Functional Impact of Authorizing

This is a professional services agreement with J-U-B Engineers for the H-6 final connection at Ramsey Rd and Dakota Ave. This scope of work was originally under the H-6 sewer basin work that was performed in 2025; however, we pulled this portion of work out because we would not have been able to pave the road back before paving season ended. We are now designing and developing this portion of work as its own project. It is the final gravity connection required to divert flow from H-2 into the new H-6 Lift Station.

Functional Impact of Not Authorizing

If this is not approved, then the city will not perform the final sewer connection completed to divert flow from H-2 sewer basin in Reed Rd and Buckles Rd to the H-6 Basin.

Fiscal Impact

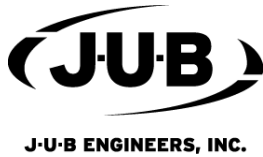
This project is included in the FY2026 budget. The agreement amount is lower than the budgeted amount; therefore, this agreement does not impact the FY2026 budget.

Budget Funding Source

GL – 210/211 – Sewer Projects

Attachments

Agreement for Professional Services with J-U-B Engineers



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Hayden, ID

Project Name: 2026 General Engineering Services

J-U-B Project Number: 20-26-012 H-6 Final Connection Reed/~~Dakota~~ Buckles Rd

1. **Amendments.** The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 8/26/22. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

J-U-B will:

- **Design Phase Services** – J-U-B will finalize the previous concept design to divert flow at the Reed Rd. and ~~Dakota Ave~~ **Buckles Rd** intersection west and into the newly formed H-6 sewer basin and submit plans and specifications to DEQ and endeavor to obtain required design-phase approvals. The design is anticipated to consist of a short segment of gravity sewer pipeline, assumed to be two manholes, and appurtenances necessary for the final connection. Design will restore existing asphalt to existing grades and limits in the intersection. Deliverables will include Plans and Specifications suitable for Owner facilitated procurement of Contractor, as the anticipated construction cost is less than \$100,000).
 - Deliverables include Plans and Technical Specifications to facilitate the Owner's engagement of a contractor.
 - Bypass Pumping and Traffic control plans will be deferred submittals with work constraints established during design (work sequence specifications), with final approval by the City of Hayden.
- **Bid/Award Phase Services** – J-U-B will provide Owner support during bidding and award phase services including assistance with response to bidder inquiries, as requested by the Owner, for the Owner's direct procurement of a contractor.
- **Construction Phase Services** – J-U-B will provide construction phase support services in coordination with Owner (refer to Exhibit A). Services may include any of the elements indicated on Exhibit A. Construction observation/RPR services are anticipated to occur over a two-week duration, requiring part-time observation, assumed to be approximately 60-hrs.
- **Post Construction Phase Services** – J-U-B will provide construction phase support services in coordination with Owner (refer to Exhibit A).

2. **Verbal Authorization by CLIENT, if Applicable.** J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name Date

3. **Payment for Amendments.** Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Time and Materials estimated at \$62,000.

4. **Schedule of Services.** Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Design Phase is anticipated to be complete 45-calendar days from authorization to proceed.

Dated this ____ day of June, 2026,

CLIENT

By: _____
Project Representative or Authorized Signatory for
CLIENT

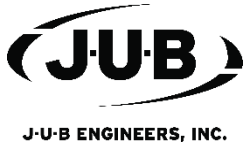
J-U-B ENGINEERS, Inc.

By: Michelle L. Johnson
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Michelle L. Johnson, P.E., Program Manager

Print or Type Name and Title



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes
☐ No | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☒ Yes
☐ No | 2. Pre-Construction Conference. Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☐ Yes
☒ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes
☐ No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ Yes
☐ No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ Yes
☐ No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ Yes
☐ No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ Yes
☐ No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ Yes
☒ No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | |
|--|--|
| ☐ Yes
☒ No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☐ Yes
☒ No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☐ Yes
☒ No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☐ Yes
☒ No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☐ Yes
☒ No | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☒ Yes
☐ No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ Yes
☐ No | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ Yes
☒ No | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ Yes
☒ No | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

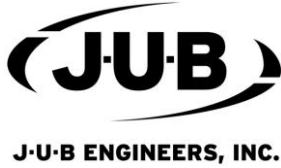
1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Page A-8 of the Standard Exhibit A - Replace the INDEMNIFICATION section with the following:

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors to the extent permitted by law.

K. Approval of Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 06/23/2026 - 06/23/2026

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
REFUND: BEN26-0							
00051897	AIN'T THIS LIVING LLC	06/15/2026	06/23/2026	245.00	245.00	Open	N
	Check Request For Escrow: BEN26-0004	dcollins					06/23/2026
	110-228-22813	BEN26-0004 - PZE-26-0038		245.00		1.00	245.00
1FCH-7FV6-CR4V							
00051849	AMAZON CAPITAL SERVICES, INC.	06/05/2026	06/23/2026	79.76	79.76	Open	N
	CANON CALCULATOR	llafleur					06/23/2026
	110-211-56101	OFFICE SUPPLIES		79.76		1.00	79.76
1VM3-RPWJ-QFKN							
00051850	AMAZON CAPITAL SERVICES, INC.	06/08/2026	06/23/2026	67.51	67.51	Open	N
	FOAM BOARDS, COPY PAPER	llafleur					06/23/2026
	110-211-56101	OFFICE SUPPLIES		67.51		1.00	67.51
1RVC-HTCQ-HDFP							
00051930	AMAZON CAPITAL SERVICES, INC.	06/17/2026	06/23/2026	365.49	365.49	Open	N
	DOG DAYS OF SUMMER SUPPLIES	llafleur					06/23/2026
	110-711-55501	PRINTING, BINDING, ADVERTISING		320.81		1.00	320.81
	110-721-58001-1162	SPECIAL EVENTS-DOG DASH/DAYS OF SUMMER		44.68		1.00	44.68
REFUND: BTC25-0							
00051887	ANTHEM PACIFIC HOMES LLC	06/15/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC25-0036	dcollins					06/23/2026
	110-228-22813	BTC25-0036 - OT25-0039		1,000.00		1.00	1,000.00
S33667							
00051851	ARROW CONSTRUCTION SUPPLY, LLC	06/03/2026	06/23/2026	44.36	44.36	Open	N
	UNIFORM	llafleur					06/23/2026
	110-531-56403	UNIFORM ALLOWANCE		44.36		1.00	44.36
S33663							
00051852	ARROW CONSTRUCTION SUPPLY, LLC	06/03/2026	06/23/2026	174.35	174.35	Open	N
	4" SWIVEL DISK	llafleur					06/23/2026
	110-533-54046	2015 CRAFTCO CRACK SEALER SS125D R&M		174.35		1.00	174.35
91310							
00051853	ASPEN NURSERY LLC	05/13/2026	06/23/2026	2,225.00	2,225.00	Open	N
	25@HANGING BASKETS	llafleur					06/23/2026
	110-541-54319	STREETSCAPE REPAIR & MAINT		2,225.00		1.00	2,225.00

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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
REFUND: BTC26-0							
00051888	ATLAS BUILDING GROUP - TODD BEST	06/15/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC26-0015	dcollins					06/23/2026
	110-228-22813	BTC26-0015 - OT26-0063		1,000.00		1.00	1,000.00
20242138							
00051925	AWARDS ETC.	06/16/2026	06/23/2026	54.00	54.00	Open	N
	WALL/DESK NAME PLATE X3 Cooper Broggel	llafleur					06/23/2026
	110-301-56101	OFFICE SUPPLIES		54.00		1.00	54.00
REFUND: BPN24-0							
00051900	BASSETT CONSTRUCTION LLC	06/15/2026	06/23/2026	459.68	459.68	Open	N
	Check Request For Escrow: BPN24-0001	dcollins					06/23/2026
	110-228-22813	BPN24-0001 - PZE-24-0021		459.68		1.00	459.68
49144-05012026							
00051896	CDA PRESS	06/15/2026	06/23/2026	87.31	87.31	Open	N
	Check Request For Escrow: BPN26-0001	dcollins					06/23/2026
	110-228-22813	BPN26-0001 - PZE-26-0035		87.31		1.00	87.31
0000050961-0606							
00051914	CDA PRESS	06/06/2026	06/23/2026	37.26	37.26	Open	N
	CDA#16472 SUMMARY ORD 664	llafleur					06/23/2026
	110-211-55401	ADVERTISING, PUBLISHING, RECORDING		37.26		1.00	37.26
189563701060726							
00051908	CHARTER COMMUNICATIONS	06/07/2026	06/23/2026	14.89	14.89	Open	N
	HAYDEN CANYON LIFT STATION PHONE LINE	llafleur					06/23/2026
	210-247-59835	HAYDEN CANYON LS UTIL		14.89		1.00	14.89
PSSTHRU: BPN24-							
00051898	CITY OF HAYDEN	06/15/2026	06/23/2026	12.16	12.16	Open	N
	Check Request For Escrow: BPN24-0001	dcollins					06/23/2026
	110-228-22813	BPN24-0001 - PZE-24-0021		12.16		1.00	12.16
PASSTHRU: BPN24							
00051899	CITY OF HAYDEN	06/15/2026	06/23/2026	28.16	28.16	Open	N
	Check Request For Escrow: BPN24-0001	dcollins					06/23/2026
	110-228-22813	BPN24-0001 - PZE-24-0021		28.16		1.00	28.16

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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
3416809 00051854	COEUR D'ALENE GARBAGE SERVICE HONEYSUCKLE BEACH 05/31/26 112-241-54312	05/31/2026 llafleur	06/23/2026	255.22	255.22	Open	N 06/23/2026
	BOAT LAUNCH OPERATION/MAINTENANCE			255.22		1.00	255.22
1026 00051910	DIRTY BIRDY LLC MAY 2026 OSPREY AERIE 110-512-54009 110-512-54040 110-350-54092 110-712-54095 110-350-54096 110-512-54205 210-241-54207 110-350-54208	05/30/2026 llafleur	06/23/2026	176.00	176.00	Open	N 06/23/2026
	2004 CHEVROLET SILVERADO 1500 R&M			22.00		1.00	22.00
	2023 GMC SIERRA 1500 PRO R&M			22.00		1.00	22.00
	2020 CHEVY SILVERADO 1500 DBLCAB R&M			22.00		1.00	22.00
	2020 FORD RANGER R&M			22.00		1.00	22.00
	VEHICLE REPAIRS/MAINT			22.00		1.00	22.00
	2025 GMC SIERRA 1500 PRO			22.00		1.00	22.00
	2026 GMC SIERRA 1500 PRO			22.00		1.00	22.00
	2026 GMC SIERRA 1500 PRO			22.00		1.00	22.00
5466496 00051901	EMPLOYEE BENEFITS CORPORATION FSA/COBRA ADMIN FEE 110-211-52102	06/15/2026 dcollins	06/23/2026	136.00	136.00	Open	N 06/23/2026
	ADMIN COSTS FSA/HRA/COBRA			136.00		1.00	136.00
MJEMZZYRCSS4-19 00051931	FACILITRON, INC. APR-MAY-JUNE 2026 2ND QTR USAGE FEE 110-711-56405	05/20/2026 llafleur	06/23/2026	3,750.00	3,750.00	Open	N 06/23/2026
	SCHOOL DISTRICT FEES			3,750.00		1.00	3,750.00
IDCOE236679 00051878	FASTENAL GOV'T WAY FLAGS 110-532-53106	06/10/2026 llafleur	06/23/2026	10.00	10.00	Open	N 06/23/2026
	GOVT WAY BANNERS & FLAGS			10.00		1.00	10.00
IDCOE236752 00051915	FASTENAL MISC PARTS 110-541-57702	06/11/2026 llafleur	06/23/2026	4.48	4.48	Open	N 06/23/2026
	TOOLS & SMALL EQUIPMENT			4.48		1.00	4.48
CANCELED FIELDS 00051865	FC NORTH IDAHO AVALANCHE 80% REFUND 110-740-44724	05/06/2026 llafleur	06/23/2026	288.00	288.00	Open	N 06/23/2026
	FIELD RENTALS			288.00		1.00	288.00

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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
FIELD RESERVATI							
00051932	FC NORTH IDAHO AVALANCHE	05/06/2026	06/23/2026	288.00	288.00	Open	N
	80% REFUND FOR FIELD CANCELATION	llafleur					06/23/2026
	110-740-44724	FIELD RENTALS		288.00		1.00	288.00
1219							
00051929	GATES SECURITY	04/01/2026	06/23/2026	2,192.01	2,192.01	Open	N
	SENTRY MAY 2026	llafleur					06/23/2026
	110-541-53104	SECURITY PATROL CONTRACT		2,192.01		1.00	2,192.01
MAY 2026							
00051902	HARSB	06/04/2026	06/23/2026	13,956.00	13,956.00	Open	N
	CAPACITY SOLD MAY 2026	dcollins					06/23/2026
	211-241-54411	CAPACITY SOLD-RES-HARSB		13,956.00		1.00	13,956.00
LS06012026							
00051922	HARSB	06/03/2026	06/23/2026	41,792.11	41,792.11	Open	N
	LIFT STATION MAINTENANCE	llafleur					06/23/2026
	210-246-57005	H-2 WALMART PS O&M		5,901.23		1.00	5,901.23
	210-246-57003	WOODLAND MEADOWS LS O&M		23,880.95		1.00	23,880.95
	210-246-57013	H-5 STRAWBERRY FLDS PS O&M		9,562.96		1.00	9,562.96
	210-246-57014	MOONRIDGE LS O&M		1,780.00		1.00	1,780.00
	210-246-57009	H-1 LIFT STATION O&M		95.00		1.00	95.00
	210-246-57000	LEISURE PARK LS O&M		500.00		1.00	500.00
	210-246-59835	HAYDEN CANYON LS O&M		23.95		1.00	23.95
	210-246-57019	HAYDEN NORTH LIFTSTATION (O&M)		48.02		1.00	48.02
1456597							
00051845	HAYDEN ACE HARDWARE	06/08/2026	06/23/2026	15.58	15.58	Open	N
	MARKING PAINT	llafleur					06/23/2026
	110-511-56101	OFFICE SUPPLIES		15.58		1.00	15.58
1456938							
00051846	HAYDEN ACE HARDWARE	06/09/2026	06/23/2026	8.57	8.57	Open	N
	GAS CAN SPOUT	llafleur					06/23/2026
	110-541-57702	TOOLS & SMALL EQUIPMENT		8.57		1.00	8.57
1456945							
00051847	HAYDEN ACE HARDWARE	06/09/2026	06/23/2026	3.91	3.91	Open	N
	MISC HARDWARE	llafleur					06/23/2026
	110-533-54023	FORD 445D TRACTOR (FROM HARSB)		3.91		1.00	3.91

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 06/23/2026 - 06/23/2026

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
1457081 00051848	HAYDEN ACE HARDWARE KEYS AND TAGS 110-541-54321	06/09/2026 llafleur	06/23/2026	2.80	2.80	Open	N 06/23/2026
		PARKS-BUILDINGS		2.80		1.00	2.80
1457442 00051879	HAYDEN ACE HARDWARE BEACH-CONDUIT 112-241-54312	06/10/2026 llafleur	06/23/2026	10.93	10.93	Open	N 06/23/2026
		BOAT LAUNCH OPERATION/MAINTENANCE		10.93		1.00	10.93
1457728 00051880	HAYDEN ACE HARDWARE SPRAY PAINT-GRAFITTI 110-541-54321	06/11/2026 llafleur	06/23/2026	5.85	5.85	Open	N 06/23/2026
		PARKS-BUILDINGS		5.85		1.00	5.85
1459761 00051911	HAYDEN ACE HARDWARE PAINT SUPPLIES-SIGNS 110-532-54308	06/16/2026 llafleur	06/23/2026	26.72	26.72	Open	N 06/23/2026
		STREET SIGN MAINTENANCE		26.72		1.00	26.72
1460128 00051923	HAYDEN ACE HARDWARE SHOP SUPPLIES 110-541-56101	06/17/2026 llafleur	06/23/2026	86.62	86.62	Open	N 06/23/2026
		PARKS SHOP SUPPLIES		86.62		1.00	86.62
REFUND: BTC25-0 00051886	HAYDEN HOMES LLC Check Request For Bond: BTC25-0037 110-228-22813	06/15/2026 dcollins	06/23/2026	1,000.00	1,000.00	Open	N 06/23/2026
		BTC25-0037 - OT25-0040		1,000.00		1.00	1,000.00
REFUND: BTC25-0 00051889	HAYDEN HOMES LLC Check Request For Bond: BTC25-0041 110-228-22813	06/15/2026 dcollins	06/23/2026	1,000.00	1,000.00	open	N 06/23/2026
		BTC25-0041 - OT25-0044		1,000.00		1.00	1,000.00
REFUND: BTC25-0 00051890	HAYDEN HOMES LLC Check Request For Bond: BTC25-0040 110-228-22813	06/15/2026 dcollins	06/23/2026	1,000.00	1,000.00	open	N 06/23/2026
		BTC25-0040 - OT25-0043		1,000.00		1.00	1,000.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 06/23/2026 - 06/23/2026

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Invoice Number

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
REFUND: BTC26-0							
00051891	HAYDEN HOMES LLC	06/15/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC26-0010	dcollins					06/23/2026
	110-228-22813	BTC26-0010 - OT26-0054		1,000.00		1.00	1,000.00
REFUND: BTC25-0							
00051892	HAYDEN HOMES LLC	06/15/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC25-0035	dcollins					06/23/2026
	110-228-22813	BTC25-0035 - OT25-0038		1,000.00		1.00	1,000.00
REFUND: BTC26-0							
00051893	HAYDEN HOMES LLC	06/15/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC26-0004	dcollins					06/23/2026
	110-228-22813	BTC26-0004 - OT26-0048		1,000.00		1.00	1,000.00
REFUND: BTC25-0							
00051894	HAYDEN HOMES LLC	06/15/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC25-0039	dcollins					06/23/2026
	110-228-22813	BTC25-0039 - OT25-0042		1,000.00		1.00	1,000.00
REFUND: BTC26-0							
00051895	HAYDEN HOMES LLC	06/15/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC26-0009	dcollins					06/23/2026
	110-228-22813	BTC26-0009 - OT26-0053		1,000.00		1.00	1,000.00
1580150.01 4/26							
00051863	HAYDEN LAKE IRRIGATION DISTRICT	05/29/2026	06/23/2026	24.00	24.00	Open	N
	WEST RAMSEY 2025 IRRIGATION SERVICE	llafleur					06/23/2026
	210-247-57021	H-6 LIFT STATION UTIL		24.00		1.00	24.00
30.7980.01 6/26							
00051855	HAYDEN LAKE RECREATIONAL WATER & SE	06/02/2026	06/23/2026	160.00	160.00	open	N
	HONEYSUCKLE BEACH PARK	llafleur					06/23/2026
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		160.00		1.00	160.00
INV-00510423							
00051916	INTERMAX NETWORKS	06/12/2026	06/23/2026	134.00	134.00	open	N
	HONEYSUCKLE BEACH KIOSK	llafleur					06/23/2026
	112-241-56103	OPERATING SUPPLIES		134.00		1.00	134.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 06/23/2026 - 06/23/2026

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
INV-00510506 00051917	INTERMAX NETWORKS PW SHOP PHONE SERVICE 110-811-54109	06/12/2026 llafleur UTILITIES-PWF	06/23/2026	227.66 227.66	227.66	Open	N 06/23/2026 227.66
1133918 00051856	INTERSTATE CONCRETE & ASPHALT WYOMING ASPHALT 110-532-54304	05/28/2026 llafleur ROAD & PARKING LOT MAINTENANCE	06/23/2026	180.56 180.56	180.56	Open	N 06/23/2026 180.56
190873 00051927	ITERIS, INC. PROFESSIONAL FEES CONTRACT #13297 120-112-59200	06/15/2026 llafleur TRANSPORTATION PLAN	06/23/2026	29,572.50 29,572.50	29,572.50	Open	N 06/23/2026 29,572.50
REFUND REQUEST 00051866	JARED STOMMES BOAT LAUNCH ANNUAL PASS REFUND 112-321-44710	06/10/2026 dcollins BOAT LAUNCH PERMITS	06/23/2026	40.00 40.00	40.00	Open	N 06/23/2026 40.00
PASS THRU 5/202 00051903	KC EMERGENCY MEDICAL SERVICES SYS DEVELOPMENT IMPACT FEE REMITTANCE FOR MA 110-228-22818	06/04/2026 dcollins PASSTHRU-IMPACT FEES-KCEMSS	06/23/2026	264.00 264.00	264.00	Open	N 06/23/2026 264.00
2026-00000054 00051857	KOOTENAI COUNTY LAW ENFORCEMENT SERVICES-MAY 2026 110-251-59003	06/04/2026 llafleur KOOTENAI COUNTY LAW ENFORCEMENT SERVICES	06/23/2026	99,494.42 99,494.42	99,494.42	Open	N 06/23/2026 99,494.42
10-88291.00 6/2 00051919	KOOTENAI COUNTY SOLID WASTE PUBLIC WORKS 110-811-54109	06/15/2026 llafleur UTILITIES-PWF	06/23/2026	616.00 616.00	616.00	open	N 06/23/2026 616.00
KT-506992 00051935	KOOTENAI COUNTY TITLE COMPANY BUYERS SETTLEMENT STATEMENT-MILES 121-113-59840-9007	06/30/2026 llafleur PROJECT LAND ACQUISITION	06/23/2026	599,282.32 599,282.32	599,282.32	open	N 06/23/2026 599,282.32

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 06/23/2026 - 06/23/2026

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
1458464 05/29/2 00051858	KOOTENAI ELECTRIC COOPERATIVE INC BROADMOORE ESTATES LIGHTS 110-532-56220-0050	05/29/2026 llafleur	06/23/2026	1,547.17 1,547.17	1,547.17	Open	N 06/23/2026 1,547.17
	STREET LIGHTING & SIGNAL UTILITIES					1.00	
31878 00051872	LIBRANDI OUTDOOR POWER DEICER ENGINES 110-532-54306	05/19/2026 llafleur	06/23/2026	1,635.90 1,635.90	1,635.90	Open	N 06/23/2026 1,635.90
	SNOW REMOVAL					1.00	
2422-26-1 00051885	MATRIX CONSULTING GROUP, LTD LAW ENFORCEMENT FEASIBILITY ASSESSMENT 4 110-211-53010	06/13/2026 dcollins	06/23/2026	10,500.00 10,500.00	10,500.00	Open	N 06/23/2026 10,500.00
	PROFESSIONAL SERVICES					1.00	
TRAVEL EXP 6/20 00051928	MATTHEW T ROETTER AIC MEETING IN BOISE 110-111-55801-1801	06/17/2026 dcollins	06/23/2026	680.85 680.85	680.85	Open	N 06/23/2026 680.85
	TRAVEL, MEETINGS, TRAINING-SEAT#1					1.00	
BOX #453 2026 00051909	MOUNTAIN WEST BANK SAFETY DEPOSIT BOX #453 110-211-55901	06/08/2026 dcollins	06/23/2026	80.00 80.00	80.00	Open	N 06/23/2026 80.00
	BANKING FEES & CHARGES					1.00	
11692730 00051933	MYRA POLTROCK RAFT TRIP CANCELED 110-740-44790	05/13/2026 llafleur	06/23/2026	510.00 510.00	510.00	Open	N 06/23/2026 510.00
	ADVENTURE RECREATION					1.00	
566274 00051859	NAPA AUTO PARTS SHOP TOWELS 110-531-56101	05/29/2026 llafleur	06/23/2026	88.50 88.50	88.50	Open	N 06/23/2026 88.50
	STREET SHOP SUPPLIES					1.00	
566862 00051860	NAPA AUTO PARTS #23 110-533-54023	06/02/2026 llafleur	06/23/2026	68.26 68.26	68.26	Open	N 06/23/2026 68.26
	FORD 445D TRACTOR (FROM HARSB)					1.00	

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 06/23/2026 - 06/23/2026

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
566864 00051861	NAPA AUTO PARTS #23 110-533-54023	06/02/2026 llafleur	06/23/2026	68.26	68.26	Open	N 06/23/2026
		FORD 445D TRACTOR (FROM HARSB)		68.26		1.00	68.26
567066 00051862	NAPA AUTO PARTS #23 110-533-54023	06/03/2026 llafleur	06/23/2026	22.34	22.34	Open	N 06/23/2026
		FORD 445D TRACTOR (FROM HARSB)		22.34		1.00	22.34
567886 00051873	NAPA AUTO PARTS #11 110-512-54011	06/08/2026 llafleur	06/23/2026	17.93	17.93	Open	N 06/23/2026
		2006 DODGE RAM PICKUP 1500 R&M		17.93		1.00	17.93
567868 00051874	NAPA AUTO PARTS #11 110-512-54011	06/08/2026 llafleur	06/23/2026	122.96	122.96	Open	N 06/23/2026
		2006 DODGE RAM PICKUP 1500 R&M		122.96		1.00	122.96
567480 00051875	NAPA AUTO PARTS #17 110-533-54017	06/08/2026 llafleur	06/23/2026	13.72	13.72	Open	N 06/23/2026
		2020 CHEVROLET 5500 PICKUP WITH BOX		13.72		1.00	13.72
568171 00051876	NAPA AUTO PARTS #17 110-533-54017	06/09/2026 llafleur	06/23/2026	68.67	68.67	Open	N 06/23/2026
		2020 CHEVROLET 5500 PICKUP WITH BOX		68.67		1.00	68.67
568324 00051877	NAPA AUTO PARTS REFUND #17 110-533-54017	06/10/2026 llafleur	06/23/2026	(52.09)	(52.09)	open	N 06/23/2026
		2020 CHEVROLET 5500 PICKUP WITH BOX		(52.09)		1.00	(52.09)
64091 00051868	NORTH IDAHO LANDSCAPE SUPPLIES INC GRAVEL 110-541-54322	05/01/2026 llafleur	06/23/2026	153.75	153.75	open	N 06/23/2026
		PARKS-GROUNDS		153.75		1.00	153.75

INVOICE REGISTER FOR CITY OF HAYDEN

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
PASS THRU 5/202							
00051904	NORTHERN LAKES FIRE PROTECTION DIST	06/04/2026	06/23/2026	2,604.00	2,604.00	Open	N
	DEVELOPMENT IMPACT FEE REMITTANCE FOR MA dcollins						06/23/2026
	110-228-22819	PASSTHRU-IMPACT FEES-NLFPD		2,604.00		1.00	2,604.00
4578309							
00051920	POINTE PEST CONTROL-ID LLC	06/15/2026	06/23/2026	103.00	103.00	Open	N
	2 COM EOM GENERAL PEST	llafleur					06/23/2026
	110-811-54301	BUILDING MAINT & REPAIR		103.00		1.00	103.00
REFUND: BTC26-0							
00051907	RAINEY, DAVID	06/16/2026	06/23/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC26-0003	dcollins					06/23/2026
	110-228-22813	BTC26-0003 - OT26-0046		1,000.00		1.00	1,000.00
26-107373							
00051881	RELIABLE TOWING	06/05/2026	06/23/2026	352.00	352.00	Open	N
	SHED	llafleur					06/23/2026
	110-541-54321	PARKS-BUILDINGS		352.00		1.00	352.00
45268728							
00051926	RODDA PAINT COMPANY CORP.	06/12/2026	06/23/2026	88.94	88.94	Open	N
	PAINT SUPPLIES	llafleur					06/23/2026
	110-532-54313	ROADWAY STRIPING		88.94		1.00	88.94
9626							
00051934	RUBY FROG ENTERTAINMENT INC	12/16/2025	06/23/2026	575.00	575.00	Open	N
	DEPOSIT FOR DJ FOR HAYDEN DAYS 2026	llafleur					06/23/2026
	110-721-58001-1153	SPECIAL EVENTS-HAYDEN DAYS		575.00		1.00	575.00
99874712							
00051686	SAFETY-KLEEN SYSTEMS INC.	05/02/2026	05/26/2026	2,584.94	2,584.94	open	Y
	VAC SERVICE, LIQUID REMOVAL, SOLID REMOV	llafleur					05/26/2026
	110-532-54307	HAZARDOUS MATERIAL DISPOSAL		2,584.94		1.00	2,584.94
1725							
00051918	SEALMASTER PORTLAND	05/05/2026	06/23/2026	4,274.58	4,274.58	open	N
	LIQUID THERMOPLASTIC-WHITE	llafleur					06/23/2026
	110-532-54313	ROADWAY STRIPING		4,274.58		1.00	4,274.58

INVOICE REGISTER FOR CITY OF HAYDEN

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29687-1 00051864	SPECIALIZED PAVEMENT MARKING, LLC ROADWAY STRIPING PROJECT 29687 110-532-54313	05/30/2026 llafleur	06/23/2026	20,804.05 20,804.05	20,804.05	Open 1.00	N 06/23/2026 20,804.05
PROJECT REFUND- 00051905	STAFFORD HOLDINGS LLC H-6 BASIN PROJECT REFUND 211-496-59994	06/16/2026 dcollins PROP SHARE REIMB	06/23/2026	241,503.98 241,503.98	241,503.98	Open 1.00	N 06/23/2026 241,503.98
PROJECT REFUND- 00051906	SUF HOLDINGS, LLC H-6 BASIN PROJECT REFUND 211-496-59994	06/16/2026 dcollins PROP SHARE REIMB	06/23/2026	155,588.56 155,588.56	155,588.56	Open 1.00	N 06/16/2026 155,588.56
000301 00051921	TRAVIS BERTRAM P&Z STREAMING 4-28-26, 6-1-26, 6-15-26 110-230-53402	06/15/2026 llafleur I.T. MEDIA CENTER CONTRACT SERVICES	06/23/2026	900.00 900.00	900.00	Open 1.00	N 06/23/2026 900.00

# of Invoices:	81	# Due: 81	Totals:	1,252,856.55	1,252,856.55
# of Credit Memos:	1	# Due: 1	Totals:	(52.09)	(52.09)
Net of Invoices and Credit Memos:				1,252,804.46	1,252,804.46

--- TOTALS BY FUND ---

110 GENERAL FUND	170,447.95	170,447.95
112 HONEYSUCKLE BOAT LAUNCH FUND	600.15	600.15
120 IMPACT FEE CIRCULATION FUND	29,572.50	29,572.50
121 IMPACT FEE PARKS FUND	599,282.32	599,282.32
210 SEWER OPER. & MAINT. FUND	41,853.00	41,853.00
211 SEWER CAPITALIZATION FUND	411,048.54	411,048.54

--- TOTALS BY DEPT/ACTIVITY ---

111 GEN-MYR OPERATING & ADMINISTRAT	680.85	680.85
112 PLANNED PROJECTS - CIRCULATION	29,572.50	29,572.50
113 PLANNED PROJECTS - PARKS	599,282.32	599,282.32
211 GEN-ADM OPERATING & ADMINISTRAT	10,900.53	10,900.53
228 PASSTHRU & BAD DEBT EXPENSES	14,700.31	14,700.31
230 GEN-ADM INFORMATION TECHNOLOGY	900.00	900.00
241 OPERATING & ADMINISTRATIVE	14,538.15	14,538.15
246 LIFT/PUMP STATION R&M	41,792.11	41,792.11

INVOICE REGISTER FOR CITY OF HAYDEN

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Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
	247 LIFT/PUMP STATION UTIL			38.89	38.89		
	251 LAW ENFORCEMENT SALARIES & BENE			99,494.42	99,494.42		
	301 COMDEV--P&D OPERATING & ADMINIS			54.00	54.00		
	321 LICENSES, PERMITS, AGREEMENTS			40.00	40.00		
	350 COMDEV VEHICLES			66.00	66.00		
	496 EXTRAORDINARY ITEMS			397,092.54	397,092.54		
	511 PW-ADM OPERATING & ADMINISTRATI			15.58	15.58		
	512 PW-ADM EQUIP/VEHICLE FUEL & MAI			206.89	206.89		
	531 PW-STR OPERATING & ADMINISTRATI			132.86	132.86		
	532 PW-STR ROAD MAINTENANCE			31,152.86	31,152.86		
	533 PW-STR EQUIP/VEHICLE R&M			367.42	367.42		
	541 PW-PKS OPERATING & ADMINISTRATI			5,031.08	5,031.08		
	711 REC OPERATING & ADMINISTRATIVE			4,070.81	4,070.81		
	712 REC EQUIP/VEHICLE FUEL MAINT			22.00	22.00		
	721 REC EV OPERATING & ADMINISTRATI			619.68	619.68		
	740 RECREATION PROGRAMS			1,086.00	1,086.00		
	811 FACIL OPERATING & ADMINISTRATIV			946.66	946.66		

2. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
3. **COMMISSION REPORT**
 - A. Veterans Commission
4. **NEW BUSINESS**
 - A. **ACTION ITEM** Proposed Amendments to Hayden City Code Titles 8 and 9



Memo

To: Mayor Davis and Members of the Council
From: Donna Phillips, Community Development Director
Date: May 21, 2026
Agenda Item: Proposed Amendments to Title 8 and 9

Agenda Item Location

New Business

Recommended Action or Motion

Staff requests from the City Council to Direct Staff to bring changes forward to a public hearing of the City Council.

Summary

Staff have been working through various proposed code amendments as a result of scrivener's errors, changes in other documents, and to bring about more clarity.

Title 8 Utilities is proposed to be amended to update the definitions for consistency with other documents, to add and amend sections related to properties eligible to connect to the sewer system, sewer system service area, and expansion of sewer services outside of the City limits. To amend applicability of when stormwater management is reviewed in the city and to update references, and enforcements. To amend references to a "Superintendent" with "City Engineer, or Public Works Director, or their designee" in the Sewer Pretreatment chapter as no other chapter in this Title uses the reference to "Superintendent" again for consistency and clarity. The last area is to update references to zone designation and correct references to other code sections.

Title 9 proposed amendments update the department of responsible charge for addressing from Engineering to Community Development and update administrative provisions in this chapter consistent with other chapters and titles of this section.

Fiscal Impact

NA

Budget Funding Source / Transfer Request

NA

Attachment

Draft Redline Amendments

Miscellaneous Code Amendments

City Council Only

TITLE 8 UTILITIES

8-1-2: DEFINITIONS: Unless the context specifically indicates otherwise, the meaning of the terms used in this title shall be as follows:

BUILDING SEWER (SERVICE CONNECTION, STUB, SERVICE LINE): The ~~extensions-sanitary sewer~~ from the building drain ~~from-at~~ a point five feet (5') outside the building footprint to a point of connection with the public sewer collector line. The building sewer is not a public sewer and shall be maintained by the owner(s) of the building sewer.

FORCE MAIN (PRESSURE MAIN): A pipe in the disposal system that is connected to a lift station that conveys wastewater, which storm, surface, and ground waters are intentionally not admitted.

HARSB HAYDEN AREA REGIONAL SEWER BOARD (HARSB): A governmental entity created by a joint powers agreement between the City of Hayden, Kootenai County for the Coeur d'Alene Airport and the Hayden Lake Sewer District.

INFILTRATION RATE: ~~The downward movement of water from the surface to the subsoil. The infiltration capacity is expressed rate of water moving down through the soil, express in in terms of inches / per hour.~~

MATERIAL MODIFICATION/DEVIATION: A change from the approved design plans that significantly alters the type or location of facilities, requires engineering judgement, or impacts the public safety or welfare.

MINOR UTILITY INFRASTRUCTURE: Publicly or privately owned minor utility infrastructure or facilities such as fiber optic lines, overhead telephone, cable TV lines, power distribution lines, pumping stations, rooftop solar systems, water and wastewater mains, and the like.

SANITARY SEWER: ~~A sewer which carries waste water and to which storm, surface, and ground waters are not intentionally admitted. A pipe in the collection system that conveys wastewater without use of a lift station, which storm, surface, and ground waters are intentionally not admitted.~~

SANITARY SEWER SERVICE: The private service, no greater than 6-inches in diameter, between the public sanitary sewer main and the building sewer.

SANITARY SEWER SYSTEM: The publicly owned facilities and infrastructure used to collect, convey, pump, and transport sewage, including but not limited to gravity sewer mains, force mains, interceptor lines, manholes, lift stations, and related appurtenances.

WASTEWATER COLLECTION SYSTEM (WWCS): Wastewater Collection System is a publicly owned and maintained system that collects and conveys wastewater and disposes it into a central location for treatment and disposal.

CHAPTER 2: WASTEWATER SERVICES

8-2-1: PURPOSE:

The purpose of this chapter is to protect the health, safety, and welfare of the public, ~~and inhabitants of the City,~~ to protect the aquifer, to foster quality of development within the community, and to promote economic development within the community.

8-2-2: APPLICABILITY

This chapter shall apply to current and future users of the publicly owned utility systems; provides for eligibility, monitoring, compliance, and enforcement activities; establishes administrative review procedures; allowances for setting rates, billing and recovering costs; and requires user reporting.

8-2-3: BEST INTEREST:

The city reserves the right to deny connection, expansion of or modification to, the city utilities systems where it is deemed by the city, or its affiliates, to not be in the best interests of utility or its customers to do so. In execution of this section, the city may provide written communication indicating the reasons for which it may or may not be in the best interest or the City Council may provide so in the form of an official record.

8-2-4: PROPERTY OF THE CITY:

- A. All sanitary sewer mains, pipelines, conduits, catch basins, manholes, clean outs, sewer interceptors and sewer outfalls, lift station, pumps, structures, mechanical equipment and facilities for the collection, treatment and disposal of sewage or sewage byproducts located in any street, alley, parcel, or easement in the city shall belong to the city.
- B. Sanitary sewer service lines even within the public right-of-way, shall not be owned or maintained by the city and shall be owned and maintained by the property owner served by the line, including maintenance of the main service tap.
- C. New sewers in public rights-of-way or easements shall become public sewers when accepted by the City Council.

8-2-5: ELIGIBILITY:

A. Eligible Properties:

1. Only those properties located within the city's service area shall be eligible for new connection to the City's WWCS. Existing services located outside of the city's service area shall be allowed to continue, provided they do not require an expansion of service as defined.
2. The city shall not provide sewer by contract outside of the city limits, unless an agreement existed prior to {Effective Date of this code} 2026. If such an agreement exists, users shall conform with the requirements identified herein.
3. Those properties receiving city sewer services outside city limits, imply consent to annex by receipt of such services. Any future annexation shall be done in accordance with all Idaho statutes.

B. Service Area:

1. The City's service area for sanitary sewer is the incorporated boundaries of the City of Hayden.

C. Lands Contiguous to Service Area: Lands contiguous to the incorporated city limits shall first be annexed before sewer service provided or extended to those properties.

8-2-6: EXPANSION OF SERVICES OUTSIDE CITY LIMITS, NOT ALLOWED:

A. No existing sanitary sewer service located outside of the city service area shall be expanded without first being incorporated into the city limits.

B. Expansion of Service: The Public Works Director and/or City Engineer shall have final decision over whether circumstances around a property qualifies as an expansion of service.

1. In deciding as to whether a property qualifies as an expansion of services, the Public Works Director and/or City Engineer shall first determine if the circumstances around such expansion of services meets the definition as provided in 8-2-3.
2. If the determination has been made that an expansion of service will occur, then the Public Works Director and/or City Engineer shall require the property first be annexed before receiving any additional sewer services.
3. If the determination has been made that an expansion of services has not or will not occur, then the Public Works Director and/or City Engineer shall document the decision along with those findings in which the determination is made and provide that to the applicant.
4. Any final, written administrative decision made pursuant to this title shall be considered final unless appealed by an affected person to the city council.

The appeal process shall follow the same standards as listed at 1-1-5 of City of Hayden Code.

8-2-27: CONSTRUCTION, ~~OWNERSHIP~~, OPERATION AND MAINTENANCE:

~~A. Applicability: All new subdivisions and construction of new or modified sewerage systems within the City of Hayden.~~

~~—BA.~~ Sewer Construction And Administration Policies: It shall be unlawful for any person to construct a sanitary sewer main within the jurisdiction of the City without first having made formal application to the City for approval and having complied with all requirements of the City and regulatory agencies. ~~The right to hook into the system may be granted only by written agreement with the City, which shall have the discretion to accept or deny applications based upon the existing and anticipated availability of capacity at the regional facility and in the collector system.~~ Sewer construction and administration policies are described in more detail as follows:

1. The City's ~~current adopted Collection System Master Plan has prepared a master sewer plan, dated September 30, 2002, and is~~ updated periodically, ~~that and~~ presents the ~~existing and~~ proposed layout of ~~sanitary~~ sewers in the City. New developments requiring an extension of the sewer system shall install sewers in accordance with the ~~intent of the Collection System Master Plan, such that the proposed and future developments can be adequately served. depth and alignment presented in the master sewer plan.~~ The City Engineer ~~or their designee~~ may make an adjustment in the plan if it ~~enhances the capability of the sewer to service the intended area is in the public interest.~~

2. All new subdivisions shall install ~~collection systems~~ ~~sanitary sewer to, and through the development,~~ and connect to an existing ~~collector~~ ~~sanitary~~ sewer line whether the development is adjacent to a public sewer or not, unless the City Engineer approves otherwise based upon the City Engineer's professional opinion that the connection would require an extension of the sewer line to the property that cannot be accomplished without placing an undue hardship upon the developer.

~~3. A separate water meter to measure irrigation usage separate from other water usage shall be installed by all new users or users modifying their existing use, except for single-family residences, for the purpose of calculating sewer flows.~~

~~—4. No new building shall be connected to an on-site sewer system without first providing evidence that there is no other way of providing sewerage service to the property.~~

~~—53.~~ Plans for development extensions of sewer systems, ~~modification or new lift station, and force mains~~ shall be submitted to the City along with the application for services. Said

plans shall be approved if in compliance with the City's ~~"master sewer plan"~~Collection System Master Plan and ~~"sewer policies and procedures"~~Sewer and Pump Station Policies and Procedures, and ~~"sewage pump station design policies and procedures"~~.

- a. Design plans and specifications for sewer main extensions shall be completed in accordance with IDAPA 58.01.16 Wastewater Rules.
- b. Design plans and specifications for pump stations (lift stations) to be constructed by others for eventual acceptance by the City Council and operation and maintenance by the City of Hayden, shall be completed by a Professional Engineer licensed in the state of Idaho and a Professional Electrical Engineer licensed in the state of Idaho from the City's approved Consultant Services Roster.

Any study for compliance with the City's standards by the City's Engineer shall be at the developer's expense. Developers or landowners are required to furnish free of charge to the City suitable ~~rights-of-way~~ right-of-way and/or easements for construction, operation, and maintenance of new, existing or future sewer systems. The City reserves the right to require full ~~or part~~ time inspection of any related construction and/or the developer to expose any section of sewer to check compliance with applicable standards. The cost of such inspection and/or excavation shall be at the expense of the developer. No excavation shall be started until required City fees have been paid and City/highway encroachment permits have been obtained.

~~64.~~ The City Engineer or the engineer's designee is authorized to draft sewer and pump station policies and procedures ~~and sewage pump station design policies and procedures~~, which, when accepted by the City Council, shall be applicable to extensions of the sewer system requirements.

~~57.~~ No ~~C~~ertificate of ~~O~~ccupancy will be issued for new or existing development connecting to new sewerage systems in public right-of-way or easement until the ownership of the sewer lines and appurtenances are dedicated to the City free and clear of all liens and encumbrances and accepted by the City for maintenance, and relevant fees are paid.

~~68.~~ The developer shall provide a bond or other guarantee as approved by the City in an amount equal to twenty-five percent (25%) of the construction cost, to provide all repair of new public sewer systems for a period ~~of one year~~ of 18 months after written acceptance by the City.

~~79.~~ The City may adopt connection fees for new service connections or extensions of public sewer.

8. All non-residential users, new or modifying their existing use, shall install a sampling manhole on their site for the purpose of sampling wastewater from a site.

9. No new building shall be connected to an onsite sewer system without first providing evidence that there is no other way of providing sewerage service to the property.

~~C. Ownership And Operation Of Facilities; Policy: It shall be the basic policy of the City of Hayden that all liftstations, sewer mains and trunk sewers located in public rights-of-way or dedicated easements to the City for such purposes shall be public sewerage facilities. These sewerage facilities shall, if the same are accepted in writing by the City, be owned, operated, and maintained by the City. Building sewers, service lines, service stubs, and individual pump stations shall be installed, owned, and maintained by individual users, except at the option of the City. The City shall be granted an easement for access and the repair, replacement, and operation of the individual pump stations if the same are accepted in writing by the City. New sewers in public rights-of-way or easements shall become public sewers when accepted by the City. (Ord. 349, 9-17-2003; amd. Ord. 596, 5-24-2019)~~

8-2-38: USE OF PUBLIC SEWERS AND MONTHLY USER FEE:

A. Applicability: All "users", which are connected to the sewer system, including, but not limited to, all subdivisions, single-family residences, condominiums, industrial, commercial, residential, recreational vehicle, and townhouse developments.

B. Use Of Public Sewers: The use of the public sewers and collector systems of the City of Hayden shall be in accordance with the following requirements:

1. No person shall discharge or cause to be discharged any stormwater, ground water, roof runoff, surface or subsurface drainage, untreated contaminated cooling water, or unpolluted untreated industrial process waters to any sanitary sewer.

2. Stormwater and all other unpolluted drainage shall be discharged in accordance with the City of Hayden Stormwater Ordinance.

3. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

a. Septic tank effluent and/or septage (solids pumped from septic tanks, holding tanks and RV tanks).

b. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

c. Any waters or wastes containing toxic or poisonous solids, liquids, organic chemicals, or gases in sufficient quantity (either singly or by interaction with other wastes)

to injure or interfere with any sewage disposal process, constitute any hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.

d. Any waters or wastes having a pH lower than 5.5 or greater than 8.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

e. Solid or viscous substances in quantities or of such size capable of causing obstruction to flow in sewers or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, animal wastes, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

4. Wastes, in particular fats, oils, and grease (FOG), shall not be discharged by nonresidential sewer users at concentrations in excess of one hundred fifty milligrams per liter (150 mg/L). The City of Hayden will periodically sample the effluent from nonresidential users to check for compliance. If the user fails to meet the one hundred fifty milligrams per liter (150 mg/L) requirement, the discharge will be retested no sooner than two (2) weeks but within one month of the violation, at the expense of the sewer user, and thereafter on a continuing monthly basis until compliance with the standard is achieved or a date of compliance is established with the City inspector to include the name of the contractor who will be performing the necessary modifications. Newly constructed restaurants, delicatessens, schools, etc., will install separation equipment adequate to ensure that they must meet the one hundred fifty milligrams per liter (150 mg/L) limit as a precondition to passing their final plumbing inspection.

5. No person shall discharge or cause to be discharged the following described substances, materials, and wastes if it appears likely in the opinion of the City that such wastes can harm either the sewer system, regional facility or equipment, have an adverse effect on the receiving stream or ground water or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming its opinion as to the acceptability of these wastes, the City will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage disposal process, capacity of the sewage disposal system, and other pertinent factors. The substances prohibited are those listed as hazardous wastes by the Environmental Protection Agency (EPA) in the EPA priority pollutant list, or other substances deemed unacceptable by the City, the Panhandle Health District, or the Idaho Department of Health and Welfare, Division of Environmental Quality.

6. The City has the right to refuse connection to the sewerage system when the system is not in compliance with State, Federal or local laws or regulations.

7. At the time of connecting to the sewer system, the property owner shall pay a stub installation fee, set by the City Council, for any existing stub or shall pay for a stub to be installed if a stub needs to be installed to connect the building sewer to the system, unless the installation of the stub was accomplished through a Local Improvement District in which the owner of the property participated.

C. Sewer User Charges For Operation, Maintenance And Replacement Of Sewerage System:

1. Purpose: There is hereby established a system of periodic service charges and fees in order to equitably impose upon all users of public sewerage systems the costs and expenses of maintenance, operation, replacement and other expenditures of the sewerage system. Said service charges and fees for purposes of computation shall be based upon: a) the volume and content of the effluent discharged into the sewerage system of the City; and b) the actual and expected costs and expenses of maintenance, operation, replacement, upgrading and repair of the sewerage system, such charges and fees being determined to be the benefit derived by each building, structure or user of the collector system and regional facility.

2. User Fee: All users shall be charged an appropriate user fee at such time as the user connects to the system. The user fee shall be based upon the following:

a. Minimum Service Unit: The basic minimum service unit shall be for a single-family dwelling. A single-family residence, each unit in a multi-unit dwelling, and each mobile home/manufactured home in a public and private mobile/manufactured home park shall be assessed the minimum service unit.

b. Water Usage Fee: All other users shall be charged a fee in such a manner as to approximate the potential wastewater service requirements, based upon information available to the City regarding the water usage for that user or similar users.

c. Flow Factors: The City shall have authority, but not the obligation, to adjust flow factors according to particular special circumstances; provided, however, that flow factors will not be reduced based upon claims of seasonal use or vacancy of a particular user.

d. Pretreatment: Any user that discharges industrial wastes or other pollutants may be assessed a surcharge on waste flows containing those pollutants and shall pretreat the waste prior to discharge.

3. Connection:

a. When the installation of the sewer main line has been accomplished through a Local Improvement District (LID), all residential, commercial, public or industrial users shall connect to the sewer within one year after the sewer service line becomes available. This includes all units in a multi-unit dwelling, all units in a Planned Unit Development (PUD), and all manufactured/mobile/mobile/manufactured homes in a mobile/manufactured home park. Failure to connect to the sewer within the one-~~year~~ period shall be a violation of this chapter.

b. If sewer main line extension is the result of private development or an LID, the City may prepay for any stubs that the City deems reasonably necessary to serve adjacent lands and the owner of the adjacent land shall pay to the City the installation fee set by the City Council when the connection occurs or the property is sold. The owner of the property adjacent to the sewer infrastructure shall be required to connect to the sewer when the land is developed (a. expansion of an existing structure in an amount equal to twenty five percent (25%) or more of the existing floor space, b. subdivision or c. new construction which changes use) or if the existing septic system fails. Failure to connect to the sewer shall be a violation of this chapter.

4. Billing And Payment:

a. User charges billed on a periodic basis as determined by the City, shall be due to the City within thirty (30) days of billing. Delinquent bills may be assessed late fees on the unpaid balance as set by resolution.

b. Billings for accounts shall be in the name and mailing address of the owner. A letter of agreement executed by the owner requesting sewer service and accepting responsibility for sewer charges shall be submitted by the owner prior to connection to the sewer system and at the time of change of ownership in order to continue sewer service to the property.

c. The owner in whose name the billing is currently being sent shall be responsible to provide to the City the name and address of any new owner of the property when a transfer of ownership is made.

d. The owner of any such premises using the sanitary sewer system shall be liable for all fees and charges assessed by the City. Such charges shall become a lien upon and against the property against which the charge or fee is levied to the extent permitted by law in the State of Idaho. In case of nonpayment or delinquency in the payment of the sewer charges of the fees imposed, the City is authorized upon ten (10) days' notice to the owner, occupant, or person in charge of premises, to discontinue sewer service and such sewer service shall remain discontinued until such fees, including a fee for reestablishment of

service has been paid to the City. All fees herein shall be at the discretion of the City Council. Said fees shall be set by Council resolution.

5. Delegation: The City hereby reserves the right to delegate administration, performance of operation and maintenance, and user charge collections to the regional board or to such other third party as may be deemed appropriate in the discretion of the City.

6. Revisions And Appeals To User Charge: Revisions to user charges shall be based upon total daily flow to the public sewerage system as measured by a sewer meter or a water meter. Any user may appeal the flow factor or user charge to the City Administrator within ninety (90) days of the mailing date on the bill for service that is being disputed. The notice of appeal shall be in writing, shall contain a factual basis and relevant supporting data for the appeal, and shall be submitted to the City Clerk. The City Administrator shall have the power to approve, amend, or deny the appeal and the decision of the Administrator shall be final. The user charge may be updated as necessary to reflect actual costs.

7. Flow Factor: The City reserves the right to adjust a particular flow factor from time to time (both with respect to adjustment of capitalization fees and with respect to assessment of greater or lesser O&M charges) in the case of a change in use or discharge of a particular user. The City may negotiate the flow calculation for a new connection and adjust the value after a reasonable period to verify actual use (~~typically 2 years~~), or upon the receipt of other relevant supporting data. (Ord. 349, 9-17-2003; amd. Ord. 543, 1-27-2015; Ord. 596, 5-24-2019; Ord. 605, 1-14-2020)

8-2-49: CAPITALIZATION FEES:

A. Applicability: This section is applicable to all new development within the City of Hayden that requires a building permit and requires connection to the Hayden sewerage system and those previously unconnected users that are required to connect to the City of Hayden sewer system.

B. Basis For Determining Capitalization Fees:

1. All new users shall pay the appropriate capitalization fee for existing platted lots at the time the building permit is issued, and for existing developed parcels prior to connecting to the sewer system; this money shall be placed in a special fund for utilization by the City of Hayden for sewer, interceptor, collection, and treatment system construction and obligations for the regional facility.

2. The capitalization fee for residential uses shall be based upon a minimum service unit. In no case shall the capitalization fee be less than that for one single-family residence. The capitalization fee for all other users shall be based upon the anticipated flow, which will be

monitored on an annual basis and adjusted based upon actual flows. Actual flows for capitalization fees shall be calculated in the same manner as flows for user charges.

3. The City reserves the right to adjust a particular flow factor if the initial flow factors are underestimated. When the initial flow factors have been underestimated or the use of the property has changed, the City may charge the user an additional capitalization fee for demonstrated usage of the system beyond that estimated at the time of connection.

4. The capitalization fees rates may be adjusted by resolution of the City.

5. Any additional capitalization fees that are due based upon the adjusted flows may be paid over a twelve (12) month period in six (6) equal payments added to the City's sewer utility billing. Extended surcharge payment periods not to exceed three (3) years may be granted with City Council approval. (Ord. 422, 6-13-2006; amd. Ord. 596, 5-24-2019)

8-2-510: PERMIT REQUIRED TO WORK ON PUBLIC SEWER:

It is unlawful for any person that is not a certified HARSB operator or City of Hayden employee to uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenances thereof without first obtaining a written permit approved by the City Engineer. (Ord. 387, 6-28-2005; amd. Ord. 596, 5-24-2019)

8-2-611: FINANCING WASTEWATER COLLECTION SYSTEM:

A. Funding mechanisms: The costs of expanding the City sewer collection system shall be financed and paid for by one or more of the following:

1. The Sewer Capitalization Fund as authorized by the City Council;
2. The creation of a local improvement district (LID) as provided by Idaho Code Title 50, Chapter 17; or
3. The property owners specifically benefitted by the construction of the sewer system expansion.

B. Lift Stations:

1. Designation of Lift Stations: The Public Works Director shall designate a lift station as temporary, regional, or sub-regional consistent with the most recent version of the Collection System Master Plan. The Public Works Director may, upon request when special circumstances exist and verified by a sewer technical memorandum to amend the Collection System Master Plan, change the designation of a lift station. If a developer requests the change in designation, the developer shall bear the cost of the sewer technical memorandum.

2. Installation of Temporary Lift Stations: Temporary lift stations may only be installed if the installation is approved by the Public Works Director. The party installing the temporary lift station shall be responsible for all construction and engineering costs and shall ensure that the temporary lift station is completed in accordance with City's sewer design and construction policies. Ownership, maintenance and operation of the temporary lift station shall transfer to City at the time the temporary lift station is accepted as operational by the City Council.

3. All lift stations shall be on property dedicated to the City. Temporary lift stations may have a reversionary clause to return the property to the original owner at the time the lift station is removed.

C. Expansion of the System and Reimbursement Eligibility:

1. Construction: A user may, with prior approval of the City, finance and construct an expansion to the sewer system, if the expansion is designed and constructed in accordance with City standards.

2. Eligibility Requirements: The developer has the potential to be reimbursed, as outlined below, for the cost of the sewer benefiting the developer's and other property by entering into a written agreement with the City, if any of the following apply:

a. The expansion is off-site and provides sewer service to other property (sewer mains along any frontage or on-site are not considered off-site) and was required to be over-sized or over-depth to serve other properties;

b. The expansion is onsite or on the frontage and is gravity sewer required by the most recent version of the Collection System Master Plan to be larger than twelve inches (12") in diameter to serve upstream properties outside of the development;

c. The expansion is onsite or on the frontage and is gravity sewer required by the most recent version of the Collection System Master Plan to be deeper than fifteen feet (15') to serve upstream properties. Depth for each segment is measured as the average depth between manholes measured in 25-foot increments measured from the finished grade to the invert of the pipe. Developer's engineer shall provide a spreadsheet with each sewer segment that summarizes the depth at the increments and average depth per segment.

d. The expansion is a regional permanent lift station.

e. The expansion is a sub-regional or temporary lift station which the City has required to be oversized in order to accommodate an area larger than the developer's property. This item also includes force mains that are required to be oversized to accommodate a larger area than the developer's property.

3. Application Requirements: To be eligible for reimbursement, the user must, unless otherwise approved by the Public Works Director, do the following:

- a. Meet eligibility requirements in C.2. of this section.
- b. Submit a reimbursement application for sewer collection system expansion. This application shall be submitted prior to preliminary plat approval. Details will be listed in the Construction Improvement Agreement and Master Development Agreement. Applications received after preliminary plat submittal shall not be considered. For development that does not require subdivision, the application shall be submitted at the time of site plan submittal to be considered;
- c. Design the sewer facilities in accordance with the most recent version of the Collection System Master Plan and Idaho Department of Environmental Quality (IDEQ) requirements and receive both City and IDEQ approval of the sewer construction plans and specifications;
- d. Construct sewers in accordance with the approved plans and specifications and in accordance with the City of Hayden quality control and project certification standards;
- e. Adhere to procurement requirements set forth in Idaho Code 67-2805; and
- f. For lift stations, the design/construction engineer shall be selected by the developer from the City's pre-qualified engineering services roster, current at the time of submittal. The City will act as the contracting agency.
- g. The developer may choose any civil engineer licensed in Idaho for on and off-site sewer main design and construction engineering. The developer will act as the contracting agency.

D. Amount of Reimbursement:

1. Off-site gravity extensions serving already developed areas: When the expansion is upsizing of existing pipes or re-routing areas already served by City sewer, the amount of reimbursement owed to the developer for off-site sewer extensions shall be based upon actual construction costs. Engineering costs for gravity extensions serving already developed areas are not eligible for reimbursement.

2. Over-size or over-depth onsite gravity extensions and off-site gravity extensions: The amount of reimbursement owed to the developer "over sizing or over-depth" line extensions shall be determined by multiplying the percentages listed in the tables below, by the actual construction costs for the various pipe sizes and depths required for the project. Sewer

mains (onsite, frontage, or offsite) that are not required to be oversized or deeper to serve others in areas that do not meet the requirements of D.1. are ineligible for reimbursement.

3. Off-site gravity extensions that are neither over-size, over-depth, nor serve already sewered areas are not eligible for reimbursement.

Table 8-2-6-1 - OVER-SIZE & OVER-DEPTH SEWER PIPELINE REIMBURSEMENT PERCENTAGE

Pipe Depth (Feet)		Pipe Diameter (Inches)				
		12	15	18	21-27	30
Pipe Depth (Feet)	Pipe Diameter (Inches)					
	12	15	18	21-27	30	
15 or less	0%	7%	18%	35%	43%	
16	4%	11%	21%	36%	45%	
17	9%	14%	24%	38%	46%	
18	12%	17%	27%	40%	47%	
19	16%	20%	29%	42%	49%	
20	19%	23%	31%	43%	50%	
21	24%	28%	35%	46%	52%	
22	28%	31%	38%	48%	53%	
23	32%	35%	41%	50%	55%	
24	35%	38%	43%	52%	57%	
25	38%	41%	46%	53%	58%	
26	42%	44%	48%	55%	60%	
27	45%	47%	51%	57%	61%	

28	47%	49%	53%	59%	62%
29	50%	52%	55%	60%	64%
30	52%	54%	57%	62%	65%

Table 8-2-6-2 - ON-SITE SEWER MANHOLE REIMBURSEMENT PERCENTAGE

Manhole Depth (Feet)	Pipe Diameter (Inches)		
	12-18	18-24	24-30
15 or less	0%	42%	60%
>15-20	16%	53%	68%
>20-30	38%	65%	72%

4. Permanent Lift Stations: The amount of reimbursement owed for the construction of a permanent lift station shall be based upon actual construction costs approved by the City.

5. Sub-regional or Temporary Lift Station Oversizing: The amount of reimbursement owed for installation of an oversized temporary lift station or an oversized sub-regional lift station shall be determined by estimating the cost of constructing a lift station to serve only the development in accordance with the City's sewer design policies, subtracted from the actual construction costs incurred by the developer. Force main reimbursement is limited to the additional cost of the pipe and fittings.

6. Engineering:

a. For regional permanent lift stations, the amount of reimbursement owed the developer for engineering shall be the actual engineering contract, as the City is the contracting agency. The developer shall give the City a retainer for which to pay the Engineer.

b. Engineering costs for sewer gravity mains, force mains, sub-regional lift stations, or temporary lift stations are not reimbursable.

E. Developer Agreements and Methods of Reimbursement:

1. A written agreement, not to exceed ten (10) years, shall be prepared which provides for reimbursement of the developer's costs to provide regional sewer infrastructure. If justified and approved by the City Council, the agreement is eligible for (1) one extension of no more than five (5) years. The agreement will detail the timing of payment by the developer and the timing of reimbursement by the City. The agreement shall include one of the following reimbursement types, up to the reimbursement amount:

a. Within the Subject Development Only: The developer may choose to receive collection cap fee reimbursement within its development at the rate of 75% of the fees collected until payment in full or until the agreement expires, whichever occurs first. Under this option, the developer does not receive any portion of capitalization fees paid by others outside the development within the service boundary.

b. Within the Service Boundary: The developer may choose to receive collection cap fee reimbursement within its development and within the service area of the constructed improvements at the rate of 50% of the collection cap fees collected until payment in full or until the agreement expires, whichever occurs first.

2. If an agreement already exists to commit a portion of collection capitalization fees within the basin of a lift station or within the benefited users of a sewer main, then the developer cannot recoup costs from those users until either the prior agreement has been fully reimbursed or the prior agreement expires. (Ord. 620, 4-27-2021)

CHAPTER 3 STORMWATER:

The achievement of standards, employment of methods and techniques required by this chapter shall be applicable in the following circumstances:

A. New Subdivisions: Development of every new subdivision of land within the jurisdiction of the City.

B. ~~Commercial And Industrial Development Sites~~: All ~~commercial and industrial~~ site development for which grading, site development, construction or building permits may be required pursuant to the land use regulations of the City.

C. Public Projects: All public projects within the jurisdiction of the City, including, but not limited to, street construction or reconstruction (modification of the cross section, not to include resurfacing), park development, building development or other public works construction or development which could or will affect stormwater drainage patterns within the jurisdiction. Except as necessary to maintain the continuity of existing stormwater handling systems, all new construction as outlined in this section, shall employ the methods

for stormwater management required by this chapter and shall otherwise be designed to minimize adverse impacts upon surface and ground water quality.

D. Land Disturbing Activities: Every building or land development permit where land disturbing activity is to occur on any part of the sites with a slope greater than fifteen percent (15%) or on sites less than five hundred feet (500') from environmentally sensitive areas such as wellhead protection areas and saturated aquifer recharge areas or on sites less than five hundred feet (500') distant horizontally from, and located vertically above any surface water in the form of a perennial or intermittent stream, river, pond, lake, wetland or similar surface feature which can be determined from USGS 7.5 minute quadrangle topographic maps, or as recognized by any State or Federal agency. Stormwater management plans may not be necessary for individual building sites if run off from the site has been accommodated by an approved stormwater management plan for the subdivision in which the site is located. However, detailed erosion control plans for individual building sites may still be required to be submitted to the City, who may require mitigating conditions upon the approval for the related permit activity. A building permit may be issued for minor additions to existing improvements without the preparation of a stormwater management plan if the City determines that the requirements of this chapter can be met by existing site conditions.

8-3-5: GENERAL REQUIREMENTS:

Unless otherwise exempt from compliance with the standards set forth in this chapter, all development to which this chapter is applicable shall comply with the following requirements and methods for stormwater management:

A. Contaminant Removals:

1. Stormwater expected contaminant removals shall be in accordance with State standards.

2. If the proposed development exceeds site limitations for ~~on-site~~ on-site infiltration methods, then an acceptable alternative stormwater collection, treatment and disposal system in accordance with an approved stormwater management plan shall be used. Said approved alternative on site stormwater collection and treatment systems may be proposed subject to specific approval by the City during the development review process.

B. Development: All development subject to this chapter shall be carried out such that the runoff of storm or other surface waters shall not be accelerated, concentrated, or otherwise conveyed beyond the exterior property lines or project boundaries of the project in question, ~~except in compliance with the provisions of Best Management Practices (BMPs) adopted pursuant to this chapter or as allowed through joint management of stormwater with adjoining property owners pursuant to agreement approved by the City. Except in a manner~~

which existed prior to development based upon a 25-year storm event as identified in the State of Idaho Department of Environmental Quality “Idaho Catalog of Storm Water Best Management Practices” (BMPs) or as allowed through joint management of stormwater pursuant to an agreement between the effected parties. Such agreement shall be reviewed by the City of Hayden’s legal counsel. A BMP is a physical, chemical, structural, or managerial practice that prevents, reduces, or treats storm water contamination or prevents or reduces soil erosion. The quality of surface runoff shall be protected by compliance with the design standards herein, the BMPs or an acceptable alternative. and BMPs adopted pursuant to this chapter.

C. Stormwater Management Plan Required: Each developer developing real property, unless exempted in this chapter shall develop a comprehensive stormwater management plan which addresses and complies with the requirements and standards established by this chapter and the plan criteria, design standards and BMPs adopted herein or by resolution pursuant to this chapter. Each plan for stormwater management shall be approved-prepared by a qualified, licensed professional, engineer in the state of Idaho, who shall submit both construction quality design drawings and supporting calculations for review by the City prior to start of construction. Each stormwater management plan shall also identify necessary maintenance requirements to be used in development of a stormwater maintenance plan.

D. Stormwater Maintenance Plan Required: Each developer who is required to or chooses to construct stormwater management systems in accordance with this chapter shall also establish, including assurance of adequate funding, the necessary maintenance system, including an acceptable plan for sustained functioning of the collection and treatment system, which shall become the ongoing responsibility of the property owner upon which the facility is located.

E. Continued Maintenance: When requested, the developer shall grant the necessary easements to the local government which may choose to provide continued maintenance of the system by public authorities or may require the owner to accomplish the same. The City is hereby authorized to establish a department of City government to perform maintenance service for stormwater management system components or to contract for such maintenance in order that drainage system components can be maintained. Such services shall be financed by charging fees to owners and/or occupants of real property benefited by such service.

F. Stormwater systems to treat and dispose of storm water run-off from public or private streets shall be located adjacent to public or private streets in public right-of-way in

accordance with City of Hayden typical roadway sections or in a separate tract unless otherwise approved by the City Engineer or their designee.

GF. Other Applicable Requirements: This chapter shall be applied in a manner consistent with the procedures set forth in the Zoning Ordinance, Subdivision Ordinance, Building Code Ordinance, and such other ordinances as the City may enact to regulate the use and development of land within the City pursuant to authority granted by Idaho Code title 65, chapter 67. For purposes of application of the design standards and other related documents and standards for the City, the City shall be designated as the permit authority.

H. Applicant is responsible for compliance with the Clean Water Act, and the National Pollutant Discharge Elimination System (NPDES). DEQ's Idaho Pollutant Discharge Elimination System (IPDES), Construction General Permit (CGP), and Panhandle Health District permit programs.

8-3-6: PERFORMANCE STANDARDS:

The following performance standards shall be applicable to all design, construction, implementation and maintenance of stormwater management systems pursuant to the jurisdiction exercised through this chapter:

A. Increase In Rate: There shall be no increase in the peak rate of runoff from the site when compared with the dissipation of stormwater in the undeveloped state for a 25-year storm of two (2) hour duration. Within project boundaries, sufficient retention capacity shall be constructed to detain surface flow to meet the performance standards established by this section.

B. Collection Or Concentration: No stormwater shall be collected or concentrated, except within a channel protected against erosion and containing energy dissipation measures to prevent further erosion on adjoining lands. Existing unprotected channels shall be protected against further erosion in the course of site development. Any site development or construction shall preserve installed components of a stormwater management plan. All disturbed soils shall be protected during the course of construction to prevent exposure to stormwater and to contain eroded materials should contact be made.

C. Directed To Infiltration Areas: Any and all collected stormwater shall be directed to infiltration areas which shall be established with grass and other approved plant materials or to an acceptable alternative stormwater management design. In general, grass infiltration areas or their acceptable alternatives shall be sized to hold and treat the first one-half inch ($\frac{1}{2}$ ") of stormwater runoff from all impervious surfaces. The overall stormwater disposal system shall have a capacity to handle a 25-year storm based upon the appropriate Idaho

Transportation Department IDF curve, without damage to the stormwater management system or adjacent land and improvements.

D. Where the proposed stormwater open-channel conveyance, collection, and/or disposal system is within 250-feet of an existing open-channel water body, wetland, or sensitive area, the stormwater system design shall identify the 100-year flood plain pre-development and post-development.

8-3-9: EXCEPTIONS:

A. Exceptions Granted: An exception from the requirements of this chapter or from the design standards adopted pursuant to this chapter may be granted only upon a showing of undue hardship due to unique site characteristics. Said exception may only be granted in such circumstances if the approval of the exception would not otherwise impair achievement of the standards or purposes of this chapter, would not impose additional burden upon adjoining or downstream lands or landowners, or otherwise disrupt the scheme of stormwater management in the community. It shall be incumbent upon anyone requesting an exception to provide data showing that alternative methods of stormwater handling proposed will produce comparable efficacy of the stormwater management measures required by this chapter. Applications for exceptions to the standards of this chapter may be applied for as follows.

~~B. Exceptions And Minor Modifications:~~

1. Application for an exception from a particular provision, regulation or standard of this chapter may be made in writing to the City Engineer. Application fees for administrative exceptions are as per the current fee schedule adopted by the City Council.

~~—2. Modifications that are considered to be minor in nature, as determined by the City Engineer, shall not require application or payment of fees.~~

~~23.~~ Exceptions ~~and minor modifications~~ may only be granted by the City Engineer based on the following findings:

a. The requested exception ~~or minor modification~~ will not be injurious to the public safety and welfare; and

b. If approved, the requested exception ~~or minor modification~~ will be equally protective of the public interest, and will otherwise achieve the identified purposes of this chapter.

~~4. Decisions of the City Engineer may be appealed to the City Council as provided for in this chapter. (Ord. 542, 1-27-2015; amd. Ord. 596, 5-24-2019)~~

8-3-10: ENFORCEMENT AND PENALTY:

Provisions of this chapter may be enforced in the following manner:

A. Calling the Bond or other collected surety to remediate the violation of the terms of this chapter may be used if the violating development does not remediate the violation within 48 hours of written notice provided by the City, to the City's satisfaction.

B. Fine: Violation of the terms of this chapter may be punishable in accordance with ~~the standards of Idaho Code section 18-113~~Hayden City Code 1-3-1(C). Each day of violation shall constitute a separate offense.

CB. Civil Action: May be enforced by civil action to compel performance and completion of, or maintenance of, facilities installed pursuant to this chapter.

CE. Revocation Or Denial Of Permits Or Certificates: May have building permits or certificates of occupancy denied or revoked, as the case may be. Occupancy of a dwelling or building without an approved ~~Certificate of Occupancy~~ shall constitute a violation of this chapter in addition to any Building or Zoning Ordinance from which the occupancy requirement is derived.

CHAPTER 4 PRETREATMENT

8-4-1: GENERAL PROVISIONS:

B. Administration: Except as otherwise provided herein, the Superintendent shall administer, implement and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the Superintendent may be delegated ~~by the Superintendent to other City or HARSB personnel~~to the City Engineer and/or the Public Works Director or their designee.

TITLE 8 UTILITIES: CHAPTER 5 MAJOR AND MINOR UTILITY INFRASTRUCTURE:

8-5-5: DESIGN STANDARDS:

A. Standards: ...

8. Height Of Proposed Infrastructure (i.e., Water Storage, High Voltage, Etc.):

TABLE 1: NEW MAJOR UTILITY INFRASTRUCTURE CRITERIA

		With Camouflage Design	With Approved Minor Modification
Zone Category	Maximum Height	Maximum Height	Maximum Height With Exception ⁵
R1, RS, ~~R-M~~ /F-MR	75' ¹	75'	90'
C, MU	90' ²	110'	132'
CBD	90' ^{2,3}	110'	132'
L-I, A	120' ⁴	150'	180'

TITLE 8 UTILITIES: CHAPTER 6 WIRELESS COMMUNICATION FACILITIES:

8-6-4: UTILITIES COMPLIANCE PERMIT SUBMITTAL REQUIREMENTS:

A. In order to have a complete application for consideration the following items must be submitted:

4. Documentation: Applications submitted under this section for towers shall include the following materials:

d. Noise Study: Verification that the proposed structures and associated equipment meets subsection 4-1-1[DP1](?) of this Code shall be required. A noise study, if the proposal is in or within two hundred feet (200') of Residentially zoned property or in the downtown core, may be required.

8-6-9: SHARING OF SUPPORT TOWERS AND COLOCATION OF FACILITIES:

A. Sharing And Colocation: ...

4. Placement Provisions - Towers: Towers shall be located only in those areas described in table 2 of this subsection, provided that towers that are proposed to be located in a Residential Zone or within two hundred feet (200') of a Residential Zone shall be subject to the siting priorities set forth for preferred tower locations in section 8-5-3 of this title.

TABLE 2: NEW WIRELESS COMMUNICATION TOWER CRITERIA

Zone Category	May Be Located In Public Right-Of-Way (ROW) ⁵	Maximum Tower Height	Stealth (Camouflage) Design	Setback From Property Lines (Does Not Apply Within ROW)
R-1, R-S, ~~R-M/F-MR~~	Yes	75' ¹	Required	25', subject to section 8-6-10 of this chapter
C, ~~MU~~	Yes	90' ²	Optional ²	20', subject to section 8-6-10 of this chapter
CBD	Yes	90' ²	Required ³	
L-I, A	Yes	120' ⁴	Optional ⁴	20'; 25', subject to section 8-6-10 of this chapter

8-6-11: DESIGN STANDARDS:

A. Standards: . . .

2. Lighting: For support towers, only such lighting as is necessary to satisfy FAA requirements is permitted. White strobe lighting will not be allowed, unless specifically required by the FAA. Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, as long as it is appropriately down shielded to keep light within the boundaries of the site. All such lighting shall be fully shielded, and all lighting shall be contained on the lot. When lighting is proposed a photometric plan shall be submitted which demonstrates compliance with these standards. "Fully shielded" lighting shall meet the definition of subsection ~~11-18-5~~[11-4-5\(D\)](#) of this Code.

TITLE 9 BUILDING REGULATIONS:

CHAPTER 5 ROAD NAMING AND ADDRESSING:

9-5-1: GENERAL PROVISIONS:

A. Title: This chapter shall be known as the *ROAD NAMING AND ADDRESSING ORDINANCE OF THE CITY OF HAYDEN, IDAHO*.

B. Authority: This chapter is authorized under the provisions of article 12, section 2 of the Idaho constitution and by title 50, chapter 13 and title 67, chapter 65 of the Idaho Code, as amended or subsequently codified.

C. Purpose: This chapter further implements portions of the city of Hayden comprehensive plan and supplements the Hayden zoning and subdivision ordinances. Its purpose is to provide the residents of the city with a uniform and standardized system of road naming and addressing to:

1. Minimize future road name and addressing conflicts.
2. Provide a database for city records and enhanced 911 service.
3. Expedite property identification by emergency services.
4. Comply with the published U.S. postal service publication 28.

D. Jurisdiction: These regulations shall apply to the naming of all public and common private roads and the addressing of all structures and parcels within the incorporated city limits of Hayden.

E. Applicability: This chapter shall apply to all property and to all public and private roads within the city.

F. Implementation And Responsibilities: The ~~city engineering~~Community Development department shall have the authority to implement, administer, and enforce provisions of this chapter. For the purposes of addressing, the ~~engineering department~~Community Development department will hold and maintain all addressing data. The ~~engineering~~Community Development department is authorized to cooperate with Kootenai County and emergency service providers in administering this chapter. Authority under this chapter includes, but is not limited to:

1. Assigning address numbers in accordance with this chapter and the Hayden "Addressing Standards And Application Manual".
2. Approving new street names.

3. Maintaining the addressing database to include mapping.
4. Assembling, updating, and maintaining an official list of all street names throughout the city for use by all jurisdictions.
5. Providing, in the appropriate format, assigned address information to Kootenai County geographic information system (GIS), the local telephone exchange provider, and the local U.S. post office.
6. Providing assistance and information regarding addressing to local jurisdictions. This includes the creation and maintenance of the Hayden property address guide in cooperation with Kootenai County and emergency services providers.

G. Guidelines Of Interpretation: Words used in the present tense include the future; words used in singular number include the plural and vice versa. The word "shall" is mandatory, the word "should" is directory, and the word "may" indicates the use of discretion. Unless the subject matter clearly requires otherwise, the words or phrases used shall have the meanings commonly appropriate to their context and the purposes of this chapter. (Ord. 444, 12-11-2007)

9-5-2: STREET NAMING:

A. General Road Naming Provisions: Streets, proposed with a subdivision or through other processes, shall be named and the names approved by the city and Kootenai County GIS.

In selecting street names, the following provisions shall be employed:

1. Centerline alignment road name standards should be observed for noncontinuous roads, unless there is no possibility for extension of the road to make it a continuous through road.
2. Names of similar pronunciation and/or spelling shall be prohibited (example: Briar Lane, Brier Lane).
3. Variations of the same name with a different road designation shall be prohibited within the first word of the two (2) word title or in the road extension (example: Pine Road, Pine Drive, White Pine Road, White Lilly Lane).
4. No road name shall consist of more than two (2) words or contain more than fourteen (14) letters, excluding the road direction (N, S, E, and W) and extension (street, lane, court, etc.).
5. No road shall have more than one name.

6. No road name shall contain the words north, south, east, or west or any combination thereof, within the road name. All named roads that extend from incorporated areas into unincorporated areas shall retain the same name.

7. Roads that have a definite north-south directional course should be designated as a "street".

8. Roads that have a definite east-west directional course should be designated as an "avenue".

9. Roads that do not have a definite directional course should be designated as a "road", "drive", "trail", "way", or "lane".

10. A dead end road or cul-de-sac less than one thousand feet (1,000') in length, when not an extension of an existing road or a continuation of a proposed road, should be called a "court".

11. A road that has its ingress and egress on the same road should be designated a "loop".

12. A road that circles back upon itself should be designated as a "circle".

13. Special scenic routes or park drives may be designated "parkway" upon review and approval by the ~~city engineer~~ Community Development Director or their designee.

14. A newly established road, which has less than a ~~one hundred twenty five foot~~ (125')125-foot centerline alignment offset from an existing road intersection, shall continue the same road name. A newly established road, which has more than a ~~one hundred twenty five foot~~ (125')125-foot centerline offset from an existing road intersection, shall be assigned a new name.

15. Roads, public or private, shall be named according to the regulations in this chapter when serving or potentially serving three (3) or more users.

16. Duplicate road names are prohibited within the city. Existing duplicated names shall be corrected in accordance with this chapter to the greatest extent that is practical.

17. For the purposes of addressing developments with multiple buildings in a complex (commercial, industrial, office, residential or combination thereof), a road centerline may be established and named from which to assign addresses. For instance, within a commercial shopping center or multi-family development, a fire lane or main drive may be established and named for addressing purposes so that addresses may be derived from the designated road centerline.

B. Naming New Roads Or Naming Unnamed Roads: Any new road to be established within the city, public or private, or any existing unnamed road, public or private, shall require a road name approved by the ~~city engineer~~Community Development department and Kootenai County (for E911 purposes).

1. In the case of plats, approved road names shall be specified on the final plat map.

2. In the case of other new roads or naming of unnamed roads, the owner or owners and/or contract buyers of properties abutting said road, may petition, in writing on a form provided by the city, to the ~~city engineer~~Community Development department, to request an official name for a new road. The ~~city engineer~~Community Development Director shall give due consideration to any and all road name petitions, only after all road naming requirements of this chapter are met. The city engineer shall officially designate the road name having the greatest percentage of approval in the event a fifty one percent (51%) approval is not obtained.

The ~~engineering~~Community Development department shall give consideration to any street name requests only after all street naming requirements of this chapter are met. Once a name request is approved, the name will be added to the official street name list. The applicant shall be responsible for the cost of the sign and installation.

C. Renaming Of Existing Duplicated Road Names: Where duplicate names exist, roads may be renamed by the ~~city engineer~~Community Development Director to eliminate duplication. The ~~city engineer~~Community Development Director shall decide which roads shall be renamed using the following criteria:

1. When the road was originally named.
2. The number of improved properties served by the road.
3. Other factors as deemed appropriate to promote community health and safety.

D. Official Designation Of Existing Road Names: With the adoption of this chapter, all road names properly named shall be designated as the official road names. By resolution, the city council should confirm the approved list of street and road names. Subsequent adjustments and changes may be made by further resolutions.

E. Renaming Of Other Roads: In cases where property owners request to change the name of a road which has an existing city approved name, the property owners may petition the city council for such a change. Property owner-initiated requests under this subsection shall require ~~seventy five percent (75%)~~75% approval of property owners abutting the road and the payment of an applicable fee. Changes may be authorized by the city council when it is found to be in the public interest and meets the naming requirements of this chapter.

F. Controversial Or Disputed Street Names: The ~~city engineer~~Community Development Director shall have the discretion to refer any disputed road name, addressing issues, or controversial road name changes to the city administrator for resolution. (Ord. 444, 12-11-2007)

9-5-3: ADDRESSING PROCEDURES:

A. General Addressing Procedures: Addressing along the city roads shall be based on the address grid established by Kootenai County, which is:

Kootenai County shall be divided into four (4) quadrants with the address origination point located at the southwest corner of Section 13, Township 50 North, Range 4 West, B.M., being approximately the intersection of Northwest Boulevard and Government Way in the city of Coeur d'Alene as follows:

1. To the north, from the origination point as defined above, to the Kootenai County's north boundary.
2. To the east, from the origination point as defined above, to the Kootenai County's east boundary.
3. To the south, from the origination point as defined above, through the center of Coeur d'Alene Lake to Kootenai County's south boundary.
4. To the west, from the origination point as defined above, to the center of the Spokane River, then westerly down the center of the Spokane River to Kootenai County's west boundary.
5. From the point of beginning, one thousand six hundred (1,600) address numbers will be added as each section line is crossed (approximately 1,600 units per mile).

B. Address Numbers: Address numbers shall be clearly readable from the street, and shall contrast with background color pursuant to the international fire code. If a structure is more than ~~seventy five feet (75')~~75-feet from the street, or is otherwise not clearly visible from the road, its address shall be posted at the intersection of its access and the public or private road. The address sign shall be no less than four feet (4') or more than six feet (6') above the ground on a substantial, maintained post or standard. The view of the address from the road must be unobstructed. All primary letters, numbers, and symbols shall be a minimum of four inches (4") in height, with a one-half ($\frac{1}{2}$) stroke, and shall be contrasting with the background color.

Property owners are responsible for displaying proper address identification in accordance with this chapter.

C. Address Number Assignments: The following are basic standards for addressing:

1. Address numbers will run consecutively to the north, south, east, and west from the point of beginning.

2. From the point of beginning, one thousand six hundred (1,600) address numbers will be designated per linear mile.

3. All addresses shall be defined with a direction letter (N, S, E, W) following the address number, pursuant to the grid defined in subsection A of this section (address grid) (example: 8930 N. Government Way).

4. Even numbers shall appear on the south and east side of roads and odd numbers on the north and west sides.

5. If a building (commercial, industrial, office, residential or combination thereof) has a number of entrances, each serving a separate occupant, then the building may be assigned an address and the individual units shall be assigned subunit numbers or individual addresses may be assigned to each entrance.

6. A building (commercial, industrial, office, residential or combination thereof) with one main entrance shall be assigned one number with the owner of the structure responsible for providing designated individual subunit numbering.

7. Manufactured home parks shall be assigned one number for each lot within the park based on the addressing system coordinates. Roads within the manufactured home park shall be signed according to section [9-5-4](#) of this chapter.

8. For multiple buildings in a development (commercial, industrial, office, residential or combination thereof), it may be appropriate to establish a private road centerline for addressing purposes. Buildings would then be addressed using the established road centerline in accordance with numbering procedures in this chapter.

9. Projects requiring site plan review shall be assigned addresses as part of the site plan review process. The arrangement of buildings and vehicular travel aisles and the implications to addressing should be considered when reviewing site plans.

10. All addressing plans shall be reviewed and approved by Kootenai County GIS department to ensure conformance to emergency services protocols.

For effective and efficient emergency services and enhanced 911, it is important to provide consistent and uniform addressing procedures throughout the county. In addition to the basic standards for addressing set forth in this chapter, the city of Hayden property addressing guidelines to be adopted by resolution by the city council shall be followed to

provide solutions to addressing situations that do not fall within the type of streets or scenarios that are provided in this chapter.

D. Addressing Along Roads: A diagonal or meandering road shall be assigned numbers depending upon the address baseline that it most favors.

1. Circle and loop road direction designations shall be determined by the road's predominate direction (N, S, E, W).

a. For circle roads, the numbering shall start at the intersection point of the road closest to the address origination point and shall proceed in a clockwise direction using a consecutive numerical order with the odd/even numbers based on the starting point of the circle road as if the road were straight.

b. For loop roads, the beginning of the road is designated by the closest intersection to the origination point and increases numerically to the point that is the farthest from the origination point.

2. Properties with structure(s), or bare land parcels, that have a driveway shall be assigned an address based on a primary access point on a named road or common driveway.

3. Properties that have multiple driveways shall have a designated primary access point. If this primary access point is not designated by the property owner, the ~~city engineer~~City shall make the official determination and designate a primary access point that will be used for address assignment.

4. All plats produced as a result of subdivisions, minor subdivisions, planned unit developments, condominium, or other projects that require the establishment of primary access points from public or private roads for driveways shall have predesignated primary access points. These points shall be utilized to assign addresses to the associated parcels. The primary access points shall be verified by the ~~city engineering~~Community Development department prior to final plat processing, and also verified by the building department prior to the receipt of a certificate of occupancy for new structures to determine the actual address. (Ord. 444, 12-11-2007)

9-5-4: STREET SIGNS:

Road signs shall be placed, constructed and installed in conformance with the city of Hayden standards for public works construction as adopted by the city council and the "Manual Of Uniform Traffic Control Devices" (MUTCD).

Specifically, public road signs shall be green with white lettering. Private road signs shall be blue with white letters. (Ord. 444, 12-11-2007)

9-5-5: ENFORCEMENT:

A. Violations: It shall be unlawful for any person to:

1. Erect or install a street name sign not in accordance with this chapter; or
2. Remove, alter, change, or deface a street name sign or address identification erected or installed as provided herein; or
3. Place or post addresses not approved by this chapter; or
4. Fail to place an address visible from the road.

B. Penalties: Any person who violates or fails to comply with any of the provisions of this chapter shall be guilty of an infraction punishable by a fine of one hundred dollars (\$100.00).

In the event that violations of this chapter are not corrected within fifteen (15) days of written notice, the city may perform the work and bill the property owner(s). (Ord. 444, 12-11-2007)

9-5-6: ADMINISTRATIVE PROVISIONS:

~~A. —A. Administrative Procedures: The city council may, by resolution, adopt formal administrative procedures; create fee schedules, etc., to facilitate implementation of the purpose and intent of this chapter. In the interpretation and application of the provisions of this chapter the requirements will be held to be minimum requirements.~~

~~A.B. Schedule of Fees, Charges, and Expenses: The City Council shall establish by resolution a schedule of fees, charges and expenses and a collection procedure related to the administration and enforcement of this chapter. The cost and maintenance of private road signage shall be the sole responsibility of the owner and/or applicant.~~

~~CB. AppealsAppeal of Administrative Decision: Appeals concerning interpretation or administration of this chapter may be filed by any affected person in accordance with 11-1-9(A). Such appeals shall be filed within a reasonable time of the action being appealed, not to exceed thirty (30) days, by filing with the city engineer a notice of appeal specifying the grounds of the appeal. The city engineer shall schedule the item for review by the city administrator to be commenced within a reasonable period of time after receipt of a completed notice of appeal and shall give due notice to any affected party. The city engineer shall transmit to the city administrator all paper that constitutes the record upon which the action appealed was taken. The city administrator shall decide the appeal. The decision of the city administrator may be appealed to the city council.~~

Enforcement actions may not be appealed.

- B. **ACTION ITEM** Consider Professional Services Agreement with Architects West for Phase 1 Design of McIntire Park



Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: June 16, 2026

Agenda Item: Consider Professional Services Agreement with Architects West for Phase 1 Design of McIntire Park

Agenda Item Location

New Business

Background and Recommended Action or Motion

Staff recommends authorizing the Mayor to sign the contract with Architects West to complete Phase 1 Design of McIntire Park in the amount, not to exceed without prior council approval, of \$228,500.

After completing the Master Planning work for McIntire Park, the next steps in the evolution to construction is to design the park and prepare the bid documents for construction of Phase 1 and portions of Phase 2 as part of this work. Staff expects to work with HURA and/or use Impact Fee dollars to cover the costs associated with design.

Fiscal Impact

The decision to move to design will cost the amount included in the proposal, no additional fiscal impact is anticipated until after construction is complete.

Budget Funding Source / Transfer Request

121-113-59831-9006

Attachment

Professional Services Agreement with Architects West
Scope of Service for Phase 1 Design



AGREEMENT made between The City of Hayden Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, Architects West, herein "CONSULTANT".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONSULTANT to perform the work associated to the attached scope of service for Design level work associated with McIntire Park, Phase 1. Further details are outlined in Exhibit A – Fee Proposal Letter, attached.
2. PAYMENT: ENTITY agrees to pay CONSULTANT for their services rendered under this Agreement at the attached rates per hour as attached with the scope of service not to exceed without prior approval of \$228,500, as dictated by the Hayden City Council and communicated to the CONSULTANT. The parties agree that CONSULTANT will invoice ENTITY for payment under this Agreement for services rendered herein.
3. RIGHT OF CONTROL: CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. INDEPENDENT CONSULTANT RELATIONSHIP: CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.
6. LICENSES AND LAW: CONSULTANT represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement.

CONSULTANT further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.

11. WARRANTY: CONSULTANT 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. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: CONSULTANT agrees to indemnify 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 arising out of or in connection with the act and/or any performances or activities of CONSULTANT, CONSULTANT's agents, employees, or representatives under this Agreement.

13. WAIVER OF CLAIMS: CONSULTANT, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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 CONSULTANT employs ten (10) or more persons, CONSULTANT 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.

19. 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.

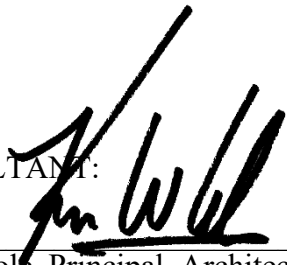
20. Certification that Company is Not Currently Owned or Operated by the Government of China. Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated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

DATED this _____ day of _____, 2026.

ENTITY:

Mayor

CONSULTANT:



Kevin Cole, Principal, Architects West, Inc.

ATTEST:

City Clerk

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

June 5, 2026

City of Hayden
Attn: Lisa Ailport, City Administrator
8930 N Government Way
Hayden, Idaho 83835

RE: City of Hayden McIntire Park
PHASE 1 PROFESSIONAL SERVICES FEE PROPOSAL

Dear Lisa Ailport,

Thank you for the opportunity to provide this proposal for Phase 1 implementation of the McIntire Park Master Plan. This proposal outlines our understanding of the Phase 1 scope, the professional services we propose to provide, the anticipated schedule, and our fee proposal. Please review the following information and feel free to contact me to discuss any questions you may have.

Project Understanding:

Architects West has been asked to develop design, permitting, bidding, and construction documents for Phase 1 improvements at McIntire Park in Hayden, Idaho. The work is intended to advance the adopted master plan into a constructible first phase that supports initial park use while establishing infrastructure for future phases.

The McIntire Park Master Plan identifies Phase 1 as the first implementation package for the park. Phase 1 focuses on site preparation, earthwork, utility and infrastructure improvements, a new approach from Honeysuckle Avenue, new parking lot, new pathways, Christmas tree installation, and the stage/band shell with access road. The first phase establishes the primary open lawn/turf area, portions of the circulation network, the food truck row, and related site improvements.

The professional services described below are therefore organized around civil, landscape, electrical, architectural, and structural work needed for Phase 1. Future master plan elements such as the playground, natural play area, multi-use sports court, restroom building, bocce ball, trellis, and other Phase 2 improvements are excluded except where coordination is required to avoid conflicts or to prepare infrastructure for future work.

Process for Project Development:

TASK I - Phase 1 Validation / Schematic Design

- **Estimated Timeline:** 4-6 weeks
- **Scope Description:**

- Review the adopted McIntire Park Master Plan and confirm the Phase 1 limits, priorities, and deliverables with City staff.
- Validate Phase 1 scope items including site preparation, earthwork, utility and infrastructure improvements, Honeysuckle Avenue approach, parking lot, stage/band shell, open lawn/turf area, food truck row, irrigation, and electrical site improvements.
- Confirm which existing site elements are to remain, be protected, be removed, or be modified during Phase 1 construction.
- Review available survey, geotechnical, utility, environmental, and record information and identify additional information needed to support design.
- Coordinate initial input from civil, electrical, architectural, and structural.
- Identify permitting, agency coordination, and approval requirements for the Phase 1 improvements.
- Coordinate with City for future grant applications and plan requirements for submittal.
- Deliverables:
 - Site plan concept and narrative defining scope and design.
 - Civil narrative including utilities, stormwater, and right of way improvements.
 - Electrical narrative describing scope of electrical work and coordination requirements.
 - Architectural and structural narrative describing the scope of the stage/band shell.

TASK II - Design Development

- **Estimated Timeline:** 4 to 6 weeks
- Scope Description:
 - Develop the approved schematic Phase 1 concept to Design Development level.
 - Coordinate site layout, grading, drainage, utilities, parking, access, pathways, lawn/turf areas, landscape, irrigation, and electrical infrastructure.
 - Develop the stage/band shell design, including preliminary architectural design, structural system, foundations, power, lighting, and performance-related infrastructure needs.
 - Review design progress with City staff and incorporate feedback related to operations, events, maintenance, circulation, parking, public safety, and future phase coordination.
 - Coordinate with the Authority Having Jurisdiction and affected utility providers to confirm permitting expectations and service requirements.
 - Update the construction cost opinion based on the Design Development documents.
- Deliverables:
 - Design Development site plan including demolition, layout, grading, irrigation, planting, and associated site details.
 - Stormwater, and utility design plans at Design Development level.
 - Stage/band shell plans, elevations, sections, material concepts, and structural system concepts.
 - Electrical site infrastructure plans including site lighting, power distribution, band shell power, food truck power coordination, irrigation controls, and service coordination.
 - Outline specifications and updated opinion of probable construction cost.

TASK III - Construction Documents

- **Estimated Timeline:** 6 to 8 weeks
- **Scope Description:**
 - Prepare Construction Documents for Phase 1 improvements suitable for permitting, bidding, and construction.
- **Deliverables:**
 - Site/Civil Design
 - Demolition Plan
 - Layout Plan
 - Grading Plan
 - Site materials plan
 - Irrigation Plan
 - Stormwater design and calculations
 - Utility Services plan
 - Material Specifications and details
 - Phasing Plan if needed
 - Site utilization plan
 - Architectural / Structural Design
 - Stage/band shell plans, elevations, sections, and details.
 - Foundation plan and structural details for the stage/band shell.
 - Material specifications and details
 - Electrical Design
 - Power systems plan
 - Lighting and lighting control plan for band shell
 - Site Lighting and electrical utility service coordination
 - Electrical equipment schedules, details, and technical specifications.
 - Bidding and Project Manual Documents
 - Bid documents and front-end coordination with the City.
 - Technical specifications in Construction Specifications Institute (CSI) format where applicable.
 - Contract documents based on an AIA Owner-Contractor agreement, subject to review by Owner legal counsel.

TASK IV - Permitting and Bidding

- **Estimated Timeline:** 6 to 8 weeks
- **Scope Description:**
 - Assist the City with permitting applications and agency submittals required for Phase 1 construction.
 - Coordinate permit review comments and prepare document revisions or responses as required.
 - Coordinate issuance of construction documents for bidding.
 - Assist with bid advertisement, pre-bid meeting coordination, and bidder questions.
 - Prepare addenda as needed during the bidding period.
 - Assist the City with bid review and recommendation for award.

TASK V - Construction Administration

- **Estimated Timeline:** Duration of construction (assume 6 to 8 months)
- **Scope Description:**

- Review contractor submittals and shop drawings for general conformance with the Contract Documents.
- Coordinate responses to Requests for Information (RFIs).
- Participate in construction management and Owner team meetings. Assume bi-weekly meetings for the construction duration unless adjusted by the City.
- Provide construction observation site visits and field reports. Site visit frequency shall be coordinated with the City and may be adjusted to the pace of construction.
- Review contractor monthly payment requests.
- Prepare and review change order requests as needed.
- Project closeout, including one Substantial Completion inspection by the A/E team and one final completion inspection. Substantial Completion will include review and tracking of the Contractor punch list and issuance of a substantial completion certificate. A final completion letter will be issued when required.

PROPOSED FEE:

Architects West proposes to provide the Phase 1 professional services described above for a fixed fee of Two hundred twenty-eight thousand and five hundred dollars (**\$228,500**).

Consultant Services and Project Support include the following:

- Environmental Site Assessment
- Boundary Survey & Topographic Survey
- Geotechnical Evaluation
- Civil Engineering
- Site Design / Landscape Architecture
- Structural Engineering
- Architectural Design
- Electrical Engineering
- Cost Estimating

Although this proposal is for Phase 1, a significant portion of the work completed during this effort will benefit Phase 2 and later park improvements. This includes coordination of site utilities, grading, infrastructure, survey, geotechnical information, and overall design systems that are not limited only to Phase 1. As a result, the Phase 1 fee is higher than it would be for a stand-alone first phase only. However, this early work is intended to reduce the level of effort required for Phase 2, making that future phase more efficient and more “plug and play” once the City is ready to proceed.

This approach is also reflected in the survey and geotechnical proposals, which were priced to capture information for the broader park area and not only the immediate Phase 1 construction limits.

GENERAL INFORMATION AND ASSUMPTIONS

- The scope of this proposal is limited to Phase 1 of the McIntire Park Master Plan. Phase 2 improvements are excluded except where coordination is required to support future implementation.

- Phase 1 is assumed to include site preparation, earthwork, utilities and infrastructure, Honeysuckle Avenue approach, parking lot, stage/band shell, walkways, irrigation, landscape, and electrical improvements within the Phase 1 limits.
- Playground, natural play area, multi-use sports court, restroom building, bocce ball, trellis, and other Phase 2 improvements are excluded unless added by written authorization.
- Hazardous materials investigation, environmental remediation, traffic studies, off-site roadway design beyond the required approach improvements, and agency application fees are excluded unless added by written authorization.
- Furniture, movable equipment, performance equipment, sound systems, and temporary event equipment are excluded unless specifically included in a future scope amendment.
- Opinions of probable construction cost are provided for planning purposes and are not a guarantee of bids or construction cost.
- Acoustical engineering related to the band shell is not included but is an option we can explore if deemed appropriate.

Reimbursable expenses are in addition to the fees above and include expenditures made by the Architect in the interest of the Project. Reimbursable expenses are subject to a ten percent administrative fee.

- Reprographics for deliverables.
- Mailing expenses.
- Sub-consultant expenses when not included in Architects West fixed-fee Basic Services.
- Project website, if required.
- Bid document posting expenses to a third-party document management website, if required.
- Permit application fees and agency review fees, if required.

Please let me know if you have any questions or require clarification regarding any aspect of this proposal.

Sincerely,

ARCHITECTS WEST, INC.



Bryce Olberding
Principal



Molly Teal
Landscape Architect

5. **REPORTS**

A. City Administrator Report and Calendar Review

June 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1 11:00am Joint City Council and HURA Board Meeting 5:30pm Planning and Zoning Commission (Council Chambers)	2 1:00pm Public Safety Commission	3	4 4:00pm Veterans Commission	5	6
7	8	9 5:00pm City Council Meeting (City Hall Council Chambers)	10 2:00pm Arts Commission Workshop 3:00pm Arts Commission	11 11:00am Historic Preservation Commission Meeting	12	13
14	15 5:30pm Joint City Council and Planning and Zoning 5:30pm Joint City Council and Planning and Zoning	16	17 1:00pm City Council Special Meeting - FY27 Budget 4:00pm Parks & Recreation Commission	18	19 8:00am City Hall Closed Juneteenth	20
21	22	23 5:00pm City Council Meeting	24 10:30am Hayden Bike Rodeo (Hayden Community Library)	25	26	27 11:00am Dog Days of Summer-Fest (Stoddard Park)
28	29	30	Jul 1	2	3	4

July 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1	2 4:00pm CANCELLED Veterans Commission	3	4 City Hall Closed (Independence Day)
5	6 Copy: Annual Development Impact Fee Update 5:30pm Planning and Zoning Commission (Council Chambers)	7	8 3:00pm Arts Commission	9 11:00am Historic Preservation 4:00pm Veterans Commission Meeting 6:00pm Summer Concert Series	10	11 Hayden Triathlon (Honeysuckle Beach)
12	13 1:30pm Anissa Crane & Kathy Muir re: IDPR Parks Grant Opportunities Check In (City Hall) - Event	14 5:00pm City Council Meeting (City Hall Council Chambers)	15 4:00pm Parks & Recreation Commission	16 6:00pm Summer Concert Series (McIntire Family Park)	17	18
19	20 5:30pm Planning and Zoning Commission (Council Chambers)	21	22	23	24 2:00pm Hayden Days (McIntire Family Park)	25 10:00am Hayden Days (McIntire Family Park)
26	27	28 5:00pm City Council Meeting	29	30 6:00pm Summer Concert Series (McIntire Family Park)	31	Aug 1

- B. Law Enforcement
- C. Mayor/Council
- 6. **REQUEST FOR FUTURE AGENDA ITEMS**
- 7. **ADJOURNMENT**