

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

Tuesday, July 28, 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 15, 2026 Joint City Council and Planning and Zoning Commission Meeting Minutes

**DRAFT MINUTES OF THE JOINT CITY COUNCIL
AND PLANNING AND ZONING COMMISSION MEETING
FOR THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO**

Monday, June 15, 2026

Special Meeting: 5:30 PM

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

CALL TO ORDER

The meeting was called to order at 5:33 PM.

ROLL CALL OF COUNCIL MEMBERS

Present: Ed DePriest, Tony Grano, Chris Morris, Matthew Roetter, Tom Shafer, Shawn Taylor, Ron Walters, **Absent:** David Erickson, Vince Vargus.

1. WORKSHOP

A. Review the Impacts of the New State Laws on Titles 11 and 12 of Hayden City Code

City Legal Counsel Fonda Jovick presented a legal analysis with a supporting documentation handout and reviewed definitions in Senate Bill 1352 related to workforce, affordable, and attainable housing, as well as starter home subdivisions. She noted that the Hayden Comprehensive Plan already includes relevant housing data and does not require amendment. She also summarized new Idaho Code 67-6541, which establishes standards for starter home subdivisions, including a maximum lot size of 1500 square feet, and stated that Hayden's city code will need updates regarding lot sizes, setbacks, and fees.

During discussion, concerns were raised about infrastructure limitations, including remaining sewer connections and street capacity. Community Development Director Donna Phillips reviewed how state requirements compare with existing residential zoning. Members discussed parking requirements, density considerations when starter homes are part of a larger subdivision, and tools to evaluate infrastructure impacts. Additional comments included exploring collaboration with other cities on potential legal challenges, adding AMI-based affordability requirements, and inviting bill sponsors to a future meeting.

Council Member Roetter reported on related discussions at the Association of Idaho Cities conference, highlighting deed restrictions and infrastructure concerns tied to recently passed State Law regarding accessory dwelling units, and noting AIC's effort to collect statewide feedback. Mayor Davis requested exploration of a garage requirement. Staff will draft code amendments based on the discussion and bring them back for further consideration.

2. ADJOURNMENT

The meeting was adjourned at 7:16 p.m.

Abbi Sanchez, City Clerk

Sadie Roe, Planning and Zoning Commission Clerk

Alan Davis, Mayor

B. Approval of June 17, 2026 Special City Council Meeting Minutes

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

Wednesday, June 17, 2026

Special Meeting: 1:00 PM

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

CALL TO ORDER

Mayor Davis called the meeting to order at 1:03 PM.

ROLL CALL OF COUNCIL MEMBERS

Present: Matthew Roetter, Ed DePriest, Tom Shafer, and David Erickson

1. UNFINISHED BUSINESS

- A. **ACTION ITEM** Contract with Trafficorp for Portable Temporary Traffic Signals at Hayden Avenue and Ramsey Road

Public Works Director Alan Soderling requested approval to add portable temporary traffic signals at the intersection of Hayden Avenue and Ramsey Road to support traffic flow during the closure of Honeysuckle Avenue and Ramsey Road.

MOTION: Council President DePriest motioned to approve the contract as proposed. Council Member Roetter provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

2. NEW BUSINESS

- A. **ACTION ITEM** Authorize contract with Wood Boat Builders, LLC dba Stancraft Construction Group to demolish, grade, and pave a portion of Sundler Road from Wyoming Avenue to a point 654 feet North to complete the full roadway section at a cost not to exceed \$87,000.

Public Works Director Alan Soderling explained that the city has an opportunity to pave a section Sundlar Road to its typical section while private frontage improvements are occurring within the area.

MOTION: Council Member Roetter motioned to approve the contract as proposed. Council President DePriest provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

3. WORKSHOP

A. Fiscal Year 2027 Budget Planning

At the third budget planning workshop, updates since the last session were provided, including a 12.5% increase in III-A benefits for fiscal year 2027, which is higher than originally anticipated, and information regarding new construction-related property tax impacts.

Public Works Director Alan Soderling presented an overview of the city's sewer enterprise funds, explaining the purpose of the Operations and Maintenance Fund, Capitalization Fee Fund, Revenue Bond Fund, and Sewer Replacement Fund. He reviewed the proposed FY2027 budgets for each fund, noting that the Hayden Area Regional Sewer Board (HARSB) operations and maintenance (O&M) account for 54% of O&M expenses and that the FY2026 O&M rate increase of approximately 14% was primarily due to rising treatment costs. Proposed reserve policies for sewer funds were outlined, mirroring those of the general fund. Staff reviewed the proposed FY2027 rate increase of 4.9%, equal to \$3.18 per ER per month, with HARSB treatment costs identified as the primary driver. A breakdown of how sewer rates are calculated was provided: 41% treatment, 21% collection, 13% debt service, and 3% replacement/reserve.

Proposed capital improvement projects were presented, including updates to the Sewer Master Plan, a Sewer Collection Study, and ongoing work on the Sewer Capitalization Fee Study, in addition to several gravity sewer and piping improvement projects.

The Riley Place Force Main project was also discussed; with road construction now completed, this project is not anticipated to move forward in the near future.

4. ADJOURNMENT

The meeting adjourned at 2:12 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

C. Approval of June 23, 2026 City Council Meeting Minutes

**DRAFT MINUTES 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

The meeting was called to order at 5:20 PM.

ROLL CALL OF COUNCIL MEMBERS

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

Ed DePriest attended the meeting virtually.

PLEDGE OF ALLEGIANCE

Mayor Davis asked Ian Cosby to lead the pledge of allegiance.

ADDITIONS OR CORRECTIONS

Mayor Davis announced that the Ramsey–Honeysuckle roundabout project has begun and is expected to continue through mid-August, noting that updates will be shared on the city's social media channels and asking the public for patience during construction. He also reminded the community that the Bike Rodeo will be held tomorrow at the Hayden Library beginning at 10:30 a.m., and that the annual Dog Days event will take place Saturday at Stoddard Park, encouraging attendees to leash their dogs.

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
- C. Approval of Hayden Days Entertainment Agreement with Ruby Frog Entertainment
- D. Approval of 2026 FunFlicks Outdoor Movies Screen Rental Contract
- E. Approval of Payments to 2026 Hayden's Got Talent Winners
- F. Approval of the Appointment of Kyle Jackson to the Veterans Commission
- G. Approval of PZE-26-0035 Monaghan Estates Subdivision Preliminary Plat Written Decision
- H. Approval of Contract with Buczak's Spray Service, LLC dba Panhandle Spray Services for Weed Control Services at City Sewer Lift Station Sites
- I. Approval of Contract with Coeur d'Alene Sprinkler and Backflow, LLC for Irrigation System Installation at the Public Works Facility
- 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
- K. Approval of Bills for Payment

MOTION: Council Member Shafer moved to approve the consent calendar as read. Council Member Erickson provided the second.

ROLL CALL VOTE:

Council President DePriest	Yes
Council Member Erickson	Yes

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

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

None

3. COMMISSION REPORT

A. Veterans Commission

Chair Ian Cosby reported that the Veterans Commission successfully planned and executed the Memorial Day event and has since completed an after-action review, adding feedback to its lessons-learned and best practices document to support continuity and improvement. He noted recent commission membership changes, with one member departing, one new member joining, and additional interested individuals being considered, with capacity for up to nine commissioners.

The commission conducted a comprehensive review of its standard operating procedures (SOP), streamlining the format, clarifying sections, updating templates, and improving the speaker selection process, with final revisions expected for approval in July. Ongoing projects include working with the Mayor and the city's web developer to create an online mapping feature for memorial plaques, as well as finalizing SOP updates. Future efforts will involve developing a physical map of the memorial plaza to help visitors locate engraved bricks and beginning the process of soliciting and selecting the next Distinguished Veteran of the Year.

4. NEW BUSINESS

A. ACTION ITEM Proposed Amendments to Hayden City Code Titles 8 and 9

Community Development Director Donna Phillips presented proposed updates to Hayden City Code Titles 8 and 9, explaining that staff has been reviewing and modernizing various sections in phases. Title 8, which covers utilities, has been revised to align definitions with other city plans and standards and to update terminology related to wastewater, stormwater, pretreatment, utility infrastructure, and wireless communication facilities.

Changes in the wastewater chapter clarify service eligibility, service area boundaries, and design standards, and remove reimbursement for sewer manholes, which are generally uniform regardless of pipe size.

Updates to the stormwater chapter broaden applicability so that stormwater requirements apply to all development requiring building or site development permits, not just non-residential projects, and clarify design standards, exceptions, and enforcement. Councilmembers discussed how open-channel water bodies, wetlands, and sensitive areas are defined, with staff explaining that regulatory authority depends on the feature and may involve agencies such as Idaho Fish and Game, USGS, FEMA, or the U.S. Army Corps of Engineers. Council requested future training to better understand regulatory jurisdictions and processes.

In the pretreatment chapter, outdated references to a "superintendent" were replaced with "city engineer or public works director" for consistency.

Chapters addressing utility infrastructure and wireless communication facilities included corrections to outdated zone references and incorrect code citations.

Title 9 updates move responsibility for road naming and addressing from engineering to community development to reflect current practice and align administrative procedures with the rest of the code. Councilmembers asked clarifying questions, particularly regarding stormwater regulations and technical definitions, and staff confirmed that remaining citation issues will be corrected moving forward.

MOTION: Council Member Erickson moved to direct staff to bring the proposed code amendments to council for a public hearing. Council Member Shafer provided the second.

ROLL CALL VOTE:

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

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

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

The Council considered a professional services agreement with Architects West for Phase One of the McIntire Park design. Staff clarified that the agreement covers design work through construction management services, while the actual construction contractor will be selected later through the required public procurement process. Council members asked whether project tasks would move sequentially, and staff confirmed they would.

MOTION: Council Member Shafer moved to approve the agreement as presented. Council Member Erickson provided the second.

ROLL CALL VOTE:

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

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

5. REPORTS

A. City Administrator Report and Calendar Review

In the absence of City Administrator Lisa Ailport, the following was provided by staff and Mayor Davis.

Honeysuckle–Ramsey intersection is now closed for construction for most of the summer. Water utility work on Reed Road will continue for several more weeks and is causing traffic impacts. The City will soon begin its annual chip seal projects on the west side of Highway 95, with scheduling details expected following an upcoming pre-construction meeting. Staff also announced an ITD public meeting on the Prairie Avenue transportation plan scheduled for July 8 at the county fairgrounds from 4:30 to 7:00 p.m. Additional calendar updates included the Veterans Commission meeting moving to July 9, City Hall's closure on July 3, and the start of the summer concert series on July 9. The Hayden Triathlon will take place July 11, with council members participating in a city team. Council requested clarification

regarding temporary traffic lights associated with the roundabout detour. Staff explained that temporary lights were not part of the original detour plan but were later approved by the Council to help address expected congestion on Hayden Avenue. The contract was issued last week, and the lights will be installed once materials arrive. Staff emphasized they are working as quickly as possible and noted that summer traffic volumes contribute to congestion regardless of construction.

B. Law Enforcement

The item was heard following the Commission Report.

Lt. Sifford provided the monthly law enforcement update, noting that while recent statistics list two rape reports, these incidents were isolated and do not indicate an ongoing problem in Hayden. One incident involved a student on a school trip and was ultimately reported to an agency in California, and the other involved individuals who had briefly connected online. Both cases remain under investigation. He also referenced an active homicide case, clarifying that the incident stemmed from a vehicle crash that resulted in a fatality, which is why it appears under the homicide classification. Lt. Sifford reported a significant increase in thefts, largely attributed to repeated incidents at major chain stores, while residential and business thefts remain typical for the area. He explained that fluctuations in reporting can be influenced by store loss-prevention practices and how incidents are referred to law enforcement.

C. Mayor/Council

Council member Erickson shared that he and Councilmember Roetter attended the Association of Idaho Cities annual conference in Boise from June 10–12. He highlighted the value of the sessions and noted particular interest in youth advisory councils used in other Idaho cities, explaining that such a program could improve youth engagement and strengthen communication about city events and initiatives. He plans to return with more details for future consideration.

Mayor Davis reminded the public that the city's law enforcement needs questionnaire is still open and encouraged residents to participate.

6. REQUEST FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT

The meeting was adjourned at 5:48 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

- D. Approval of Independent Contractor Agreement with RC Worst & Company for Safety Grates



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 7-22-2026

Agenda Item: Request for Authorization of Independent Contractor Agreement with R.C Worst

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommend the approval and authorization of the mayor to sign the Independent Contractors Agreement with R.C. Worst & Company in the amount of, not to exceed without prior approval, \$15,522.48.

Functional Impact of Authorizing

This is an independent contractor's agreement for R.C. Worst to install safety grates at select lift stations around Hayden. We installed some safety grates last year and are trying to install the remaining grates that are still in need.

Functional Impact of Not Authorizing

If this is not approved, then the city will not install new safety grates in lift stations.

Fiscal Impact

This project is included in the FY2026 budget. It will be charged as an operation and maintenance item for each lift station; therefore, this agreement does not impact the FY2026 budget.

Budget Funding Source

GL – 210-246-57011 – Emerald Oaks LS O&M

GL – 210-246-57015 – Riley Place LS O&M

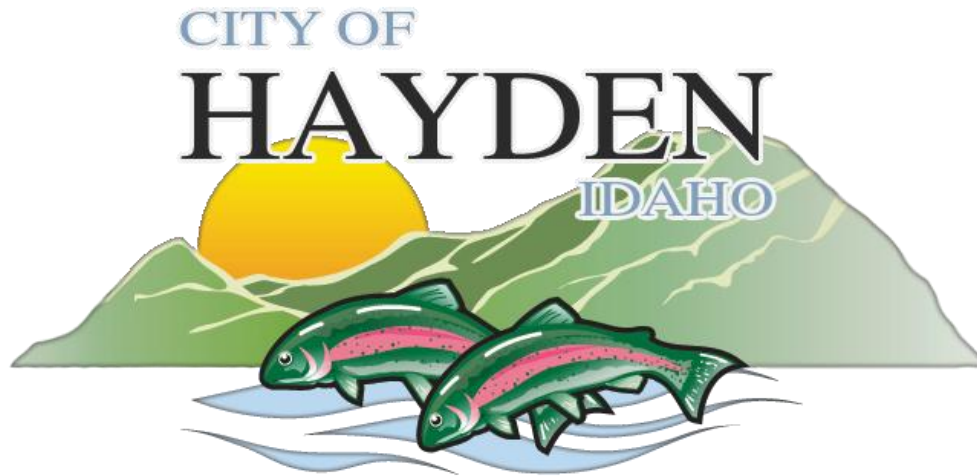
GL – 210-246-57017 – Gianna LS O&M

GL – 210-246-57014 – Moonridge LS O&M

GL – 210-246-57016 – Heatherstone LS O&M

Attachments

Independent Contractor Agreement with R.C. Worst & Company



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and R.C. WORST & COMPANY, INC., herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform the installation of safety grates at select city lift stations as detailed in Attachment 1. CONTRACTOR agrees to provide all materials and services for the project(s) in accordance with the attached written specifications and quotes.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by August 30, 2026.
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$15522.48 without prior approval by Council.
4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent CONTRACTOR of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.
5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property to the extent such is caused by the negligent acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

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

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

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

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

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

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

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

DATED this _____ day of _____, 2026.

ENTITY:

CONTRACTOR: R.C. WORST & COMPANY, INC.

CITY OF HAYDEN

By: 

By: _____

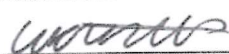
Its: Estimator Technical Sales

Mayor

ATTEST:

WITNESS:

Clerk



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



Project Quotation

R.C. Worst & Company, Inc.
625 E Best Avenue
Coeur d'Alene ID 83814

Quote Number: **2061**
 Quote Date: **Jul 10, 2026**
 Expiration Date: **Jul 20, 2026**
 Contract Estimator: **Chris Reinbold**

BILL TO	JOB SITE
Hayden, City Of - C101860 8930 N Government Way Hayden Lake ID 83835	Hayden, City Of - C101860 8899 N Heather Way Hayden ID 83835

Installation of Halliday X1S Retro-Grate

SCOPE OF WORK

Installation of Halliday X1S Retro-Grate

Halliday Products - Single Panel - Series X Retro-Grate

We propose to install Halliday Products - Single Panel - Series X Retro-Grate system for the sewer wet well at 8899 N Heather Way, Hayden ID, 83835.

The following major pieces of equipment along with accessories will be installed to provide a complete, functional Series X Retro-Grate system.

LEAD TIME FOR RETRO-GRATE FROM MANUFACTURE 3-4 WEEKS

Material Description	Qty
HALLIDAY X1S RETRO-GRATE A36A48ACAAAAA	1
Misc. Mechanical to Complete installation	1
Mileage	15
Use Tax	2465
Material Total	\$1,904.90
Labor Total	\$1,250.00
Taxable Subtotal	\$1,745.00
Tax Amount	\$0.00
Total	\$3,154.90

ACCEPTANCE OF PROPOSAL - The above prices, specifications, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in the amount of the total above, will be made as outlined.

R.C Worst & Company Inc.

Chris Reinbold

Date:

07/10/2026

Acceptance Signature

Date:

This proposal may be withdrawn by us after Jul 20, 2026 if not accepted.



Project Quotation

R.C. Worst & Company, Inc.
625 E Best Avenue
Coeur d'Alene ID 83814

Quote Number: **2058**
 Quote Date: **Jul 10, 2026**
 Expiration Date: **Jul 20, 2026**
 Contract Estimator: **Chris Reinbold**

BILL TO	JOB SITE
Hayden, City Of - C101860 8930 N Government Way Hayden Lake ID 83835	Hayden, City Of - C101860 10150 N Hubble St Hayden ID 83835

Installation of Halliday X1S Retro-Grate

SCOPE OF WORK

Installation of Halliday X1S Retro-Grate

Halliday Products - Single Panel - Series X Retro-Grate

We propose to install Halliday Products - Single Panel - Series X Retro-Grate system for the sewer wet well at 10150 N Hubble St., Hayden ID, 83835.

The following major pieces of equipment along with accessories will be installed to provide a complete, functional Series X Retro-Grate system.

LEAD TIME FOR RETRO-GRATE FROM MANUFACTURE 3-4 WEEKS

Material Description	Qty
HALLIDAY X1S RETRO-GRATE A35M47MCAAAAA	1
Misc. Mechanical to Complete installation	1
Mileage	15
Use Tax	2460
Material Total	\$1,889.60
Labor Total	\$1,250.00
Taxable Subtotal	\$1,730.00
Tax Amount	\$0.00
Total	\$3,139.60

ACCEPTANCE OF PROPOSAL - The above prices, specifications, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in the amount of the total above, will be made as outlined.

R.C Worst & Company Inc.

Chris Reinbold

Date: 07/10/2026

Acceptance Signature

Date:

This proposal may be withdrawn by us after Jul 20, 2026 if not accepted.



Project Quotation

R.C. Worst & Company, Inc.
625 E Best Avenue
Coeur d'Alene ID 83814

Quote Number: **2059**
 Quote Date: **Jul 10, 2026**
 Expiration Date: **Jul 20, 2026**
 Contract Estimator: **Chris Reinbold**

BILL TO	JOB SITE
Hayden, City Of - C101860 8930 N Government Way Hayden Lake ID 83835	Hayden, City Of - C101860 3544 W Robinson Ave Hayden ID 83835

Installation of Halliday X1S Retro-Grate

SCOPE OF WORK

Installation of Halliday X1S Retro-Grate

Halliday Products - Single Panel - Series X Retro-Grate

We propose to install Halliday Products - Single Panel - Series X Retro-Grate system for the sewer wet well at 3544 W Robinson Ave., Hayden ID, 83835.

The following major pieces of equipment along with accessories will be installed to provide a complete, functional Series X Retro-Grate system.

LEAD TIME FOR RETRO-GRATE FROM MANUFACTURE 3-4 WEEKS

Material Description	Qty
HALIIDAY X1S RETRO-GRATE A35E47ECAAAAA	1
Misc. Mechanical to Complete installation	1
Mileage	15
Use Tax	2447
Material Total	\$1,868.82
Labor Total	\$1,250.00
Taxable Subtotal	\$1,710.00
Tax Amount	\$0.00
Total	\$3,118.82

ACCEPTANCE OF PROPOSAL - The above prices, specifications, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in the amount of the total above, will be made as outlined.

R.C Worst & Company Inc.

Chris Reinbold

Date: 07/10/2026

Acceptance Signature

Date:

This proposal may be withdrawn by us after Jul 20, 2026 if not accepted.



Project Quotation

R.C. Worst & Company, Inc.
625 E Best Avenue
Coeur d'Alene ID 83814

Quote Number: **2060**
 Quote Date: **Jul 10, 2026**
 Expiration Date: **Jul 20, 2026**
 Contract Estimator: **Chris Reinbold**

BILL TO	JOB SITE
Hayden, City Of - C101860 8930 N Government Way Hayden Lake ID 83835	Hayden, City Of - C101860 1782 W Orchard Ave Hayden ID 83835

Installation of Halliday X1S Retro-Grate

SCOPE OF WORK

Installation of Halliday X1S Retro-Grate

Halliday Products - Single Panel - Series X Retro-Grate

We propose to install Halliday Products - Single Panel - Series X Retro-Grate system for the sewer wet well at 1782 W Orchard Ave., Hayden ID, 83835.

The following major pieces of equipment along with accessories will be installed to provide a complete, functional Series X Retro-Grate system.

LEAD TIME FOR RETRO-GRATE FROM MANUFACTURE 3-4 WEEKS

Material Description	Qty
HALLIDAY X1S RETRO-GRATE A29I48ACAAAAA	1
Misc. Mechanical to Complete installation	1
Mileage	15
Use Tax	2376
Material Total	\$1,719.56
Labor Total	\$1,250.00
Taxable Subtotal	\$1,565.00
Tax Amount	\$0.00
Total	\$2,969.56

ACCEPTANCE OF PROPOSAL - The above prices, specifications, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in the amount of the total above, will be made as outlined.

R.C Worst & Company Inc.

Chris Reinbold

Date: 07/10/2026

Acceptance Signature

Date:

This proposal may be withdrawn by us after Jul 20, 2026 if not accepted.



Project Quotation

R.C. Worst & Company, Inc.
625 E Best Avenue
Coeur d'Alene ID 83814

Quote Number: **2055**
 Quote Date: **Jul 9, 2026**
 Expiration Date: **Jul 20, 2026**
 Contract Estimator: **Chris Reinbold**

BILL TO	JOB SITE
Hayden, City Of - C101860 8930 N Government Way Hayden Lake ID 83835	Hayden, City Of - C101860 11016 N Cutlass St Hayden ID 83835

Installation of Halliday X1S Retro-Grate

SCOPE OF WORK

Installation of Halliday X1S Retro-Grate

Halliday Products - Single Panel - Series X Retro-Grate

We propose to install Halliday Products - Single Panel - Series X Retro-Grate system for the sewer wet well at 11016 N Cutlass St., Hayden ID, 83835.

The following major pieces of equipment along with accessories will be installed to provide a complete, functional Series X Retro-Grate system.

LEAD TIME FOR RETRO-GRATE FROM MANUFACTURE 3-4 WEEKS

Material Description	Qty
HALLIDAY X1S RETRO-GRATE A35M47MCAAAAA	1
Misc. Mechanical to Complete installation	1
Mileage	15
Use Tax	2460
Material Total	\$1,889.60
Labor Total	\$1,250.00
Taxable Subtotal	\$1,730.00
Tax Amount	\$0.00
Total	\$3,139.60

ACCEPTANCE OF PROPOSAL - The above prices, specifications, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in the amount of the total above, will be made as outlined.

R.C Worst & Company Inc.

Chris Reinbold

Date:

07/10/2026

Acceptance Signature

Date:

This proposal may be withdrawn by us after Jul 20, 2026 if not accepted.

E. Ratification of 2026 Amended Northern States Security Contractual Services Agreement



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: July 22, 2026

Agenda Item: Approval of **Amended** 2026 Northern States Security and Investigations Inc. Contractual Services Agreement (for Events)

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends approval of the **Amended** 2026 Northern States Security and Investigations Inc. Contractual Services Agreement.

Functional Impact of Authorizing

In addition to the originally approved agreement with Northern States Security for events, the amended agreement includes the following changes:

- Provide security for the Beer and Wine Garden at Hayden Days
- A provision for additional security if needed for any of the City's events at the current rate of \$32/hour/officer, 4-hour minimum.

Having security at Hayden Days for the beer and wine garden helps maintain safety, compliance and order that come with serving alcohol in a public setting.

Functional Impact of Not Authorizing

By not approving the agreement, there is the possibility of issues arising that City staff would not have the expertise to handle. As well, Northern States Security has extensive experience with the City's events (since 2008) and currently provide overnight security. Having a security officer will help protect City staff and property as well as support compliance with the City's rules.

Fiscal Impact

Per the agreement, the City of Hayden will pay Northern States Security and Investigations Inc. an amount not to exceed \$275.00 to provide security for the beer and wine garden.

Budget Funding Source/Transfer Request

Sponsorship monies for this event is receipted into GL Account 110-750-41201 cc 1153 (Hayden Days)
The contract is paid from GL Account 110-721-58001 cc1153 (Hayden Days).

Attachment

Amended 2026 Northern States Security and Investigations Inc. Contractual Services Agreement



AMENDED
2026 NORTHERN STATES SECURITY AND INVESTIGATIONS INC.
CONTRACTUAL SERVICES AGREEMENT
Rev 7/21/26

AGREEMENT made between the City of Hayden, a political subdivision of the state of Idaho, herein "CITY" and Northern States Security and Investigations Inc., P.O. Box 2615, Hayden, ID 83835, an Idaho corporation, herein "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** CITY hereby employs CONTRACTOR as an independent contractor to provide security services for certain CITY events. CONTRACTOR agrees to provide all materials and services associated with the services referenced herein.
2. **PERFORMANCE EXPECTED:**
CONTRACTOR will meet and coordinate with the CITY and Kootenai County Sheriff's Office to provide the following:
 - a. Hayden Days, McIntire Family Park, 8930 N. Government Way, Hayden
One (1) Uniformed Officer onsite to provide security for the following dates and times:
 - Thursday, July 23, starting at 8:00 p.m.-Friday, July 24, ending at 6:00 a.m. (10 hours)
 - Friday, July 24, starting at 9:00 p.m.-Saturday, July 25, ending at 8:00 a.m. (11 hours)
 - Saturday, July 25, starting at 9:00 p.m.-Sunday, July 26, ending at 8:00 a.m. (11 hours)
 - **Friday, July 24 and Saturday, July 25, 4:00-8:00 p.m. on each day to provide security for the beer and wine garden. (8 hours total for both days)**
 - b. Hayden Days Parade Traffic Control (4-hour minimum per officer):
 - The Hayden Days Parade will be held on Saturday, July 25, and starts at 10:00 a.m.
 - Three uniformed Officers will be stationed at intersections along the parade route before the parade starts per instructions from designated CITY personnel.
 - c. Hayden Lights Parade Traffic Control (4-hour minimum per officer):
 - The Hayden Lights Parade will be held on Saturday, December 5, and starts at 5:00 p.m.
 - Three uniformed Officers will be stationed at intersections along the parade route before the parade starts per instructions from designated CITY personnel.
 - d. **For CITY events, if any additional security is needed, the CITY has the option procure security from CONTRACTOR at \$32/hour/officer with a four-hour minimum.**
3. **COMPENSATION:** CITY agrees to pay CONTRACTOR at the rates outlined below:
 - a. Hourly rate of \$32.00 per Officer
 - b. For parades, the per-gallon fuel charge is the current rate for three cars (3) at five (5) gallons each.
 - c. There is a four-hour minimum for each of the officers working the parade.

4. **PAYMENT:** Hayden City Council meets the 2nd and 4th Tuesday of each month. Invoices must be submitted 10 days prior to each Council meeting and will be processed for payment within 10 days following Council approval.
 - a. For Hayden Days event and parade, payment to CONTRACTOR is **not to exceed \$1,470.00 without prior approval by Hayden City Council.**
 - b. For Hayden Lights, payment to CONTRACTOR per this contract is **not to exceed \$450.00 without prior approval by Hayden City Council.**
 - c. For Hayden Days Beer and Wine Garden, payment to CONTRACTOR is **not to exceed \$275.00**
5. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent CONTRACTOR of CITY and in no way an employee or agent of CITY and is 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 CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. CITY 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.
6. **WARRANTY:** CONTRACTOR warrants that all services will be performed in a good workmanlike manner and acknowledges that it will be liable for any breach of this warranty.
7. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, 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.
8. **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, 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 CONTRACTOR'S acts. CONTRACTOR 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.
9. **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 CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.
10. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
11. **NONDISCRIMINATION:** No person shall be discriminated against in the providing of the services herein under and the CONTRACTOR shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the CONTRACTOR will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.

12. **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.
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.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
15. **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.

DATED this 21st day of July, 2026.

CITY OF HAYDEN



Alan Davis, Mayor

CONTRACTOR



Joe Dettis / Northern States Security

ATTEST:

Abbi Sanchez, City Clerk

- F. Ratification of 2026 Hayden Days Beer and Wine Garden Agreement with Brewscape Beer Company



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: July 22, 2026

Agenda Item: Approval the 2026 Hayden Days Beer and Wine Garden Agreement with Brewscape Beer Company

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends City Council to approve the 2026 Hayden Days Beer and Wine Garden Agreement with Brewscape Beer Company.

Functional Impact of Authorizing

Approval of this agreement allows for a beer and wine garden operator at Hayden Days. Security has also procured to help monitor the beer and wine garden.

Functional Impact of Not Authorizing

Not authorizing means there would be no beer and wine garden at Hayden Days, which has been a staple since 2008, so may be seen as unfavorable by the community.

Fiscal Impact

Per the agreement, Brewscape Beer Company paid a vendor fee of \$125 to operate the beer and wine garden and will not need electricity.

Budget Funding Source/Transfer Request

The vendor fee was receipted into GL Account 110-750-41201 cc 1153 (Hayden Days).

Attachments

2026 Hayden Days Beer and Wine Garden Agreement with Brewscape Beer Company



HAYDEN DAYS BEER AND WINE GARDEN AGREEMENT

AGREEMENT made between the City of Hayden, a political subdivision of the State of Idaho (hereinafter referred to as "CITY"), and **Brewscape Beer Co., 9551 N. US Hwy 95, Unit A, Hayden, ID 83835**, (hereinafter referred to as "VENDOR").

THE PARTIES AGREE AS FOLLOWS:

1. **BEER AND WINE GARDEN**: CITY allows VENDOR to utilize CITY owned property, located at 8930 N. Government Way for the purpose of operating the BEER AND WINE GARDEN during the annual Hayden Days event from **Friday, July 24, 2:00-8:00 p.m. through Saturday, July 25, 12:00-8:00 p.m.**, inclusive, to sell and dispense beer and wine. VENDOR agrees to pay CITY the **sum of \$125.00 for this right, to be paid by July 22, 2026.** This right to set up and operate the BEER AND WINE GARDEN is not a lease and is not subject to any landlord/tenant laws.
2. **SAFETY**: VENDOR agrees to provide appropriate chemical-type fire extinguisher(s), as required by the Northern Lakes Fire District Fire Marshall, and to comply with all reasonable orders of said Fire Marshall. VENDOR further agrees to comply with all state and local laws relating to activities in the park and the selling and serving beer and wine.
3. **VENDOR ENTRANCE OPENING AND CLOSING**: Vendors can drive to their booth spaces through the Public Works gate on the east side of the park and set up. Once set up, vendors will park their vehicles in the Public Works parking area. **Once the event begins, the drive-through entrance will be locked, and the man-gate will remain open, so vendors can access their vehicles.**
4. **PERMITS/LICENSES**: VENDOR agrees to obtain or provide the CITY proof of all state and local permits and/or licenses necessary in order to sell alcohol pursuant to all laws, rules, and regulations, including but not limited to applicable Hayden City Code, and to submit to inspections by health officers and authorized representatives of Panhandle Health District, and to comply with all federal, Idaho State Police, State of Idaho, Health District, Idaho Department of Health and Welfare, City ordinances, rules, regulations, and policies. Any Health District permit must be conspicuously posted on the structure used for the BEER AND WINE GARDEN. VENDOR shall provide the CITY a copy of all permits and/or licenses as applicable no later than **July 22, 2026.**
5. **HAYDEN DAYS–VENDOR SET-UP/OPERATIONAL/REMOVAL TIMES**:
 - Vendor Set-Up Times:
 - ♦ **By appointment only**, Thursday, July 23, between 5:00-7:00 p.m. Please contact Jennifer Arrotta at jarrotta@haydenid.gov or 208-209-1080 to schedule a time.
 - ♦ Between 8:00 a.m. to 12:00 p.m., Friday, July 24.
 - ♦ Vendors must be set up and open by 2:00 p.m. on Friday, July 24.
6. **HAYDEN DAYS–TIMES OF OPERATION**: Approved times of VENDOR operations are as follows:
 - Friday, July 24 – 2:00 to 8:00 p.m. or a time approved by the CITY
 - Saturday, July 25 – 1:00 p.m. to 8:00 p.m. or a time approved by the CITY
 - **VENDOR agrees to keep their booth open through the duration of the event.**
7. **MENU & ITEMS POSTING**: VENDOR shall post, in a conspicuous place, at the front entrance, a sign showing the items available for sale and the price of each. This sign must be visible during all hours of operation. VENDOR will only sell alcohol to persons 21 years and older and will require identification verifying their age. If VENDOR wants to sell additional items not previously approved; those items will need to be approved by the CITY prior to being available for sale.

8. CITY EQUIPMENT, POWER AND WATER: VENDOR shall be provided electrical power if needed within the BEER AND WINE GARDEN if necessary. The VENDOR is granted access to the City's water source if necessary. VENDOR is also permitted to use city-owned equipment located within the premises, PROVIDED HOWEVER that VENDOR shall be responsible for loss, damage or repairs to such city-owned equipment resulting from or in connection with the acts and/or performances or activities of VENDOR, VENDOR's agents, employees, or representatives under this Agreement.
9. PRODUCT LIST: The VENDOR agrees to furnish a proposed list of products to be sold and the retail prices thereof with the signed copy of this Agreement. This list, upon approval of the City Administrator, shall be incorporated herein and become a part of this Agreement. The CITY reserves the right to approve/disapprove any or all items, and shall notify the VENDOR within 7 days of receipt of said list of said approval/disapproval. VENDOR agrees that any item not approved for sale in said product list shall not be offered for sale. Any subsequent addition to the approved product list must be approved in writing by the City Administrator.
10. COMMUNITY RELATIONS: VENDOR agrees that the VENDOR and VENDOR's agents and employees will be courteous and informed about the Hayden Days event and will assist with questions from those attending the event.
11. HOURS OF OPERATION: VENDOR agrees that the BEER AND WINE GARDEN will be manned at all times during the hours of the Hayden Days event.
12. FINANCIAL RECORDS: If the VENDOR pays the CITY a percentage under Section 1 of this contract, then the VENDOR shall submit their financial records of the business to the Recreation and Community Events Director by no later than August 31 of the current year. At a minimum the records shall include:
 - a. Profit and loss information for Hayden Days BEER AND WINE GARDEN operations.
13. ASSIGNMENT OF CONTRACT: This contract, or any part thereof, cannot be assigned or otherwise disposed of without the express written approval of the CITY. Allowing others to use any part of the space herein granted is not permissible.
14. ACCESS: CITY agrees to provide VENDOR with a mutually agreed upon spot for the BEER AND WINE GARDEN during the Hayden Days event.
15. HOUSEKEEPING: VENDOR agrees to maintain the BEER AND WINE GARDEN and its immediate area in a clean and attractive manner at all times during the term of this Agreement. VENDOR agrees to dispose of their refuse at a designated City maintained trash receptacle. The VENDOR shall clean the BEER AND WINE GARDEN and surrounding area and return the premises to the CITY in a condition substantially equivalent to or better than it was upon delivery by the CITY to VENDOR at the commencement of this Agreement. VENDOR agrees to keep their booth open through the duration of the event and shall close down the BEER AND WINE GARDEN at the conclusion of the Hayden Days event.
16. SECURITY: There will be security in the park on Thursday from 8:00 p.m.-Friday at 6:00 a.m., on Friday from 9:00 p.m.-Saturday at 8:00 a.m. and Saturday from 9:00 p.m.-Sunday at 8:00 a.m., Although security has been contracted for the festival grounds after hours on the nights of Thursday, July 23, Friday, July 24 and Saturday, July 25, all vendors remain responsible for the security of their booths and products.

17. RULES: VENDOR will abide by Hayden Days Festival 2026 Rules for Vendors provided by the Recreation and Community Events Department. Any rules stated in this agreement supersede the Hayden Days Festival 2026 Rules for Vendors.
18. INDEMNIFICATION: VENDOR agrees to indemnify, defend, and hold harmless CITY, 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 acts and/or any performances or activities of VENDOR, VENDOR's agents, employees, or representatives under this Agreement.
19. INSURANCE: VENDOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall include products liability coverage, in the minimum amount of \$1,000,000.00, which shall name and protect VENDOR, all VENDOR'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 VENDOR's acts. Additionally, VENDOR shall be required to include a liquor liability endorsement, specific rider or standalone liquor liability policy if an endorsement or rider is not available through VENDOR's commercial insurance policy. VENDOR shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided. Said certificate of insurance shall be furnished to the City **by Wednesday, July 22, 2026**. If said certificate is not furnished by that date, this Agreement shall be terminated without further notice to VENDOR and forfeiture of all fees.
20. WEATHER/CANCELLATION: If the annual Hayden Days event is cancelled, postponed, or shortened due to weather, natural disaster, or other circumstances beyond the CITY's reasonable control, CITY shall not be liable to VENDOR for any resulting loss of business, profits, or expenses incurred by VENDOR. If the event is cancelled in its entirety before it begins, CITY shall refund VENDOR's payment under Section 1, less any costs already incurred by the CITY on VENDOR's behalf. If the event is shortened or interrupted after it has begun, no refund shall be due to VENDOR. CITY retains sole discretion to determine whether conditions warrant cancellation, postponement, or early closure of the event or the BEER AND WINE GARDEN.
21. WORKER'S COMPENSATION: VENDOR shall maintain in full force and effect worker's compensation for VENDOR and any agents, employees, and staff that the VENDOR may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.
22. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services and/or concessions herein under and the VENDOR shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the VENDOR will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.
23. 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.

24. 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.
25. TERMINATION: This Agreement may be terminated immediately by CITY for breach of this Agreement by VENDOR and either party may terminate this Agreement by providing 15 days written notice of termination to the other party.
26. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
27. 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.

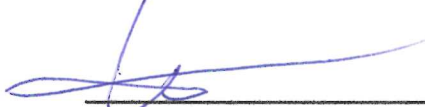
DATED this 21 day of July, 2026

CITY OF HAYDEN

VENDOR



Alan Davis, Mayor



Brewscape Beer Co.

Burner

It's

ATTEST:

City Clerk

- G. Approval of Connelly Enterprises Independent Contractor Agreement for Youth Performing Arts Workshop



Memo

To: Mayor and Hayden City Council

From: Abbi Sanchez, City Clerk

Date: July 28, 2026

Agenda Item: Agreement with Connelly Enterprises for Youth Workshop and DJ Services

Agenda Item Location

Consent Calendar

Recommended Action or Motion

The Arts Commission recommends Council approval of the agreement with Connelly Enterprises for Youth Workshop and DJ Services during their 2026 Art Showcase Event.

Functional Impact of Authorizing

Entering into the agreement with Connelly Enterprises will book Mr. Connelly for the Arts Commission's Art Showcase community event planned for September 12, 2026. During this time, he will provide DJ services for the event as well as a youth performing arts workshop.

Mr. Connelly is highly recommended by the Arts Commission for his exceptional reputation for local youth performing arts activities and productions.

Functional Impact of Not Authorizing

If this agreement is not authorized, the Arts Commission will need to look for other opportunities to provide a youth performing arts activity to the community for 2026.

Fiscal Impact

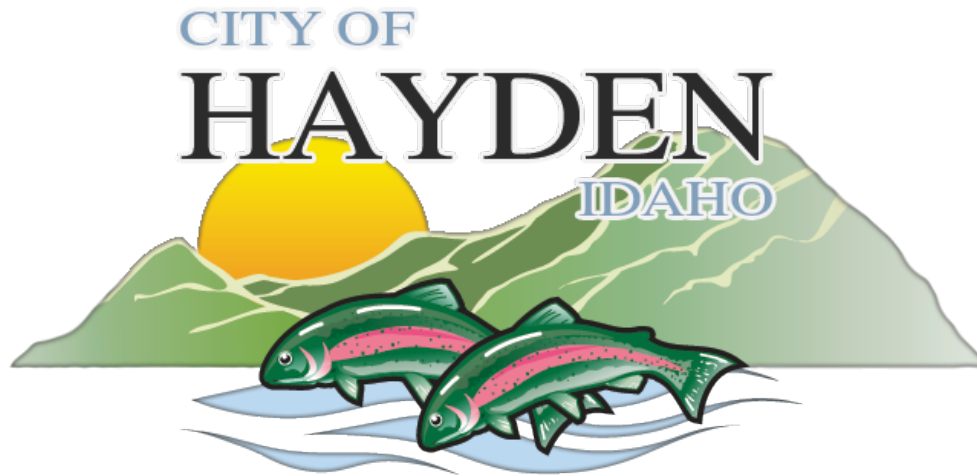
A youth theater program has been budgeted for fiscal year 2026. This contract is within the budgeted amount and will not have an impact on the budget.

Revenue will be generated through workshop registration fees. Registration fees will be \$25.00 per participant.

Budget Funding Source / Transfer Request

110-111-58026 – Arts Commission Summer Theater Expenses

110-760-41203 – Arts Commission Summer Theater Revenues



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and Connelly Enterprises, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete the Youth Performing Arts Workshop and DJ/MC Services as detailed in Attachment 1.

CONTRACTOR agrees to provide all materials and services for the event in accordance with the attached written specifications and quotes.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project on September 12, 2026.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR a deposit of \$100 upon complete execution of this agreement and \$1000 upon receipt of CONTRACTOR invoice following the completion of this event per attachment 1 in an amount not to exceed \$1100.

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.

CITY OF HAYDEN

CONNELLY ENTERPRISES:

By: _____
Alan Davis, Mayor

By: _____

ATTEST:

Its: _____

Abbi Sanchez, City Clerk

ATTACHMENT 1

Run a performing arts workshop on the stage in McIntire Family Park from 11:00 am to 3:00pm for roughly 10 to 30 kids, ages 8 to 12. Using a Treasure Island Script as our base, we will learn about acting, singing, and dancing on the stage for an audience. Connelly Enterprises will provide some basic props and costumes for the kids. At 3:00pm we will perform a short showcase for parents to watch.

After the show, DJ music/MC will be provided as needed for the Arts Showcase from 3:00pm to 5:00pm.

Schedule:

11am - Meet and Greet

11:15am - Assign Parts & Learn Script

12:15pm - Lunch Break

12:45pm - Practice

3:00pm - Performance

3:00-5:00pm - Hayden Arts Showcase

H. Approval of Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 07/28/2026 - 07/28/2026

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
104152							
00052152	ADVANCED COMPRESSOR & HOSE INC	07/07/2026	07/28/2026	116.73	116.73	Open	N
	SHOP PRESSURE WASHER	llafleur					07/28/2026
	110-531-57702	TOOLS & SMALL EQUIPMENT		116.73		1.00	116.73
9173681984							
00052153	AIRGAS USA, LLC	07/10/2026	07/28/2026	249.37	249.37	Open	N
	ACETYLENE AND TANK	llafleur					07/28/2026
	110-533-54032	2015 JOHN DEERE GRADER #4291 R&M		249.37		1.00	249.37
9173972135							
00052213	AIRGAS USA, LLC	07/21/2026	07/28/2026	70.50	70.50	Open	N
	OXYGEN	llafleur					07/28/2026
	110-531-56101	STREET SHOP SUPPLIES		70.50		1.00	70.50
1x4W-YFVR-KJLP							
00052154	AMAZON CAPITAL SERVICES, INC.	07/13/2026	07/28/2026	131.77	131.77	Open	N
	CAD PAPER	llafleur					07/28/2026
	110-211-56102	PLOTTER SUPPLIES - Paper		131.77		1.00	131.77
1H77-CHWG-XNRY							
00052177	AMAZON CAPITAL SERVICES, INC.	07/13/2026	07/28/2026	263.14	263.14	Open	N
	BASEBALL EQUIPMENT	llafleur					07/28/2026
	110-711-56105	PROGRAM EQUIPMENT/SUPPLIES		263.14		1.00	263.14
1HWM-7JYQ-CG9J							
00052204	AMAZON CAPITAL SERVICES, INC.	07/18/2026	07/28/2026	(16.14)	(16.14)	Open	N
	RETURN COLORED PAPER	llafleur					07/28/2026
	110-211-56101	OFFICE SUPPLIES		(16.14)		1.00	(16.14)
1YTV-LWQ3-F4GM							
00052225	AMAZON CAPITAL SERVICES, INC.	07/22/2026	07/28/2026	275.81	275.81	Open	N
	PAPER	llafleur					07/28/2026
	110-211-56102	Plotter Supplies - Paper		69.95		1.00	69.95
	110-349-56402	Inspection Supplies - Bags/Inspection Ca		34.11		1.00	34.11
	110-301-56101	Office Supplies		171.75		1.00	171.75
20241928							
00052205	AWARDS ETC.	04/22/2026	07/28/2026	54.00	54.00	Open	N
	WALL/DESK NAME PLATE-COMMISSION NAME PLAT	llafleur					07/28/2026
	110-111-56101	OFFICE SUPPLIES		54.00		1.00	54.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 07/28/2026 - 07/28/2026

POSTED AND UNPOSTED OPEN

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Invoice Number

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
INVOICE 7/2/26 00052222	BARTMAN SIGN SHOP HAYDEN DAYS BANNER 110-721-58001-1153	07/02/2026 llafleur	07/28/2026	580.00 580.00	580.00	Open	N 07/28/2026 580.00
P93269482 00052195	BATTERIES PLUS BULBS BATTERIES FOR ALARM 110-811-54301	07/15/2026 llafleur	07/28/2026	33.85 33.85	33.85	Open	N 07/28/2026 33.85
041597 00052194	BLUEJAY INDUSTRIAL INC. PLOW TRUCKS 110-532-54306	06/30/2026 llafleur	07/28/2026	231.00 231.00	231.00	Open	N 07/28/2026 231.00
999-105041-002 00052159	CHAPMAN FINANCIAL SERVICES UB Receipt Refund for Account #: 999-105 dcollins 210-250-24999	07/14/2026 LATE CHARGE	07/28/2026	287.00 287.00	287.00	Open	N 07/28/2026 20.00
INV05692 00052224	CITY OF POST FALLS PROSECUTION SERVICES JUNE 2026 110-252-59001	07/15/2026 llafleur	07/28/2026	12,026.00 12,026.00	12,026.00	Open	N 07/28/2026 12,026.00
INV-427584 00052146	CITYSERVICEVALCON, LLC SHOP FUEL 110-533-54001	06/30/2026 dcollins	07/28/2026	7,242.39 7,242.39	7,242.39	Open	N 07/28/2026 7,242.39
CP-0415328 00052147	CITYSERVICEVALCON, LLC FUEL 110-542-54001 110-533-54001 110-512-54001 110-712-54001 110-350-54001 210-241-54001	06/30/2026 dcollins VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL	07/28/2026	1,693.99 291.27 1,164.65 0.00 0.00 154.35 83.72	1,693.99	open	N 07/28/2026 291.27 1,164.65 0.00 0.00 154.35 83.72

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 07/28/2026 - 07/28/2026

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3475292							
00052161	COEUR D'ALENE GARBAGE SERVICE	06/30/2026	07/28/2026	251.37	251.37	Open	N
	HONEYSUCKLE BEACH 06/30/26	llafleur					07/28/2026
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		251.37		1.00	251.37
5012931248.002							
00052196	CONSOLIDATED SUPPLY CORP.	07/15/2026	07/28/2026	38.06	38.06	Open	N
	SCREW DRIVER	llafleur					07/28/2026
	110-541-57702	TOOLS & SMALL EQUIPMENT		38.06		1.00	38.06
LOAN #ww1310-PM							
00052149	DEPARTMENT OF ENVIRONMENTAL QUALITY	07/07/2026	07/28/2026	239,201.09	239,201.09	Open	N
	DEQ WWTP PHASE 1 LOAN: PAYMENT 20 OF 40	dcollins					07/28/2026
	212-245-52705	2016 IDEQ BOND PRINCIPAL (PHASE I)		194,466.82		1.00	194,466.82
	212-245-52706	2016 IDEQ BOND INTEREST (PHASE I)		44,734.27		1.00	44,734.27
11435 N Carisa							
00052157	ELA CONSTRUCTION LLC	07/14/2026	07/28/2026	1,875.00	1,875.00	Open	N
	Check Request For Bond: BPERD25-0054	dcollins					07/28/2026
	110-228-22813	BPERD25-0054 - J2025-0976		1,875.00		1.00	1,875.00
11423 N Carisa							
00052158	ELA CONSTRUCTION LLC	07/14/2026	07/28/2026	1,875.00	1,875.00	Open	N
	Check Request For Bond: BPERD25-0056	dcollins					07/28/2026
	110-228-22813	BPERD25-0056 - J2025-0977		1,875.00		1.00	1,875.00
50014B							
00052162	EMBROIDERED CORPORATE IMAGE INC.	05/26/2026	07/28/2026	84.75	84.75	Open	N
	KEVIN-WORKSHIRTS	llafleur					07/28/2026
	110-531-56403	UNIFORM ALLOWANCE		84.75		1.00	84.75
JULY 2026 TRAVE							
00052238	ERICKSON, DAVID H.	07/16/2026	07/28/2026	153.56	153.56	Open	N
	JULY 2026 TRAVEL REIMBURSEMENT	dcollins					07/28/2026
	110-111-55801-1804	TRAVEL, MEETINGS, TRAINING-SEAT#4		153.56		1.00	153.56
65066351							
00052178	FUNFLICKS	06/10/2026	07/28/2026	948.96	948.96	Open	N
	SCREEN RENTAL 8/21/26 MOVIE NIGHT	llafleur					07/28/2026
	110-721-58001-1156	SPECIAL EVENTS-HAYDEN MOVIE NIGHT		948.96		1.00	948.96

INVOICE REGISTER FOR CITY OF HAYDEN

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300127289-2026 00052239	GFOA NL: RENEWAL FEES 6/1/26-5/31/2027 110-211-55701	07/28/2026 llafleur	05/05/2026	500.00 500.00	500.00	Open	N 07/28/2026 500.00
		DUES, MEMBERSHIPS & SUBSCRIPTIONS				1.00	
562522 00052164	HAWLEY TROXELL ENNIS & HAWLEY LLP BOND COUNSEL FOR WASTEWATER PROJECT THRO 210-241-53102	07/09/2026 llafleur	07/28/2026	3,782.50 3,782.50	3,782.50	Open	N 07/28/2026 3,782.50
		CIVIL LEGAL SERVICES				1.00	
1469346 00052150	HAYDEN ACE HARDWARE SMALL EQUIPMENT SUPPLIES 110-541-57702	07/10/2026 llafleur	07/28/2026	15.13 15.13	15.13	Open	N 07/28/2026 15.13
		TOOLS & SMALL EQUIPMENT				1.00	
1469490 00052151	HAYDEN ACE HARDWARE TOOLS 110-541-57702	07/10/2026 llafleur	07/28/2026	6.10 6.10	6.10	Open	N 07/28/2026 6.10
		TOOLS & SMALL EQUIPMENT				1.00	
1473165 00052202	HAYDEN ACE HARDWARE HAYDEN DAYS 110-721-58001-1153	07/20/2026 llafleur	07/28/2026	39.19 39.19	39.19	Open	N 07/28/2026 39.19
		SPECIAL EVENTS-HAYDEN DAYS				1.00	
1473288 00052203	HAYDEN ACE HARDWARE HAYDEN DAYS 110-721-58001-1153	07/20/2026 llafleur	07/28/2026	3.11 3.11	3.11	Open	N 07/28/2026 3.11
		SPECIAL EVENTS-HAYDEN DAYS				1.00	
1473564 00052208	HAYDEN ACE HARDWARE BOARDS 110-531-56101	07/21/2026 llafleur	07/28/2026	9.29 9.29	9.29	Open	N 07/28/2026 9.29
		STREET SHOP SUPPLIES				1.00	
04-349781 00052148	HAYDEN SUPER 1 FOODS STAFF LUNCH 110-211-52902	07/01/2026 dcollins	07/28/2026	97.27 97.27	97.27	Open	N 07/28/2026 97.27
		RECOGNITION/WELLNESS/EVENTS				1.00	

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 07/28/2026 - 07/28/2026

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04-375183 00052175	HAYDEN SUPER 1 FOODS NEW HIRE-COOPER 110-211-52902	07/10/2026 llafleur	07/28/2026	8.42 8.42	8.42	Open	N 07/28/2026 8.42
		RECOGNITION/WELLNESS/EVENTS				1.00	
04-371830 00052191	HAYDEN SUPER 1 FOODS STRIPING 110-532-54313	07/09/2026 llafleur	07/28/2026	10.39 10.39	10.39	Open	N 07/28/2026 10.39
		ROADWAY STRIPING				1.00	
04-293649 00052192	HAYDEN SUPER 1 FOODS COOKING SPRAY 110-532-54313	06/10/2026 llafleur	07/28/2026	39.80 39.80	39.80	Open	N 07/28/2026 39.80
		ROADWAY STRIPING				1.00	
04-312193 00052193	HAYDEN SUPER 1 FOODS CANOLA OIL 110-532-54313	06/17/2026 llafleur	07/28/2026	7.38 7.38	7.38	Open	N 07/28/2026 7.38
		ROADWAY STRIPING				1.00	
JULY 2026 PAYME 00052226	HAYDEN TENNIS CENTER-PEAK HEALTH HIGGINS 8PUNCH CARD 110-711-56108	07/22/2026 llafleur	07/28/2026	35.00 35.00	35.00	Open	N 07/28/2026 35.00
		CONTRACT PAYMENTS				1.00	
2S261960 00052183	HORIZON DISTRIBUTORS INC. TOOLS 110-541-57702	07/02/2026 llafleur	07/28/2026	43.12 43.12	43.12	Open	N 07/28/2026 43.12
		TOOLS & SMALL EQUIPMENT				1.00	
2S262468 00052184	HORIZON DISTRIBUTORS INC. IRRIGATION LIDS 110-541-54323	07/07/2026 llafleur	07/28/2026	154.05 154.05	154.05	open	N 07/28/2026 154.05
		PARKS-IRRIGATION				1.00	
2S262713 00052185	HORIZON DISTRIBUTORS INC. CROFFOOT IRRIGATION 110-541-54323	07/09/2026 llafleur	02/08/2026	214.30 214.30	214.30	open	N 07/28/2026 214.30
		PARKS-IRRIGATION				1.00	

INVOICE REGISTER FOR CITY OF HAYDEN

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2S262906 00052186	HORIZON DISTRIBUTORS INC. IRRIGATION TOOLS 110-541-54323	07/10/2026 llafleur PARKS-IRRIGATION	07/28/2026	68.54 68.54	68.54	Open	N 07/28/2026 68.54
2S262700 00052187	HORIZON DISTRIBUTORS INC. BROADMOORE IRRIGATION 110-541-54323	07/09/2026 llafleur PARKS-IRRIGATION	07/28/2026	83.59 83.59	83.59	Open	N 07/28/2026 83.59
2S258810 00052206	HORIZON DISTRIBUTORS INC. GREEN IRRIGATION LID 110-541-54323	06/05/2026 llafleur PARKS-IRRIGATION	07/28/2026	303.88 303.88	303.88	Open	N 07/28/2026 303.88
INV-00518059 00052165	INTERMAX NETWORKS HONEYSUCKLE BEACH KIOSK 112-241-56103	07/12/2026 llafleur OPERATING SUPPLIES	07/28/2026	134.00 134.00	134.00	Open	N 07/28/2026 134.00
INV-00518081 00052166	INTERMAX NETWORKS PW SHOP PHONE SERVICE 110-811-54109	07/12/2026 llafleur UTILITIES-PWF	07/28/2026	227.66 227.66	227.66	Open	N 07/28/2026 227.66
23015 00052214	INTERMOUNTAIN SIGN & SAFETY INC. CROSS TRAFFIC DOES NOT STOP-SIGN 110-532-54308	07/21/2026 llafleur STREET SIGN MAINTENANCE	07/28/2026	64.00 64.00	64.00	Open	N 07/28/2026 64.00
10520 Gov't way 00052156	JOHNSON SURVEYING, INC Check Request For Escrow: BEN25-0010 110-228-22813	07/14/2026 dcollins BEN25-0010 - PZE-25-0115	07/28/2026	117.50 117.50	117.50	open	N 07/28/2026 117.50
10-88291.00 JUN 00052176	KOOTENAI COUNTY SOLID WASTE PUBLIC WORKS 110-811-54109	07/15/2026 llafleur UTILITIES-PWF	07/28/2026	492.80 492.80	492.80	open	N 07/28/2026 492.80

INVOICE REGISTER FOR CITY OF HAYDEN

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10-30143.00 6/2 00052207	KOOTENAI COUNTY SOLID WASTE CITY OF HAYDEN DUMPSTER-GENERAL REFUSE 110-811-54102	07/15/2026 llafleur	07/28/2026	25.44 25.44	25.44	Open	N 07/28/2026 25.44
10-80581.00 JUN 00052217	KOOTENAI COUNTY SOLID WASTE HONEYSUCKLE BEACH DUMPSTER 112-241-54312	07/15/2026 llafleur	07/28/2026	554.40 554.40	554.40	Open	N 07/28/2026 554.40
10-80582.00 JUN 00052218	KOOTENAI COUNTY SOLID WASTE CITY HALL 110-811-54102	06/30/2026 llafleur	07/28/2026	206.50 206.50	206.50	Open	N 07/28/2026 206.50
10-84587.00 JUN 00052219	KOOTENAI COUNTY SOLID WASTE CROOFOOT PARK DUMPSTER 110-811-54104	06/30/2026 llafleur	07/28/2026	554.40 554.40	554.40	Open	N 07/28/2026 554.40
10-84982.00 JUN 00052220	KOOTENAI COUNTY SOLID WASTE STODDARD PARK 110-811-54104	06/30/2026 llafleur	07/28/2026	415.80 415.80	415.80	Open	N 07/28/2026 415.80
10-80583.00 JUN 00052227	KOOTENAI COUNTY SOLID WASTE FINUCANE PARK DUMPSTER 110-811-54104	06/30/2026 llafleur	07/28/2026	123.20 123.20	123.20	Open	N 07/28/2026 123.20
Q2 GAP FUNDS 00052155	KOOTENAI TITLE COMPANY INC Q2 REIMBURSEMENT OF GAP FUNDS - H-6 211-496-59995	07/13/2026 H-6 SANI dcollins	07/28/2026	20,976.00 20,976.00	20,976.00	open	N 07/28/2026 20,976.00
BOAT LAUNCH PAS 00052201	MARIE WILSON REFUND OF BLP THOUGHT SHE NEEDED IT TO P 112-321-44710	06/14/2026 llafleur	07/28/2026	40.00 40.00	40.00	open	N 07/28/2026 40.00

INVOICE REGISTER FOR CITY OF HAYDEN

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572886 00052168	NAPA AUTO PARTS #207 PARTS 210-241-54207	07/07/2026 llafleur 2026 GMC SIERRA 1500 PRO	07/28/2026	93.76 93.76	93.76	Open	N 07/28/2026 93.76
056026/E 00052169	NORTH 40 OUTFITTERS STRIPING 110-532-54313	07/09/2026 llafleur ROADWAY STRIPING	07/28/2026	49.99 49.99	49.99	Open	N 07/28/2026 49.99
056101/E 00052170	NORTH 40 OUTFITTERS PIPE 110-533-54033	07/13/2026 llafleur STREETS PAINT MACHINE	07/28/2026	31.98 31.98	31.98	Open	N 07/28/2026 31.98
056212/E 00052209	NORTH 40 OUTFITTERS 10" NO FLAT WHEEL 110-541-57702	07/20/2026 llafleur TOOLS & SMALL EQUIPMENT	07/28/2026	155.94 155.94	155.94	Open	N 07/28/2026 155.94
056224/E 00052215	NORTH 40 OUTFITTERS ANGLE GRINDER 110-531-57702	07/21/2026 llafleur TOOLS & SMALL EQUIPMENT	07/28/2026	119.99 119.99	119.99	Open	N 07/28/2026 119.99
102746002 JUNE 00052199	NORTH KOOTENAI WATER DIST H-1 LIFT STATION HONEYSUCKLE 210-247-57009	07/16/2026 llafleur H-1 LIFT STATION UTIL	07/28/2026	35.79 35.79	35.79	Open	N 07/28/2026 35.79
0032612277 00052188	OXARC INC PW SHOP 110-541-56101	07/08/2026 llafleur PARKS SHOP SUPPLIES	07/28/2026	30.82 30.82	30.82	open	N 07/28/2026 30.82
01-188557 00052180	RAGAN EQUIPMENT INC. PUSH MOWER REPAIR 110-542-54000	07/08/2026 llafleur BULK PRODUCTS - PARKS	07/28/2026	75.00 75.00	75.00	open	N 07/28/2026 75.00

INVOICE REGISTER FOR CITY OF HAYDEN

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01188591 00052181	RAGAN EQUIPMENT INC. TOOLS 110-541-57702	07/09/2026 llafleur	07/28/2026	149.99 149.99	149.99	Open	N 07/28/2026 149.99
		TOOLS & SMALL EQUIPMENT				1.00	
01188109 00052182	RAGAN EQUIPMENT INC. PARTS 110-542-54087	07/01/2026 llafleur	07/28/2026	515.69 515.69	515.69	Open	N 07/28/2026 515.69
		2020 JD WALKER MOWER T27I R&M				1.00	
45269545 00052171	RODDA PAINT COMPANY CORP. GRACO WIDE RAC X TIP 110-532-54313	07/06/2026 llafleur	07/28/2026	50.76 50.76	50.76	Open	N 07/28/2026 50.76
		ROADWAY STRIPING				1.00	
45269672 00052172	RODDA PAINT COMPANY CORP. STRIPING 110-532-54313	07/08/2026 llafleur	07/28/2026	117.59 117.59	117.59	Open	N 07/28/2026 117.59
		ROADWAY STRIPING				1.00	
45269700 00052173	RODDA PAINT COMPANY CORP. STRIPING 110-532-54313	07/09/2026 llafleur	07/28/2026	19.08 19.08	19.08	Open	N 07/28/2026 19.08
		ROADWAY STRIPING				1.00	
2210 00052174	SEALMASTER PORTLAND LIQUID THERMOPLASTIC 110-532-54313	07/13/2026 llafleur	07/28/2026	1,114.23 1,114.23	1,114.23	Open	N 07/28/2026 1,114.23
		ROADWAY STRIPING				1.00	
995173 00052167	THE GROVE HOTEL LODGING AIC-MATT ROETTER 110-111-55801-1801	06/18/2026 llafleur	07/28/2026	488.00 488.00	488.00	Open	N 07/28/2026 488.00
		TRAVEL, MEETINGS, TRAINING-SEAT#1				1.00	
TOIT-2659 00052200	TOIT TRAINING LLC PROFFESIONAL PACK-TRAINING 110-230-53403	07/17/2026 llafleur	07/28/2026	995.00 995.00	995.00	Open	N 07/28/2026 995.00
		IT SUPPORT SERVICES & TRAINING				1.00	

INVOICE REGISTER FOR CITY OF HAYDEN

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INV093022							
00052221	TRAFFIC SAFETY SUPPLY CO INC	07/06/2026	07/28/2026	29,723.60	29,723.60	Open	N
	SIGNS AND HARDWARE	llafleur					07/28/2026
	110-211-52904	BCID-COMMUNITY HEALTH ACADEMY		22,000.00		1.00	22,000.00
	110-532-54304	ROAD & PARKING LOT MAINTENANCE		7,723.60		1.00	7,723.60
106901							
00052228	VALLI INFORMATION SYSTEMS INC	07/22/2026	07/28/2026	3,992.01	3,992.01	Open	N
	UTILITY BILL PRINT & POSTAGE	07/17/2026 llafleur					07/28/2026
	210-241-56100	POSTAGE		2,222.58		1.00	2,222.58
	210-241-53010	PROFESSIONAL SERVICES		1,769.43		1.00	1,769.43
JUNE 2026 STATE							
00052179	VISA	06/26/2026	07/28/2026	4,402.83	4,402.83	Open	N
	6/26/26 VISA STATEMENT	llafleur					07/28/2026
	110-230-57717	GENERAL HARDWARE		2,064.93		1.00	2,064.93
	110-230-53403	IT SUPPORT SERVICES & TRAINING		55.09		1.00	55.09
	110-111-55801	TRAVEL, MEETINGS, TRAINING		96.54		1.00	96.54
	110-111-55801-1804	TRAVEL, MEETINGS, TRAINING-SEAT#4		448.30		1.00	448.30
	110-211-56101	OFFICE SUPPLIES		53.75		1.00	53.75
	110-721-58001-1161	SPECIAL EVENTS-ARBOR DAY		22.83		1.00	(33.12)
	110-711-55701	DUES, MEMBERSHIPS & SUBSCRIPTIONS		200.00		1.00	200.00
	110-711-55803	TRAVEL/MEETINGS/TRAINING		449.40		1.00	449.40
	110-721-58001-1156	SPECIAL EVENTS-HAYDEN MOVIE NIGHT		544.96		1.00	544.96
	110-711-56105	PROGRAM EQUIPMENT/SUPPLIES		394.02		1.00	354.52
	110-111-58020	PARKS/RECREATION/FORESTRY COMMISSION		32.69		1.00	32.69
	110-721-58001-1153	SPECIAL EVENTS-HAYDEN DAYS		40.32		1.00	40.32
41014140-004							
00052210	WELCH COMER & ASSOCIATES INC.	07/09/2026	07/28/2026	44,208.13	44,208.13	Open	N
	PROFESSIONAL SERVICES 05/17/2026-06/20/26	llafleur					07/28/2026
	130-899-59838-7721	PROJECT CONSTRUCTION		44,208.13		1.00	44,208.13
41014150-003							
00052211	WELCH COMER & ASSOCIATES INC.	07/10/2026	07/28/2026	13,937.50	13,937.50	Open	N
	PROFESSIONAL SERVICES 05/17/26-06/20/26	llafleur					07/28/2026
	130-899-59831-8020	PROJECT DESIGN		13,937.50		1.00	13,937.50
41014160-001							
00052212	WELCH COMER & ASSOCIATES INC.	06/29/2026	07/28/2026	2,555.80	2,555.80	Open	N
	HAYDEN/LANCASTER DOC REVIEW 05/17/26-06/26	llafleur					07/28/2026
	110-345-53405	SPECIAL PROJECTS ENGINEERING REVIEW		2,555.80		1.00	2,555.80

INVOICE REGISTER FOR CITY OF HAYDEN

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BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
# of Invoices:	76	# Due: 76	Totals:	399,899.58	399,899.58		
# of Credit Memos:	1	# Due: 1	Totals:	(16.14)	(16.14)		
Net of Invoices and Credit Memos:				399,883.44	399,883.44		
* 1 Net Invoices have Credits Totalling:				(72.62)			
--- TOTALS BY FUND ---							
110	GENERAL FUND			72,306.17	72,306.17		
112	HONEYSUCKLE BOAT LAUNCH FUND			979.77	979.77		
130	MAJOR CAPITAL PROJECTS FUND			58,145.63	58,145.63		
210	SEWER OPER. & MAINT. FUND			8,274.78	8,274.78		
211	SEWER CAPITALIZATION FUND			20,976.00	20,976.00		
212	WASTEWATER REVENUE BOND FUND			239,201.09	239,201.09		
--- TOTALS BY DEPT/ACTIVITY ---							
111	GEN-MYR OPERATING & ADMINISTRAT			1,273.09	1,273.09		
211	GEN-ADM OPERATING & ADMINISTRAT			22,845.02	22,845.02		
228	PASSTHRU & BAD DEBT EXPENSES			3,867.50	3,867.50		
230	GEN-ADM INFORMATION TECHNOLOGY			3,115.02	3,115.02		
241	OPERATING & ADMINISTRATIVE			8,891.76	8,891.76		
245	DEBT SERVICE			239,201.09	239,201.09		
247	LIFT/PUMP STATION UTIL			35.79	35.79		
250	FUND BALANCES			287.00	287.00		
252	LAW ENFORCEMENT OPERATING & ADM			12,026.00	12,026.00		
301	COMDEV--P&D OPERATING & ADMINIS			171.75	171.75		
321	LICENSES, PERMITS, AGREEMENTS			40.00	40.00		
345	COMDEV P&D OPERATING & ADMINIST			2,555.80	2,555.80		
349	COMDEV BLD OPERATING & ADMINIST			34.11	34.11		
350	COMDEV VEHICLES			154.35	154.35		
496	EXTRAORDINARY ITEMS			20,976.00	20,976.00		
531	PW-STR OPERATING & ADMINISTRATI			401.26	401.26		
532	PW-STR ROAD MAINTENANCE			9,427.82	9,427.82		
533	PW-STR EQUIP/VEHICLE R&M			8,688.39	8,688.39		
541	PW-PKS OPERATING & ADMINISTRATI			1,263.52	1,263.52		
542	PW-PKS EQUIP/VEHICLE R&M			881.96	881.96		
711	REC OPERATING & ADMINISTRATIVE			1,341.56	1,341.56		
721	REC EV OPERATING & ADMINISTRATI			2,179.37	2,179.37		
811	FACIL OPERATING & ADMINISTRATIV			2,079.65	2,079.65		
899	CAPITAL PURCHASES/PROJECTS			58,145.63	58,145.63		

2. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
3. **COMMISSION REPORT**
 - A. Arts Commission

Arts Commission Report
Delivered to Hayden City Council
Tuesday, July 28, 2026

Submitted by: Nancy Jones, Commission Chair
Membership: Four (4) current members –
Terry Lee, Shiree Wilder, Shana Wright, and Nancy Jones

Commission Projects:

- I. Procedural/Internal
 - a. Grant Research
The Arts Commission is currently researching various grant opportunities to support a beautification project of the 4th Street retaining wall. A previous grant program we had pursued was discontinued. We hope to bring a new proposal before Council in the next few months.
 - b. Public Art Survey
Our public survey remains posted for public participation, but responses have been sporadic. We will continue to promote this survey to solicit input from the public.
- II. Public Events and Projects
 - a. Come Together Bench Program
We are excited to announce that our artists will be moving forward with painting the project benches in the coming weeks. Painting will commence at the beginning of August and will be completed by the first week of September. Our Commission will celebrate the completion of this project as part of our fall Hayden Arts Showcase event.
 - b. 2026 Community Arts Showcase
The Arts Commission is proud to be hosting the Hayden Arts Showcase on Saturday, September 12, 2026. The highlight of this event will be a one-day youth theater workshop for children ages kindergarten through fifth grade, led by local theater professional Daniel Connelly. The community will be invited to support the participating youth by attending their performance of 'Treasure Island' that afternoon. After the performance, community members will have the opportunity to meet with local artists and enjoy various displays showcasing and celebrating the many ways that art is incorporated into our lives and communities. We will also use this opportunity to celebrate the completion of our Come Together Bench Project.
 - c. Hayden City Hall Featured Artist
Our current featured artist at Hayden City Hall is local artist Paula Dahlen. We hope city council and staff members are able to take a few moments to enjoy the beautiful pieces she has been generous in sharing with our community.

On behalf of the Arts Commission, I wish to extend our thanks to the Council for their continued support of our efforts. We value the opportunity to enhance the City of Hayden through art. We remain committed to fostering community through creative initiatives in the coming year.

Nancy Jones
Arts Commission Chair

B. Quarterly Written Reports

Parks, Recreation and Community Forestry Commission

Quarter 3 2026 Update

Commissioners

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

Current Focus:

We continue to work towards establishing long term goals and relevant subcommittees to efficiently address identified needs.

Specialized Needs Recreation

- Presented to our commission as a provider of recreation services to many of our residents
- We currently contribute \$3000 annually and our commission has recommended to city council that we increase that to \$6500 annually which is a better reflection of our residents' utilization of those services.
- Their annual fundraiser "Gems & Jeans" takes place on 9/17/2026. Our commission would be interested in sharing the cost of a table at that event if anyone is interested!
- Snridaho.org

Current subcommittees:

- Ordinance clarification/ modifications
 - We have submitted our suggestions/recommendations to modify our ordinance to better reflect our role. This subcommittee will be dissolved as soon as our recommendations have been reviewed by city administration
- Pickleball
 - We are home to the largest pickleball supplier in the country and we do not have any public pickleball courts. Potential projects include new parks (Hayden Canyon) and current parks locations. We plan to work closely with local Pickleball Associations to push this project forward.
- Signage
 - We made a recommendation for wayfaring signs to direct residents to parks locations from arterials. This subcommittee has concluded its business and has been dissolved.
- Bike Trail Map
 - We are working towards a publicly accessible local map for accessible bicycle routes, indicating designated bike lane, sidewalk, bike path, etc... this is to improve resources for bicycle safe routes in our community as well as access to those resources. Our newest commissioner has joined this subcommittee which will allow them to make further progress (now a committee of 2 again).

Recent events we supported:

- Dog Days of Summer-Fest
 - Event at Stoddard park, good turn out. Raising some money for dog park amenities at Pawfoot Dog Park

- Bike Rodeo
 - Over 200 children turned out at the library, free helmets, maintenance check, obstacle course.
 - Amazing event that our commissioners volunteer for each year!

Upcoming events we will support:

- Hayden Days
 - Our commissioners participate in lining up and judging the parade

We Need Volunteers!:

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

We have nothing new to report since my in-person briefing.

- Ian Cosby

4. **PUBLIC HEARING (Public Testimony will be received for these items)**
 - A. **ACTION ITEM** Code Amendments to Hayden City Code Titles 2, 4, 7, 8 and 9



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: June 23, 2026

Agenda Item: Proposed Amendments to Title 2, 4, 7, 8, and 9

Agenda Item Location

Public Hearing

Recommended Action or Motion

At the conclusion of the public hearing, possible motions of the City Council are as follows:

- Motion to Approve – I move to approve the amendments to Title 2, 4, 7, 8 and 9, finding the request is in accord with the standards of Hayden City Code, based upon testimony received at the City Council public hearing and the record of the request.
- Motion to Deny – I move to disapprove the amendments to Title 2, 4, 7, 8 & 9, finding the request is not in accord with the standards of Hayden City Code, based upon the testimony received at the City Council public hearing and the record of the request.

Summary

Staff have been working through various proposed code amendments because of scrivener's errors, changes in other documents, and to bring about more clarity. Staff have provided general information at two workshops held previously regarding the proposed changes provided in summary below and attached to this memo in full.

Title 2 Boards and Commissions is proposed to address the change from what was known as the "Area of City Impact" to what is now known as the "Area of Impact".

Title 4 Nuisances is proposed to be amended to create a more robust definition of what is defined as a nuisance, and to create an opportunity for the timely removal of the nuisance with a set process and associated fees to be included.

Title 7 Encroachment Permit is proposed to be amended to update insurance and bond requirements and various references.

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

City Council Only Miscellaneous Code Amendments

Title 2, 4, & 7

Title 2 Boards and Commissions: Chapter 1: Planning and Zoning Commission

2-1-1: CREATED:

A. Commission Established: Pursuant to the authority conferred by Idaho Code section 67-6504, there is hereby created a planning and zoning commission for the city.

B. Membership: The planning and zoning commission shall consist of seven (7) members, appointed and confirmed as provided by state law. Five (5) members shall be residents within the city. The sixth and seventh members may reside in that portion of unincorporated Kootenai County identified as being the city's "area of ~~city~~-impact" or within Kootenai County. A member outside of the city and not within the city's "area of ~~city~~-impact" shall have an interest in real property within the city and must remain a property owner in the city during service on the commission. All members must meet the residency requirements of state law.

1. An appointed member of a commission must have resided in the county for at least two (2) years prior to appointment and must remain a resident of the county during service on the commission.

2. No person shall serve more than two (2) full consecutive terms without specific concurrence by two-thirds ($\frac{2}{3}$) of the governing board adopted by motion and recorded in the minutes.

~~4-1-1: DECLARATION OF NUISANCES:~~

This chapter seeks to ensure that public nuisances will be eliminated and abated promptly and efficiently.

A: Definition: For the purposes of this chapter, term "public nuisance" is defined to mean a thing, act, occupation or use of the property which is injurious to the sense, or an obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property.

B. It shall be unlawful for any "responsible party(ies)" (defined as any person or persons, corporation or other legal entity, tenant and lessee using or occupying or premises) to cause, allow, maintain or permit the existence of any nuisance on any property within the City of Hayden. Any or all parties may be held accountable. The following are hereby declared a public nuisance:

1. Diseased Animals: All diseased animals running at large.
2. Carcasses: Carcasses of animals not disposed of within twenty-four (24) hours after death as provided by law.

3. Refuse; Garbage: Accumulations of refuse or garbage, in excess of what a garbage company would haul away in a week period.
4. Noxious Weeds: All noxious weeds and other rank growth upon public or private property (as defined by the Idaho Code 22-2402-). It shall be the duty of the owner, agent or person having charge of any property within the City limits where offensive or noxious weeds or plants are growing to remove, cut and/or destroy the same.
5. All turf grass or weeds ~~over twenty four inches (24") in height, noxious weeds or plants as defined by Idaho Code 22-2402;~~ and those grasses or weeds determined to be a fire hazard by the Fire Marshal, ~~are hereby declared to be a public nuisance and shall be removed, cut and destroyed by the owner or agent of the ground or premises on which the same are located. It shall be the duty of the owner, agent or person having charge of any property within the City limits where offensive or noxious weeds or plants are growing to remove, cut and/or destroy the same.~~
6. Smoke; Fumes: The presence in the outdoor atmosphere of any contaminant or combinations thereof in such quantity or of such nature and duration and under such conditions as would be injurious to human health or welfare, to animal or plant life, or to property, or to interfere unreasonably with the enjoyment of life or property. Smoke includes but is not limited to that which is created from the burning of household garbage, and debris created from clearing, grubbing, and removal of trees.
7. Noise; Vibrations: All unnecessary noises, vibrations, or operation of a machine, to the annoyance of others ~~between the hours of 9:00 pm and 7:00 am;~~ except as authorized by the City Council for utility construction or service ~~emergencies between the hours of 9:00 pm and 7:00 am.~~
8. Obstructions; Excavations: Obstructions and excavations affecting the ordinary use by the public of streets, alleys, sidewalks or public grounds except under such conditions as are provided by ordinance.
9. Discarded, Junk Items: Accumulations of discarded or junked items creating an unsightly appearance.
10. Abandoned or Airtight Containers: All abandoned, unattended or discarded iceboxes, refrigerators, or other containers which have a door or lid, snap lock or other locking device which may not be released from the inside, upon public or private property.
11. Unreasonable, Unlawful Condition: No owner or occupan~~eyts~~ of any premises within the city shall keep, cause or allow the premises, any portion of the premises or any structure on the premises, to fall into a condition that is dangerous or detrimental to life, health or property of members of the public.
12. ~~Junkyards or~~ Dumping Grounds: All places used or maintained ~~as~~ dumping grounds or for the wrecking or disassembling of automobiles, trucks, recreational vehicles, manufactured/mobile homes, or machinery of any kind, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which said places are kept or maintained so as to essentially interfere with the comfortable enjoyment

of life or property by others. This definition does not include those legally conforming junkyards as allowed by conditional use permit in accordance with Hayden City Code.

13. Places in Disrepair: All places in such a state of disrepair as to constitute a fire hazard, an attractive nuisance or a hazard of any sort.

14. Unsightly Structures: Any unsightly building, billboard or other structure, or any old, abandoned or partially destroyed building or structure commenced and left unfinished, or vacant areas in rear of stores, vacant lots, houses, buildings or premises containing trash, litter, garbage, accumulation of empty barrels, boxes, crates, packing cases, lumber or firewood not neatly piled, scrap iron, tin and other metal not neatly piled or anything whatsoever in which flies or rats, insects or rodents may breed or multiply or which may be a fire danger.

A. Responsibility: No person in charge of or in control of premises, whether as owner, lessee, tenant, occupant or otherwise, shall allow any partially dismantled, wrecked, junked, discarded or otherwise nonoperating or unlicensed motor vehicle, machinery, implement and/or equipment and personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, to remain on such property longer than twenty eight (28) days unless such vehicle, equipment, etc., is maintained in an enclosed building or so located within a fenced or screened enclosure six feet (6') in height within the rear yard of the premises (not a side yard or a front yard), as defined by the zoning ordinance of the City, such that the materials are not readily visible from any public place or from any surrounding private property. Allowing such materials to remain unenclosed or unscreened in the rear yard shall constitute a nuisance. This section shall not apply with regard to any vehicle, equipment or other personal property on the premises of a business enterprise operated in a lawful place, other than in a residential district, and operated in a lawful manner, when the keeping or maintenance of such vehicle, equipment or other damaged and abandoned personal property is necessary to the operation of such business enterprise and is not in violation of other provisions of law.

B. Definition: For the purposes of this chapter, the term "nuisance" is defined to mean any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such premises are located. This includes, but is not limited to, the keeping or the depositing on, or the scattering over the premises of any of the following:

1. Lumber, junk, trash, or debris.

— 2. Abandoned, inoperable, discarded or unused objects or equipment such as automobiles, implements and/or equipment, or machinery and personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, furniture, stoves, refrigerators, freezers, cans or containers.

— 3. Any compost pile, solid or liquid/semi-liquid waste which is of such a nature as to spread or harbor disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-

~~carrying pests, animals or insects; provided, that the presence of earthworms in a compost pile shall not constitute a nuisance, nor shall a properly maintained garden compost facility.~~

~~—4. Keeping unsanitary matter on premises. It shall be unlawful for any person to keep or permit another to keep upon any premises deleterious or septic material which causes adverse effects upon the occupancy or use of neighboring lands. Such materials must generally be retained in containers or vessels which deny access by humans, flies, insects, rodents and animals.~~

~~5. All turf grass or weeds over twenty four inches (24") in height, noxious weeds or plants as defined by Idaho Code 22-2402; and those grasses or weeds determined to be a fire hazard by the Fire Marshal, are hereby declared to be a public nuisance and shall be removed, cut and destroyed by the owner or agent of the ground or premises on which the same are located. It shall be the duty of the owner, agent or person having charge of any property within the City limits where offensive or noxious weeds or plants are growing to remove, cut and/or destroy the same.~~

~~-C. Noise Standards:~~

-	No person may make or permit the followings:
Weekdays (M, T, W, Th, F) 9:00 pm to 6:00 am	No unnecessary or unusual noise, or operation of a machine, or harboring of an animal to the annoyance of others or any person of ordinary sensibilities; except as authorized by the City Council for utility construction or service emergencies.
Weekends (Saturday, Sunday) 9:00 pm to 7:00 am	

4-1-2: ABATEMENT-:PROCEDURE:

A. -Standards for Abatement: A violation shall be considered abated when the offending personal property is either removed from the premises, enclosed inside a building, or screened from view from both the street and adjoining property and/or odor is eliminated. For weeds, abatement will be satisfied when the weeds have been effectively sprayed as directed by the sprayed in accordance with noxious weed control or cut to height of less than six inches (6"). For all other nuisances, a violation shall be considered abated when the issue is resolved in accordance with the notice of violation. Temporary measures, such as tarps, unenclosed or unscreened areas, are not considered abatement.

B. Methods of Abatement:

1. Whenever a violation of this chapter is found, the code enforcement officer or any other official having the responsibility for the enforcement of the City of Hayden ordinances may take one or more of the following actions:
 - a. Order the violation corrected by the responsible party(ies) by removal and proper disposal of materials within a specified period ranging from one to twenty-eight (28) days. A notice of violation shall be sent via certified mailing, hand delivery, and/or posted on the property to the party responsible.
 - b. If the responsible party(ies) agrees to abate the violation but is unable to remove and/or dispose of the violation in the time frame specified in the notice of violation, they may, at the code enforcement officer's discretion, enter into a voluntary nuisance abatement agreement. To secure the voluntary nuisance abatement agreement, the responsible party(ies) must provide compelling evidence why they seek nuisance abatement relief.
 - c. Request the City of Hayden police department (or law enforcement agency having authority within the City of Hayden) to issue a uniform infraction citation for the violation of this chapter if this is the first violation within two (2) years or alternatively issue a uniform misdemeanor citation if this is a second or subsequent violation within two (2) years.
 - d. The City of Hayden may file a petition for injunctive relief against the property owner in the district court of the state of Idaho for Kootenai County seeking an order compelling compliance with this chapter.
 - e. Any additional civil remedy available to the City of Hayden.

C. Voluntary Nuisance Abatement Agreement:

1. The code enforcement officer may secure voluntary nuisance abatement by contracting with the party(ies) responsible for the violation. The voluntary nuisance abatement agreement is a contract between the city and the party(ies) responsible for the violation under which such party(ies) agrees to abate the violation within a specified time and according to specified conditions.
 - a. Time Limit Extension: An extension of the time limit for abatement or a modification of the required corrective action may be granted by the code enforcement officer. Extension or modification of the voluntary nuisance abatement agreement is allowed if the party(ies) responsible for the violation has shown due diligence and/or substantial progress in correcting the ~~violation~~violation, but unforeseen circumstances render abatement under the original conditions unattainable.
 - b. Abatement by the City: The city may abate the violation using city forces or contract for abatement if the terms of the voluntary nuisance abatement

agreement are not complied with or in the case where the nuisance constitutes imminent danger to public health and/or safety.

c. Collection of Costs: If the terms of the voluntary nuisance abatement agreement are not met, the party(ies) responsible for the violation shall be assessed all costs and expenses of abatement including attorney fees, if incurred. If such expenses are unpaid for twenty-eight (28) days, the fees assessed may be forwarded to a collection agency to be collected in accordance with Idaho Code or the city may accept a note placing a lien on the property for the cleanup costs. In addition, if the voluntary nuisance abatement agreement is not completed, all other methods of abatement as listed in this chapter shall apply.

D. State Law Provisions: The provisions of this chapter shall not compromise or otherwise adversely affect the applicability of provisions of State law regarding the designation of nuisances, their abatement, as well as damages recovered. The costs of abatement are as determined by Idaho Code §50-334 and §50-1008.

~~A. Notice: Prior to initiating prosecution for violation of this chapter, City staff shall attempt to provide notice to the owner of the real property upon which the nuisance is located. Additional notice shall be attempted to the occupant/tenant or agent if one is known. Said notice shall describe the location of the property as accurately as possible and shall specify the nature of the nuisance and the time by which the nuisance must be abated. Said notice shall be mailed to the owner, agent or person in charge of such property, if such owner, agent or person in charge can be found. If an owner, agent or person in charge cannot be found, then notice shall be provided by posting a notice upon a conspicuous place on the premises and mailing a copy of said notice by certified mail to the owner or agent of the same at such owner's or agent's last known address.~~

E. Responsibility: No person in charge of or in control of premises, whether as owner, lessee, tenant, occupant, agent or otherwise, shall allow any nuisance to remain on such property longer than twenty-eight (28) days from the time the initial notice is provided.

~~A.F.~~ Storage of private property in the case of a residential use, and property associated with a business enterprise operated in a lawful manner in the case of a non-residential use shall be in accordance with Hayden City Code 11-2-5(I).

~~B. Storage Or Removal: The owner, owners, tenants, lessees and/or occupants of any lands upon which a nuisance is located may thereafter store such nuisance vehicles, equipment or materials into completely enclosed buildings authorized to be used for such storage purposes, if within the corporate limits of the City, or otherwise remove the vehicles, equipment or materials to a lawful storage location outside the corporate limits of the City. If the nuisance consists of weeds or other vegetative materials, it shall be removed and disposed of lawfully so as to eliminate the fire hazard created and/or the risk of spread of weed infestation.~~

~~B. — C. State Law Provisions: The provisions of this chapter shall not compromise or otherwise adversely affect the applicability of provisions of State law regarding the designation of nuisances and their abatement. (Ord. 298, 4-10-2001)~~

C. 4-1-3: VIOLATION; PENALTY:

~~If the party(ies) allow said nuisance to exist or fail to abate the nuisance, they, and each of them, shall be charged as an infraction for this first violation of this chapter. The court may assess a fine not to exceed \$1000 for each violation. Each day that a responsible party(ies) allows a nuisance to continue on property under his or her control may be a separate violation. A new or subsequent violation within two (2) years may be charged as a misdemeanor with the maximum penalty of \$2000 and/or six (6) months in jail.~~

~~If the owners, tenants or occupants allow said nuisance to exist or fail to abate the nuisance, they, and each of them, shall be guilty of an infraction and upon being found liable therefor shall be subject to an infraction penalty of one hundred dollars (\$100.00). Each day that a violation of this chapter exists may be charged as a separate infraction or misdemeanor violation, as appropriate. Any nuisance which violates this chapter and which constitutes an immediate hazard to the public health or which continues to exist after a finding of guilt or liability in two (2) or more prior infraction proceedings shall constitute a misdemeanor.~~

7-2-8: INSURANCE AND BOND REQUIREMENTS:

A. Insurance: The City shall require the permittee to produce evidence of insurance from the insurer, certifying to the amount of coverage and to the period of coverage prior to issuing the permit. The insurer shall list the names of the insured, the type and amount of coverage, the location and operations to which the insurance applies and the date of expiration.

1. Public Liability Insurance:

a. Coverage for bodily injury and/or death for one or more persons in each occurrence shall be maintained in force for a period of one year after final acceptance of the work.

b. Coverage for property damage for each occurrence shall be maintained in force until final acceptance of the work.

c. The combined single limit amount for both bodily injury and property damage insurance shall not be less than one million dollars (\$1,000,000.00).

d. The liability policies shall cover the permittee and all subcontractors, and shall name the City, its officials, employees and agents as additional insureds.

e. Require subrogation waivers on the certificate of insuranceCOIs.

2. Workers' Compensation: The permittee shall submit acceptable evidence that all workers or employees at the site are covered in accordance with applicable laws pertaining to workers' compensation and shall defend and protect the City from and against all claims resulting from failure of the permittee to maintain such insurance.

3. Builders Risk: The permittee shall secure all-risk type of ~~builders~~builders' risk insurance covering all work performed, materials, equipment or other items incorporated therein and within the public right-of-way or other public place. The policy shall name the City, its officials, employees and agents as additional insureds.

B. Surety:

1. Performance: The permittee shall provide ~~a bond or other form of performance~~ surety, in a form approved by the City, in an amount equal to one hundred fifty percent (150%) of the estimated cost of installation of the improvements and restoring the area within the public right-of-way or other public place in accordance with the requirements in this chapter, ~~including the cost of pavement replacement and all other restoration work required by this chapter,~~ as surety for the timely completion of the work and in compliance with City standards. (Ord. 591, 3-26-2019).

~~1.2.~~2. Warranty (Guaranty): The permittee shall provide warranty surety, in a form approved by the City, in an amount equal to 25% of the cost of the improvements, with restoration for a period of no less than 18 months after the City has accepted the work, as surety to ensure the work has been completed and performs in accordance with City Standards.

7-2-11: STANDARDS AND SPECIFICATIONS:

All materials to be incorporated in the work and the quality of workmanship shall meet or exceed the current minimum acceptable requirements of all of the applicable laws, codes and industry standards, to include but not be limited by the Hayden Supplemental Provisions, the Idaho State Public Works Construction standards, and the ~~Hayden Project Inspection and City's Engineering Project Certification and Quality Control Standards~~Certification requirements. The City may request that any plans and specifications required of the permit be stamped by a professional engineer licensed by the State of Idaho. Standards and specifications that have been adopted or may become adopted by the City shall have precedence. (Ord. 591, 3-26-2019)

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 ~~11-11-9B4-1-1(B)(7)~~ 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.

5. **UNFINISHED BUSINESS**

- A. **ACTION ITEM** Ordinance Adopting Code Amendments to Hayden City Code Titles 2, 4, 7, 8, & 9



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: June 23, 2026

Agenda Item: Proposed Amendments to Title 2, 4, 7, 8, and 9

Agenda Item Location

Unfinished Business

Recommended Action or Motion

Should the City Council approve the amendments at the conclusion of the public hearing, then the Council should approve the Ordinance to implement those amendments.

Motion to Approve – I move to approve the Ordinance to amend Title 2, 4, 7, 8 and 9, as the City Council found the amendments to these titles to be in conformance with Hayden City Code at the conclusion of the public hearing.

Summary

At two separate meetings, the City Council was able to provide input and direction related to the proposed amendments to be heard in a public hearing at this meeting. The ordinance is attached should the City Council approve the amendments as presented.

Fiscal Impact

NA

Budget Funding Source / Transfer Request

NA

Attachment

Ordinance to enact the amendments to Title 2, 4, 7, 8 & 9

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF HAYDEN, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, AMENDING HAYDEN CITY CODE TITLE 2 CHAPTER 1 PLANNING AND ZONING COMMISSION; TITLE 4 CHAPTER 1 NUISANCES; TITLE 7 CHAPTER 2 RIGHT OF WAY ENCROACHMENTS; TITLE 8 UTILITIES; AND TITLE 9 CHAPTER 5 ROAD NAMING AND ADDRESSING PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Hayden desires to provide clarity in the code, and update definitions and references to be consistent with other documents and codes.

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Hayden, Idaho:

SECTION 1. *That Municipal Code Section §2-1 be amended.*

2-1: PLANNING AND ZONING COMMISSION

2-1-1: CREATED:

A. Commission Established: Pursuant to the authority conferred by Idaho Code section 67-6504, there is hereby created a planning and zoning commission for the city.

B. Membership: The planning and zoning commission shall consist of seven (7) members, appointed and confirmed as provided by state law. Five (5) members shall be residents within the city. The sixth and seventh members may reside in that portion of unincorporated Kootenai County identified as being the city's "area of ~~city~~-impact" or within Kootenai County. A member outside of the city and not within the city's "area of ~~city~~-impact" shall have an interest in real property within the city and must remain a property owner in the city during service on the commission. All members must meet the residency requirements of state law.

1. An appointed member of a commission must have resided in the county for at least two (2) years prior to appointment and must remain a resident of the county during service on the commission.

2. No person shall serve more than two (2) full consecutive terms without specific concurrence by two-thirds ($\frac{2}{3}$) of the governing board adopted by motion and recorded in the minutes.

Section 2. *That Municipal Code Section §4-1 be amended*

4-1: NUISANCE

4-1-1: ~~DECLARATION OF~~ NUISANCES:

This chapter seeks to ensure that public nuisances will be eliminated and abated promptly and efficiently.

A: Definition: For the purposes of this chapter, term “public nuisance” is defined to mean a thing, act, occupation or use of the property which is injurious to the sense, or an obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property.

B. It shall be unlawful for any “responsible party(ies)” (defined as any person or persons, corporation or other legal entity, tenant and lessee using or occupying or premises) to cause, allow, maintain or permit the existence of any nuisance on any property within the City of Hayden. Any or all parties may be held accountable. The following are hereby declared a public nuisance:

1. Diseased Animals: All diseased animals running at large.
2. Carcasses: Carcasses of animals not disposed of within twenty-four (24) hours after death as provided by law.
3. Refuse; Garbage: Accumulations of refuse or garbage, in excess of what a garbage company would haul away in a week period.
4. Noxious Weeds: All noxious weeds and other rank growth upon public or private property (as defined by the Idaho Code 22-2402-). It shall be the duty of the owner, agent or person having charge of any property within the City limits where offensive or noxious weeds or plants are growing to remove, cut and/or destroy the same.
5. ~~All turf grass or weeds over twenty four inches (24") in height, noxious weeds or plants as defined by Idaho Code 22-2402; and those grasses or weeds determined to be a fire hazard by the Fire Marshal, are hereby declared to be a public nuisance and shall be removed, cut and destroyed by the owner or agent of the ground or premises on which the same are located. It shall be the duty of the owner, agent or person having charge of any property within the City limits where offensive or noxious weeds or plants are growing to remove, cut and/or destroy the same.~~
6. Smoke; Fumes: The presence in the outdoor atmosphere of any contaminant or combinations thereof in such quantity or of such nature and duration and under such conditions as would be injurious to human health or welfare, to animal or plant life, or to property, or to interfere unreasonably with the enjoyment of life or property. Smoke includes but is not limited to that which is created from the burning of household garbage, and debris created from clearing, grubbing, and removal of trees.
7. Noise; Vibrations: All unnecessary noises, vibrations, or operation of a machine, to the annoyance of others between the hours of -9:00 pm and 7:00 am; except as authorized by

the City Council for utility construction or service-emergencies between the hours of 9:00 pm and 7:00 am.

8. Obstructions; Excavations: Obstructions and excavations affecting the ordinary use by the public of streets, alleys, sidewalks or public grounds except under such conditions as are provided by ordinance.
9. Discarded, Junk Items: Accumulations of discarded or junked items creating an unsightly appearance.
10. Abandoned or Airtight Containers: All abandoned, unattended or discarded iceboxes, refrigerators, or other containers which have a door or lid, snap lock or other locking device which may not be released from the inside, upon public or private property.
11. Unreasonable, Unlawful Condition: No owner or occupanyts of any premises within the city shall keep, cause or allow the premises, any portion of the premises or any structure on the premises, to fall into a condition that is dangerous or detrimental to life, health or property of members of the public.
12. ~~Junkyards or~~ Dumping Grounds: All places used or maintained as dumping grounds or for the wrecking or disassembling of automobiles, trucks, recreational vehicles, manufactured/mobile homes, or machinery of any kind, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which said places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others. This definition does not include those legally conforming junkyards as allowed by conditional use permit in accordance with Hayden City Code.
13. Places in Disrepair: All places in such a state of disrepair as to constitute a fire hazard, an attractive -nuisance or a hazard of any sort.
- 1-14. Unsightly Structures: Any unsightly building, billboard or other structure, or any old, abandoned or partially destroyed building or structure commenced and left unfinished, or vacant areas in rear of stores, vacant lots, houses, buildings or premises containing trash, litter, garbage, accumulation of empty barrels, boxes, crates, packing cases, lumber or firewood not neatly piled, scrap iron, tin and other metal not neatly piled or anything whatsoever in which ~~flies or rats~~insects or rodents may breed or multiply or which may be a fire danger.

~~A. Responsibility: No person in charge of or in control of premises, whether as owner, lessee, tenant, occupant or otherwise, shall allow any partially dismantled, wrecked, junked, discarded or otherwise nonoperating or unlicensed motor vehicle, machinery, implement and/or equipment and personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, to remain on such property longer than twenty eight (28) days unless such vehicle, equipment, etc., is maintained in an enclosed building or so located within a fenced or screened enclosure six feet (6') in height within the rear yard of the premises (not a side yard or a front yard), as defined by the zoning ordinance of the City, such that the materials are not readily visible from any public place or from any surrounding private property. Allowing such materials to remain unenclosed or unscreened in the rear yard shall constitute a nuisance. This section shall not apply~~

~~with regard to any vehicle, equipment or other personal property on the premises of a business enterprise operated in a lawful place, other than in a residential district, and operated in a lawful manner, when the keeping or maintenance of such vehicle, equipment or other damaged and abandoned personal property is necessary to the operation of such business enterprise and is not in violation of other provisions of law.~~

~~B. Definition: For the purposes of this chapter, the term "nuisance" is defined to mean any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such premises are located. This includes, but is not limited to, the keeping or the depositing on, or the scattering over the premises of any of the following:~~

~~1. Lumber, junk, trash, or debris.~~

~~—2. Abandoned, inoperable, discarded or unused objects or equipment such as automobiles, implements and/or equipment, or machinery and personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, furniture, stoves, refrigerators, freezers, cans or containers.~~

~~—3. Any compost pile, solid or liquid/semi-liquid waste which is of such a nature as to spread or harbor disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-carrying pests, animals or insects; provided, that the presence of earthworms in a compost pile shall not constitute a nuisance, nor shall a properly maintained garden compost facility.~~

~~—4. Keeping unsanitary matter on premises. It shall be unlawful for any person to keep or permit another to keep upon any premises deleterious or septic material which causes adverse effects upon the occupancy or use of neighboring lands. Such materials must generally be retained in containers or vessels which deny access by humans, flies, insects, rodents and animals.~~

~~5. All turf grass or weeds over twenty four inches (24") in height, noxious weeds or plants as defined by Idaho Code 22-2402; and those grasses or weeds determined to be a fire hazard by the Fire Marshal, are hereby declared to be a public nuisance and shall be removed, cut and destroyed by the owner or agent of the ground or premises on which the same are located. It shall be the duty of the owner, agent or person having charge of any property within the City limits where offensive or noxious weeds or plants are growing to remove, cut and/or destroy the same.~~

~~-C. Noise Standards:~~

~~-~~

-	No person may make or permit the followings:
Weekdays (M, T, W, Th, F) 9:00 pm to 6:00 am	No unnecessary or unusual noise, or operation of a machine, or harboring of an animal to the annoyance of others or any person of ordinary sensibilities; except as authorized by the City Council for utility construction or service emergencies.
Weekends (Saturday, Sunday) 9:00 pm to 7:00 am	

4-1-2: ABATEMENT-:PROCEDURE:

A. Standards for Abatement: A violation shall be considered abated when the offending personal property is either removed from the premises, enclosed inside a building, or screened from view from both the street and adjoining property and/or odor is eliminated. For weeds, abatement will be satisfied when the weeds have been effectively sprayed as directed by the sprayed in accordance with noxious weed control or cut to height of less than six inches (6"). For all other nuisances, a violation shall be considered abated when the issue is resolved in accordance with the notice of violation. Temporary measures, such as tarps, unenclosed or unscreened areas, are not considered abatement.

B. Methods of Abatement:

1. Whenever a violation of this chapter is found, the code enforcement officer or any other official having the responsibility for the enforcement of the City of Hayden ordinances may take one or more of the following actions:

- a. Order the violation corrected by the responsible party(ies) by removal and proper disposal of materials within a specified period ranging from one to twenty-eight (28) days. A notice of violation shall be sent via certified mailing, hand delivery, and/or posted on the property to the party responsible.
- b. If the responsible party(ies) agrees to abate the violation but is unable to remove and/or dispose of the violation in the time frame specified in the notice of violation, they may, at the code enforcement officer's discretion, enter into a voluntary nuisance abatement agreement. To secure the voluntary nuisance abatement agreement, the responsible party(ies) must provide compelling evidence why they seek nuisance abatement relief.
- c. Request the City of Hayden police department (or law enforcement agency having authority within the City of Hayden) to issue a uniform infraction

citation for the violation of this chapter if this is the first violation within two (2) years or alternatively issue a uniform misdemeanor citation if this is a second or subsequent violation within two (2) years.

d. The City of Hayden may file a petition for injunctive relief against the property owner in the district court of the state of Idaho for Kootenai County seeking an order compelling compliance with this chapter.

e. Any additional civil remedy available to the City of Hayden.

C. Voluntary Nuisance Abatement Agreement:

1. The code enforcement officer may secure voluntary nuisance abatement by contracting with the party(ies) responsible for the violation. The voluntary nuisance abatement agreement is a contract between the city and the party(ies) responsible for the violation under which such party(ies) agrees to abate the violation within a specified time and according to specified conditions.

a. Time Limit Extension: An extension of the time limit for abatement or a modification of the required corrective action may be granted by the code enforcement officer. Extension or modification of the voluntary nuisance abatement agreement is allowed if the party(ies) responsible for the violation has shown due diligence and/or substantial progress in correcting the ~~violation~~violation, but unforeseen circumstances render abatement under the original conditions unattainable.

b. Abatement by the City: The city may abate the violation using city forces or contract for abatement if the terms of the voluntary nuisance abatement agreement are not complied with or in the case where the nuisance constitutes imminent danger to public health and/or safety.

c. Collection of Costs: If the terms of the voluntary nuisance abatement agreement are not met, the party(ies) responsible for the violation shall be assessed all costs and expenses of abatement including attorney fees, if incurred. If such expenses are unpaid for twenty-eight (28) days, the fees assessed may be forwarded to a collection agency to be collected in accordance with Idaho Code or the city may accept a note placing a lien on the property for the cleanup costs. In addition, if the voluntary nuisance abatement agreement is not completed, all other methods of abatement as listed in this chapter shall apply.

D. State Law Provisions: The provisions of this chapter shall not compromise or otherwise adversely affect the applicability of provisions of State law regarding the designation of nuisances, their abatement, as well as damages recovered. The costs of abatement are as determined by Idaho Code §50-334 and §50-1008.

~~—A. Notice: Prior to initiating prosecution for violation of this chapter, City staff shall attempt to provide notice to the owner of the real property upon which the nuisance is located. Additional notice shall be attempted to the occupant/tenant or agent if one is known.~~

~~Said notice shall describe the location of the property as accurately as possible and shall specify the nature of the nuisance and the time by which the nuisance must be abated. Said notice shall be mailed to the owner, agent or person in charge of such property, if such owner, agent or person in charge can be found. If an owner, agent or person in charge cannot be found, then notice shall be provided by posting a notice upon a conspicuous place on the premises and mailing a copy of said notice by certified mail to the owner or agent of the same at such owner's or agent's last known address.~~

E. Responsibility: No person in charge of or in control of premises, whether as owner, lessee, tenant, occupant, agent or otherwise, shall allow any nuisance to remain on such property longer than twenty-eight (28) days from the time the initial notice is provided.

~~A.F.~~ Storage of private property in the case of a residential use, and property associated with a business enterprise operated in a lawful manner in the case of a non-residential use shall be in accordance with Hayden City Code 11-2-5(I).

~~B. Storage Or Removal: The owner, owners, tenants, lessees and/or occupants of any lands upon which a nuisance is located may thereafter store such nuisance vehicles, equipment or materials into completely enclosed buildings authorized to be used for such storage purposes, if within the corporate limits of the City, or otherwise remove the vehicles, equipment or materials to a lawful storage location outside the corporate limits of the City. If the nuisance consists of weeds or other vegetative materials, it shall be removed and disposed of lawfully so as to eliminate the fire hazard created and/or the risk of spread of weed infestation.~~

~~B. — C. State Law Provisions: The provisions of this chapter shall not compromise or otherwise adversely affect the applicability of provisions of State law regarding the designation of nuisances and their abatement. (Ord. 298, 4-10-2001)~~

C. 4-1-3: VIOLATION; PENALTY:

If the party(ies) allow said nuisance to exist or fail to abate the nuisance, they, and each of them, shall be charged as an infraction for this first violation of this chapter. The court may assess a fine not to exceed \$1000 for each violation. Each day that a responsible party(ies) allows a nuisance to continue on property under his or her control may be a separate violation. A new or subsequent violation within two (2) years may be charged as a misdemeanor with -the maximum penalty of \$2000 and/or six (6) months in jail.

~~If the owners, tenants or occupants allow said nuisance to exist or fail to abate the nuisance, they, and each of them, shall be guilty of an infraction and upon being found liable therefor shall be subject to an infraction penalty of one hundred dollars (\$100.00). Each day that a violation of this chapter exists may be charged as a separate infraction or misdemeanor violation, as appropriate. Any nuisance which violates this chapter and which constitutes an immediate hazard to the public~~

~~health or which continues to exist after a finding of guilt or liability in two (2) or more prior infraction proceedings shall constitute a misdemeanor.~~

SECTION 3. *That Municipal Code Section §7-2 be amended.*

7-2 RIGHT OF WAY ENCROACHMENTS

7-2-8: INSURANCE AND BOND REQUIREMENTS:

A. Insurance: The City shall require the permittee to produce evidence of insurance from the insurer, certifying to the amount of coverage and to the period of coverage prior to issuing the permit. The insurer shall list the names of the insured, the type and amount of coverage, the location and operations to which the insurance applies and the date of expiration.

1. Public Liability Insurance:

a. Coverage for bodily injury and/or death for one or more persons in each occurrence shall be maintained in force for a period of one year after final acceptance of the work.

b. Coverage for property damage for each occurrence shall be maintained in force until final acceptance of the work.

c. The combined single limit amount for both bodily injury and property damage insurance shall not be less than one million dollars (\$1,000,000.00).

d. The liability policies shall cover the permittee and all subcontractors, and shall name the City, its officials, employees and agents as additional insureds.

e. Require subrogation waivers on the certificate of insurance COIs.

2. Workers' Compensation: The permittee shall submit acceptable evidence that all workers or employees at the site are covered in accordance with applicable laws pertaining to workers' compensation and shall defend and protect the City from and against all claims resulting from failure of the permittee to maintain such insurance.

3. Builders Risk: The permittee shall secure all-risk type of ~~builders~~builders' risk insurance covering all work performed, materials, equipment or other items incorporated therein and within the public right-of-way or other public place. The policy shall name the City, its officials, employees and agents as additional insureds.

B. Surety:

1. Performance: The permittee shall provide ~~a bond or other form of performance~~ surety, in a form approved by the City, in an amount equal to one hundred fifty percent (150%) of the ~~estimated~~ cost of installation of the improvements and restoring the area within the public right-of-way or other public place in accordance with the requirements in this chapter; ~~including the cost of pavement replacement and all other restoration work required by this~~

~~chapter~~, as surety for the timely completion of the work and in compliance with City standards. (Ord. 591, 3-26-2019).

1.2. Warranty (Guaranty): The permittee shall provide warranty surety, in a form approved by the City, in an amount equal to 25% of the cost of the improvements, with restoration for a period of no less than 18 months after the City has accepted the work, as surety to ensure the work has been completed and performs in accordance with City Standards.

7-2-11: STANDARDS AND SPECIFICATIONS:

All materials to be incorporated in the work and the quality of workmanship shall meet or exceed the current minimum acceptable requirements of all of the applicable laws, codes and industry standards, to include but not be limited by the Hayden Supplemental Provisions, the Idaho State Public Works Construction standards, and the Hayden Project Inspection and City's Engineering Project Certification and Quality Control Standards~~Certification requirements~~. The City may request that any plans and specifications required of the permit be stamped by a professional engineer licensed by the State of Idaho. Standards and specifications that have been adopted or may become adopted by the City shall have precedence. (Ord. 591, 3-26-2019)

{Continued to next page}

SECTION 4. That Municipal Code Section §8-1 through 8-6 be amended.

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 Certificate of Occupancy 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.

~~CC.~~ 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 ~~e~~Certificate of ~~e~~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 <u>MR</u>	75' ¹	75'	90'
C, <u>MU</u>	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 ~~11-11-9B~~ 4-1-1(B)(7) 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 <u>MR</u>	Yes	75' ¹	Required	25', subject to section 8-6-10 of this chapter
C, <u>MU</u>	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 ~~11-18-5J~~[11-4-5\(D\)](#) of this Code.

Section 5. *That Municipal Code Section §9-5 be amended.*

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.

SECTION 6: All provisions of the current Hayden Municipal Code or ordinances of the City of Hayden and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Hayden City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 8. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 9. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Hayden, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Hayden at a regular session of the City Council on _____.

APPROVED by the Mayor on the _____ day of _____ 2026.

By:

Alan Davis, Mayor

ATTEST:

Abbi Sanchez, City Clerk

- B. Status Update of the Law Enforcement Strategic Plan by Matrix and Discussion of Future Law Enforcement Arrangements
- 6. **NEW BUSINESS**
 - A. **ACTION ITEM** Consider Publication of Public Hearing for Fiscal Year 2026 Budget Amendments and Fiscal Year 2027 Budget

CITY OF HAYDEN, IDAHO
NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR FISCAL YEAR 2026-2027

Notice is hereby given that the City Council of Hayden, Kootenai County, Idaho will hold a public hearing for consideration of the proposed budget for the fiscal period of October 1, 2026 to September 30, 2027, pursuant to the provisions of Section 50-1002, Idaho Code. The hearing will be held at City Hall, 8930 N. Government Way, Hayden, Idaho at 5:00 pm on Tuesday, August 25, 2026. All interested persons are invited to appear and show cause, if any, as to why such proposed budgeted should or should not be adopted. Copies of the proposed budget in details are available at City Hall during regular office hours (8:00 a.m. to 5:00 p.m. Monday-Friday). Assistance for persons with disabilities will be provided upon 24-hour notice prior to the public hearing.

EXPENDITURES				
Fund #	Fund Name	FY2025 Actuals Expenditures	FY2026 Budgeted Expenditures	FY2027 Proposed Expenditures
110	General	\$ 7,986,178	\$ 9,110,399	\$ 10,415,319
111	Interest Earned	\$ -	\$ -	\$ 3,922,049
112	Boat Launch	\$ 66,155	\$ 131,807	\$ 235,000
113	Veterans' Memorial	\$ 960	\$ 21,984	\$ 23,300
114	Council Chambers Media Center	\$ 73	\$ 11,176	\$ 9,800
120	Circulation Impact Fees	\$ 1,486,830	\$ 6,616,050	\$ 683,824
121	Parks Impact Fees	\$ 184,075	\$ 2,072,987	\$ 2,855,372
122	Law Enforcement Impact Fees	\$ -	\$ 5,524	\$ 14,941
123	Government Way LID	\$ 44,901	\$ 334,694	\$ 87,241
130	Capital Projects	\$ 5,152,532	\$ 2,665,196	\$ 5,862,000
131	Payment-in-lieu of Future Infrastructure	\$ -	\$ 382,952	\$ 436,503
180	City Museum	\$ -	\$ 1,325	\$ 1,288
185	Sewer Connection Assistance	\$ -	\$ 13,544	\$ 14,271
210	Sewer Operation and Maintenance	\$ 5,156,315	\$ 8,710,364	\$ 6,956,199
211	Sewer Capitalization	\$ 3,552,326	\$ 9,827,304	\$ 2,235,125
212	Wastewater Revenue Bond	\$ 222,376	\$ 3,316,081	\$ 1,116,080
213	Sewer Assets Replacement	\$ -	\$ 1,420,000	\$ 1,415,260
Grand Total All Funds- Expenditure		\$ 23,852,722	\$ 44,641,387	\$ 36,283,572
REVENUES				
Fund #	Fund Name	FY2025 Actuals Revenues	FY2026 Budgeted Revenues	FY2027 Proposed Revenues
110	Property Tax Levy General Fund	\$ 2,646,433	\$ 2,696,462	\$ 2,824,019
110	Judgement Refund Recaptured	\$ -	\$ -	\$ -
110	Other General Fund	\$ 6,650,493	\$ 6,413,937	\$ 7,591,300
111	Interest Earned	\$ 948,390	\$ -	\$ 3,922,049
112	Boat Launch	\$ 50,761	\$ 131,807	\$ 235,000
113	Veteran's Memorial	\$ 1,683	\$ 21,984	\$ 23,300
114	Council Chambers Media Center	\$ 641	\$ 11,176	\$ 9,800.00
120	Circulation Impact Fees	\$ 1,158,246	\$ 6,616,050	\$ 683,824
121	Parks Impact Fees	\$ 522,073	\$ 2,072,987	\$ 2,855,372
122	Law Enforcement Impact Fees	\$ 2,835	\$ 5,524	\$ 14,941
123	Government Way LID	\$ 29,493	\$ 334,694	\$ 87,241
130	Capital Projects	\$ 5,651,277	\$ 2,665,196	\$ 5,862,000
131	Payment-in-lieu of Future Infrastructure	\$ 27,470	\$ 382,952	\$ 436,503
180	City Museum	\$ 54	\$ 1,325	\$ 1,288
185	Sewer Connection Assistance	\$ 598	\$ 13,544	\$ 14,271
210	Sewer Operation and Maintenance	\$ 5,671,188	\$ 8,710,364	\$ 6,956,199
211	Sewer Capitalization	\$ 2,494,240	\$ 9,827,304	\$ 2,235,125
212	Wastewater Revenue Bond	\$ 860,180	\$ 3,316,081	\$ 1,116,080
213	Sewer Assets Replacement	\$ 210,000	\$ 1,420,000	\$ 1,415,260
Grand Total All Funds- Revenues		\$26,926,055	\$44,641,387	\$ 36,283,572

- B. Presentation of the Rathdrum Prairie Area Transportation Study by Ali Marienau of the Kootenai Metropolitan Planning Organization (KMPO)
- 7. **REPORTS**
 - A. City Administrator Report and Calendar Review

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	8
12	13	14	8	9	10	11	9	10	11	12	13	14	15
19	20	21	15	16	17	18	16	17	18	19	20	21	22
26	27	28	22	23	24	25	23	24	25	26	27	28	29
			29	30	31		30	31					

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 CANCELLED-Planning and Zoning	7	8 3:00pm Arts Commission	9 4:00pm Veterans Commission Meeting (Council Chambers) 6:00pm Summer Concert Series (McIntire Family Park)	10	11 Hayden Triathlon (Honeysuckle Beach)
12	13 11:00am Historic Preservation Commission Meeting 1:30pm Anissa Crane & Kathy Muir re: IDPR Parks Grant	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

August 2026

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

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

B. Law Enforcement

City of Hayden
Cases Numbers for April 1, 2026-June 30, 2026

DUI/Drugs	21
DB/Battery/Injury to Child	9
NCO Violation/Malicious Injury to Property/Resist & Obstruct	0
DWP/Traffic (Misd Driving Offenses)	5
Theft	17
DTP/Child Custody	0
Infractions	22
Code Violations	3
Total	77

- C. Mayor/Council
- 8. **REQUEST FOR FUTURE AGENDA ITEMS**
- 9. **EXECUTIVE SESSION ACTION ITEM** *(Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)*
 - A. Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities are to be evaluated in order to fill a particular vacancy or need
 - 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.
- 10. **ADJOURNMENT**