

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

Tuesday, August 11, 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 July 14, 2026 City Council Meeting Minutes

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

Tuesday, July 14, 2026

Regular Meeting: 5:00 PM

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

CALL TO ORDER

Mayor Davis called the meeting to order at 5:00 PM.

ROLL CALL OF COUNCIL MEMBERS

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

PLEDGE OF ALLEGIANCE

Mayor Davis asked David Erickson to lead the pledge of allegiance

ADDITIONS OR CORRECTIONS

Items 4B and 5B were removed from the agenda.

1. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of Change Order No. 1 with LaRiviere, Inc. for the Honeysuckle Avenue and Ramsey Road Roundabout Project for Enhanced Traffic Control and Water System Adjustments in the Amount of \$7,360.39.
 - B. Approval of Amendment No. 2 with Welch Comer & Associates to Honeysuckle - Ramsey Roundabout Project
 - C. Approval of The Professional Services Agreement with Geotek Inc. for the 2026 Chip Seal Project
 - D. Approval of Participation Agreement for Financing the Honeysuckle Avenue and Government Way Intersection
 - E. Approval of 2026 3rd Quarter Financial Report for Website Publication
 - F. Ratification of the June 2026 Payroll
 - G. Approval of Bills for Payment

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

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

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

None

3. **UNFINISHED BUSINESS**

- A. **ACTION ITEM** - Honeysuckle Ave and Government Way Intersection Design

City Engineer Dulci Kau and Design Consultant Melissa Cleveland, Welch Comer & Associates, reviewed the Honeysuckle/Government intersection design. Focusing on improving the southbound queue length on Government Way at the Honeysuckle Avenue intersection, the project will remove the landscape island to extend the southbound left-turn lane, add a southbound right-turn lane, and upgrade pedestrian ramps.

Current modeling shows long southbound queues with a rolling condition; by 2046 these queues are expected to nearly double. The planned improvements are projected to eliminate rolling queues and shorten total queue length by about 300 feet. The three-lane corridor design remains intentional to support walkability and business access.

Right-of-way acquisition will likely be needed on the northwest corner, with the Hayden Urban Renewal Agency assisting in funding. Any impact to adjacent business parking will be evaluated during appraisal. Further right-of-way details will return to Council.

Traffic graphs presented reflected total intersection volumes, not specific Commerce Drive movements. A roundabout had previously been studied but was rejected due to performance and right-of-way impacts; expanding the existing signal remains the preferred alternative. Southbound traffic was identified as the primary limiting factor, and long-term growth was included in 2046 projections.

- B. **ACTION ITEM** - Consideration of the Waterways Improvement Fund Grant from the Idaho Department of Parks and Recreation for \$250,000 for the Honeysuckle Boat Ramp Improvement Project.

Council reviewed acceptance of a \$250,000 Waterways Improvement Fund grant for the Honeysuckle Boat Ramp Project. Public Works Director Alan Soderling noted the acceptance form must be signed to finalize the award. Staff confirmed the city's share of project costs will come from boat ramp fees.

MOTION: Council President DePriest moved to accept the grant award. Council Member Erickson provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

- C. **ACTION ITEM** - Consider a Property Use Agreement with the Hayden Lake Watershed Improvement District for Aquatic Invasive Species Prevention Activities at Honeysuckle Boat Launch.

Council considered a property use agreement with the Hayden Lake Watershed Improvement District to allow aquatic invasive-species education activities at the Honeysuckle Boat Launch. Staff confirmed the agreement carries no fiscal impact to the city.

MOTION: Council Member Erickson moved to approve the agreement. Council President DePriest provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

4. NEW BUSINESS

A. **ACTION ITEM** - Discuss and Provide Direction of the Stoddard Barn Adaptive Reuse Master Planning Effort

Council discussed advancing the Stoddard Barn adaptive-reuse master planning effort. Staff explained that the barn and silo remain unused and that previous efforts to secure planning grants have been unsuccessful. Staff recommended developing a master plan focused on the barn's future use, following the same approach used for other park facilities. This would include issuing a Request for Proposals, engaging the Parks and Recreation Commission and Historic Commission, and forming a steering committee.

Estimated consultant cost is expected between \$50,000 and \$100,000, likely funded through park impact fees. Staff noted these fees must be used within a certain timeframe or returned, giving incentive to proceed. Council Members asked about potential revenue-generating uses, coordination with other park projects, and overall prioritization. Staff confirmed the planning work would not impact construction budgets and that park impact fee balances remain sufficient.

Council generally agreed to move forward with refining the RFP and returning it for final review.

~~B. **ACTION ITEM** - Northwinds Appeal of Administrative Decision~~

This item was removed from the agenda at the request of the appellant.

C. **ACTION ITEM** - Consider Reinitiating the Mayor's Youth Council Committee

Council considered reinitiating the Mayor's Youth Council after receiving interest from a local student. Council Member Erickson described benefits such as improved communication with younger residents, increased civic engagement, and better outreach through schools. He referenced successful youth advisory models in other Idaho cities, particularly Meridian.

Council discussed structure, staff time requirements, open meeting law implications, and whether youth participation could instead be incorporated into existing commissions. Staff noted that several commissions already allow youth members under current code.

Council agreed that the next step is for Council Member Erickson to gather more information from other cities about how their youth councils operate and return with findings before deciding on a formal structure.

D. **ACTION ITEM** - Consider Approval of Agreement with Bernardo Wills for Civic Center Master Plan

Council considered approving an agreement with Bernardo Wills to prepare a Civic Center Master Plan for the former Owl Café site. Staff explained that the plan would focus solely on the civic center (not the adjacent park) and include public outreach, stakeholder engagement, and conceptual design. The goal is to develop a community-driven vision that could later align with funding opportunities, including possible support from the Hayden Urban Renewal Agency (HURA).

Council discussed the consultant's role, expected public involvement, timeline (completion targeted by year-end), and potential use of park impact fees with reimbursement from HURA. Staff confirmed HURA is supportive and eager for the project to proceed. Council Members asked about outreach participation levels, scheduling concerns, and statutory requirements related to project funding thresholds.

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

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

5. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport reviewed upcoming budget deadlines, noting the tentative Fiscal Year 2027 budget adoption is scheduled for July 28. Because the mayor will be absent, council discussed whether to proceed as planned or call a special meeting; consensus was to move forward and schedule a special meeting only if needed. Staff emphasized that once published, the budget cannot increase but may decrease before final adoption.

Upcoming events were highlighted, including Hayden Days on July 24–25 and the summer concert on July 30. Staff is working to secure a beer garden vendor, with any necessary contract ratification to occur after the event. Council participation in the Hayden Days parade will be coordinated by the events coordinator.

Following Hayden Days, work will begin on McIntire Park design preparation, including soil test holes requiring temporary park closures. Council was also provided updated fund balances for all city funds.

~~B. Law Enforcement~~

C. Mayor/Council

Mayor Davis invited council members to join him in riding together in the Hayden Days parade, noting the tradition from past years and his preference for riding in a vehicle due to a recent surgery. Three council members confirmed availability; one will be out of town.

He also shared that, instead of a summer newsletter, the city will include a "Hello Hayden" informational insert in upcoming sewer bills to provide updates to residents in a more cost-effective way. Council requested an emailed copy, which staff will provide.

Council Member Shafer updated the council on regional transportation planning. He was unable to attend the latest Kootenai Metropolitan Planning Organization (KMPO) board meeting but reviewed agenda materials and contacted Idaho Transportation Department (ITD) and KMPO staff for clarification, particularly regarding the Prairie Area Transportation Study and its potential impacts on the Huetter corridor near Hayden.

Because the topic was not on the agenda, council agreed to postpone a full presentation and instead place it on a future agenda. Council also discussed sharing ITD's public comment information on city social media. The public comment window runs July 8–22.

Mr. Shafer noted that the study is narrowing to three alternatives, one likely involving Huetter. The next phase will be an environmental study expected to run until about 2030, with project completion likely far in the future due to large costs.

6. REQUEST FOR FUTURE AGENDA ITEMS

Council members requested potential future agenda topics:

- **Patrol Vehicles Audit:** A request was made for staff to identify the five Hayden-purchased patrol cars being used by Kootenai County Sheriff's Office deputies assigned to Hayden, verify their VINs, check current mileage, and confirm how and where they are being used. Staff will follow up without needing a formal agenda item.
- **Traffic Concerns at Hayden & Atlas:** A council member asked for clarification on public requests for a four-way stop at Hayden Avenue and Atlas Road. Staff explained why a four-way stop would worsen congestion due to heavy east-west traffic. No agenda item was requested; staff will continue addressing the issue through planned temporary signal improvements.
- **Public Safety Options:** Discussion began about exploring potential law-enforcement partnership options (including a concept raised by Spirit Lake). After debate, council agreed it is premature to agendaize this until the city's ongoing police services needs and cost analysis is completed. A future agenda item will be added later for an update on that study and its recommended service models.

7. ADJOURNMENT

The meeting was adjourned at 6:38 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

B. Approval of July 28, 2026 City Council Meeting Minutes

**DRAFT MINUTES 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

Council President DePriest called the meeting to order at 5:02 PM.

ROLL CALL OF COUNCIL MEMBERS

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

Absent: Mayor Alan Davis

PLEDGE OF ALLEGIANCE

Council President DePriest asked David Erickson to lead the pledge of allegiance.

ADDITIONS OR CORRECTIONS

Item 5B will be heard following Item 3B.

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
- B. Approval of June 17, 2026 Special City Council Meeting Minutes
- C. Approval of June 23, 2026 City Council Meeting Minutes
- D. Approval of Independent Contractor Agreement with RC Worst & Company for Safety Grates
- E. Ratification of 2026 Amended Northern States Security Contractual Services Agreement
- F. Ratification of 2026 Hayden Days Beer and Wine Garden Agreement with Brewscape Beer Company
- G. Approval of Connelly Enterprises Independent Contractor Agreement for Youth Performing Arts Workshop
- H. Approval of Bills for Payment

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

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

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

Amy encouraged the council to begin meetings with a prayer, noting that other Idaho communities, including Post Falls, have adopted this practice. She emphasized it should

be non-denominational and focused on seeking guidance for the city's leadership. Amy also asked the council to consider a policy prohibiting Flock cameras or similar surveillance systems in Hayden, citing privacy concerns and examples of potential misidentification. She urged the city to be proactive on both issues and thanked the council for considering her input.

3. COMMISSION REPORT

A. Arts Commission

Nancy Jones, Commission Chair, delivered the Arts Commission's quarterly update. The commission continues to seek new grant opportunities after a previous grant program ended. Their public art survey remains available on the city website, and outreach is ongoing.

The "Come Together" bench project is nearing completion, with cleaning and painting scheduled for August. Artists are engaged, and commission members are still pursuing possible business donations.

A youth arts workshop led by local artist Dan Connelly is planned for September 12, culminating in a short performance of "Treasure Island" and accompanied by a variety of community arts demonstrations.

The current featured artist at City Hall is Paula Dahlen, with city staff invited to participate as featured artists in the next quarter.

The commission also participated in Hayden Days, distributing crayons and event flyers to residents. They received strong positive feedback from the community. No further questions were raised by council.

B. Quarterly Written Reports

Council had no comments or questions on the submitted written reports.

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
Council President DePriest opened the hearing at 5:18 p.m.

Donna Phillips, Community Development Director reviewed the proposed amendments to several sections of the Hayden City Code. She summarized revisions previously reviewed in May and June workshops.

Key changes include:

- Title 2: Updated terminology to align with state law by changing "area of city impact" to "area of impact."
- Title 4 (Nuisance Code):
 - Added clear definitions of public nuisances and responsible parties.
 - Provided detailed examples of nuisances, procedures for abatement, and violation processes.
 - Updated penalty language: courts may impose fines up to \$1,000 per violation, with each day of continued non-compliance potentially counted separately. Repeat violations within two years could be misdemeanors with penalties up to \$2,000 or six months jail.
 - Staff emphasized penalties apply only when cases reach court and are intended as a deterrent; the city's primary goal is gaining compliance, not issuing fines.

- Title 7: Added subrogation waiver requirements to encroachment permits, clarified differences between performance and warranty guarantees, and updated referenced standards.
- Title 8: Updated multiple sections for clarity and consistency—including wastewater service areas, stormwater requirements for all development projects, pretreatment authority (delegated to the city engineer or public works director), wireless facility standards, and outdated zoning references.
- Title 9: Updated the road naming and addressing process to reflect current responsibilities within Community Development and corrected code references.

Council asked clarifying questions about enforcement authority and comparisons with other cities' penalty structures. Staff confirmed the proposed nuisance penalties are consistent with regional practices.

PUBLIC COMMENT:

Against:

Summer Bushnell, non-Hayden resident, expressed concerns about the proposed nuisance code amendments, particularly the increase in potential fines from \$100 to up to \$1,000 and the possibility of jail time. She felt these changes could make the city appear overly punitive, similar to an HOA [Homeowner's Association], and worried about impacts on vulnerable residents such as seniors who may struggle with property maintenance. She suggested considering a lower maximum fine (e.g., \$300–\$500) and emphasized the importance of avoiding penalties that could force residents out of their homes. She urged the council to view nuisance code updates as a lower priority and to seek a middle ground that maintains community standards without excessive enforcement.

Amy McCamly, Hayden resident, shared concerns about property-rights implications, noting many residents choose non-HOA living to avoid strict appearance rules. She questioned who would enforce the code given Hayden does not have its own code enforcement staff, expressing worry that sheriff resources could be diverted from more serious issues.

Ms. McCamly stressed the importance of understanding the reasons behind non-compliance, such as personal hardship or mental-health challenges, and urged the city to support residents rather than penalize them. She argued that including jail time and high fines in the ordinance—even if rarely used—creates a risk of excessive punishment and feels out of place in Hayden.

She asked the council to remove such language, reconsider fine levels, and avoid adopting what she described as overly punitive or "California-style" regulations.

Tristan Fitzgerald, Hayden resident, expressed concern that future councils might enforce the ordinance differently, emphasizing the importance of clear written limitations rather than verbal assurances.

He argued the draft definition of "public nuisance" is inconsistent with Idaho Code, which requires that a public nuisance affect an entire community, neighborhood, or a considerable number of people, not just an individual neighbor. He warned the proposed language blends public, private, and moral nuisances without distinguishing them, risking misuse in personal disputes.

Mr. Fitzgerald also noted several subjective terms in the draft such as “offensive” or “interfering with comfortable enjoyment” that lack clear standards and could be used arbitrarily. He opposed including jail time, saying Idaho law already allows courts to address repeated issues without needing explicit jail language in the city code. He added that jail for property-maintenance issues is disproportionate and wastes limited law-enforcement resources.

He urged the council not to adopt the amendments as written and to revise them for clarity and alignment with Idaho law.

Jeff Coder, Hayden Resident, described the ordinance as overly harsh and “draconian.” He emphasized concerns shared by previous speakers, particularly the inclusion of jail time and high fines, and noted that even if the current council does not intend to enforce the code aggressively, future leaders could misuse it. He cited examples from other cities where strict nuisance enforcement harmed vulnerable residents and argued that once such language is written into law, it can be abused. Mr. Coder urged the council to reject or rewrite the proposal to avoid creating an HOA-like environment and ensure protections against excessive enforcement.

Neutral: None
For: None

Council President DePriest closed the hearing at 5:47 p.m.

COUNCIL DELIBERATIONS:

Council discussed significant public concerns regarding Title 4 (nuisance regulations). Members agreed that the city must balance property rights with safety and neighborhood impacts, especially in cases where neglected properties create fire hazards or affect neighbors’ quality of life and property values. Staff emphasized that residents frequently request help with serious nuisance problems and need the city to have enforceable tools.

However, multiple council members expressed discomfort with the proposed inclusion of jail time for nuisance violations. They worried about unintended consequences, future misuse, and impacts on residents facing hardship. Several noted that while some large properties may warrant strong penalties due to public-safety risks, most residential nuisances should not carry criminal consequences.

Council members also discussed whether the city’s definition of “public nuisance” should be clearer or more consistent with state law, and acknowledged concerns raised about subjective wording. Ultimately, they agreed Title 4 needs revision. There was consensus to remove misdemeanor (and jail) provisions, revisit fine levels, and refine definitions before moving forward.

Council agreed to table Title 4 for further work, while leaving other code amendments unaffected. Staff will return with revised language based on council direction.

MOTION: Council Member Roetter moved to table deliberations of proposed code amendments to Hayden City Code Title 4. Council Member Shafer provided the second.

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

The motion was approved by a unanimous vote in favor.

MOTION: Council Member Erickson moved to approve the proposed amendments to Hayden City Code Titles 2, 7, 8 & 9. Council Member Roetter provided the second.

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

The motion was approved by a unanimous vote in favor.

5. UNFINISHED BUSINESS

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

No action taken, tabled to future meeting.

B. Status Update of the Law Enforcement Strategic Plan by Matrix and Discussion of Future Law Enforcement Arrangements

This item was heard following Item 3B.

Tim Donohue, Matrix Consulting Group, provided an update on the police services study. The community survey has reached 203 valid responses from Hayden residents. This week, Matrix will deliver an interim report outlining current operational and staffing needs for patrol, investigations, and administrative support, based on workload analysis of Sheriff's Office data and best-practice benchmarks.

After the city reviews that interim report, Matrix will begin the final phase, producing a full strategic planning and cost analysis report. The final report will include recommended staffing levels, organizational structure, transition planning, and comparisons between current contracted service and a standalone department model. Despite early data issues, the project is back on schedule, with final results expected in late August.

Council members asked about survey geography, the timing of exploring policing options, and the anticipated delivery window. Mr. Donohue advised waiting for at least the interim report before evaluating alternatives.

Council discussion continued following Item 5A.

Matrix plans to deliver an interim report by the end of the week, with the full strategic planning report expected near the end of August. Council members requested access to the interim report so they can review it ahead of the next meeting.

Council agreed that receiving this interim analysis will help inform discussions about potential future law-enforcement options, whether continuing with the current contract, considering alternatives, or evaluating expressions of interest from other agencies. Members emphasized the importance of avoiding last-minute decisions given the sheriff's contract expires October 1.

Staff noted they have not yet received a direct response from the county regarding Hayden's proposed contract budget amount, though one commissioner acknowledged the issue and said accountability is being discussed.

Council concluded that once the interim report is received and reviewed, they will revisit the topic at the next meeting to begin more informed discussions about possible paths forward.

6. NEW BUSINESS

A. ACTION ITEM Consider Publication of Public Hearing for Fiscal Year 2026 Budget Amendments and Fiscal Year 2027 Budget

Mayor Davis recessed the meeting at 7:12 p.m. for a break.

Mayor Davis called the meeting back to order at 7:21 p.m.

City Administrator Lisa Ailport explained that the City must amend the fiscal year 2026 budget because fund balances were unclear when the budget was originally adopted. The major adjustment involves Fund 130 (Major Capital), where final costs for the Ramsey-Honeysuckle project will exceed the amount originally appropriated by about \$1.7 million. Since actual fund balance is nearly \$4 million, the amendment simply moves existing savings into the spending side to avoid showing an over-expenditure during the audit. Amending a budget requires the same public hearing process as adopting one, so the amendment will be published alongside the FY 2027 budget hearing notice.

Ms. Ailport then reviewed the publication requirements and timeline: public hearing notices must be published twice, seven days apart, prior to the scheduled August 25 hearing. Because notices need to be submitted to the newspaper by next Friday, council must authorize staff to publish the proposed FY 2026 amendment and the tentative FY 2027 budget now, or hold a special meeting if changes are desired.

She also reminded council that once published, the total budget amount cannot be increased but may be adopted at a lower amount.

The presentation then transitioned into a detailed walkthrough of the FY 2027 budget draft, including revenue sources, expenditures, departmental staffing requests, capital projects, fee updates, property-tax considerations, and long-term financial planning.

MOTION: Council Member Roetter moved to approve the publication for the fiscal year 2026 budget amendment public hearing. Council Member Shafer provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

MOTION: Council Member Roetter moved to approve the publication for the fiscal year 2027 budget public hearing. Council Member Shafer provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

B. Presentation of the Rathdrum Prairie Area Transportation Study by Ali Marienau of the Kootenai Metropolitan Planning Organization (KMPO)

This item was heard following Item 5B and before Item 6A.

Ali Marienau (KMPO Executive Director) and Carrie Ann Hewitt (ITD Project Manager) presented an overview of the Rathdrum Prairie Area Transportation Study. The study covers about 70 square miles from State Line to Government Way and from I-90 to Highway 53. It aims to identify long-term transportation improvements to address growth, safety issues, congestion, and future mobility across the Rathdrum Prairie.

The study began in 2023 and has gone through three screening phases, reducing 53 initial concepts to four main alternatives now under detailed review:

- Alternative D: widening Hutter Road to a five-lane arterial with intersections.
- Alternative H: constructing a limited-access Hutter bypass with interchanges and a frontage road.
- Alternatives M and N: creating a new east-west limited-access corridor from Pleasant View/I-90 to Hwy 53, then connecting across the prairie to US 95, including widening Hwy 53 and adding a new connection to Hwy 41.

Scenario combinations were also evaluated, showing greater improvements when multiple alternatives are combined. Analyses included intersection congestion (level of service), travel-time impacts, crash-reduction potential, property and right-of-way impacts, and conceptual construction costs (hundreds of millions to over \$1 billion depending on the option).

All alternatives touch the City of Hayden; Hutter Road options in particular will affect future city transportation planning. A limited-access bypass would be an ITD facility, while an arterial would fall under local jurisdiction.

The presenters noted that impacts to the aquifer must be studied during the NEPA environmental process. NEPA is expected to take several years (possibly into the late 2020s), with full design, right-of-way acquisition, and construction likely extending into the 2040–2050 timeframe depending on funding.

The study's public comment period for this stage has closed, but ITD continues to accept feedback. KMPO demonstrated how to navigate the online "story map" showing routes, impacts, and data visualizations.

Council asked about costs, property displacements, effects on development, aquifer protection, long-term growth assumptions, and timelines. The presenters emphasized that no final decision has been made and that all four main alternatives will move forward into environmental review before narrowing further.

7. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport reported that Hayden Days was successfully completed, thanking the events coordinator and Recreation staff for their extensive work in organizing and running the event. While a few lessons were learned for future improvements, the event went smoothly overall.

She reviewed upcoming community events: the next Summer Concert Series performance on July 30, followed by concerts on August 6, 13, and 20. The Summer Movie in the Park is scheduled for August 21.

Lisa also noted that staff is preparing for the August 25 public hearing where the City Council will consider adoption of the FY 2027 budget.

B. Law Enforcement

There was no report from the sheriff for this meeting, but the quarterly prosecution report was included in the council packet. Ms. Ailport explained that the report reflects only the cases handled by the city's contract prosecutor. She has asked the prosecutor's office for more detailed information, specifically the status of cases, how many have been closed, and other outcome data. That information has not yet been provided, but she will keep requesting updates and share them with council once received.

C. Mayor/Council

Council President DePriest suggested creating a small city float, such as using a flatbed, for the Hayden Days parade so city staff could be more visible and recognized. Staff noted that most departments, including Streets and others, are actively working during the parade and cannot participate. The idea was acknowledged but set aside due to staffing limitations during the event.

8. REQUEST FOR FUTURE AGENDA ITEMS

Council received clarification on the process for agenda items to be added for a council meeting, referring to an email reminder sent after the last meeting. It was explained that the reminder was intended to prevent open-meeting violations by ensuring future agenda requests are handled properly.

The process includes:

- The mayor has authority to set the agenda and may add requested items.
- If the mayor chooses not to add an item, council as a body can still place it on a future agenda.
- To do so without violating open-meeting rules, the request must be made during the "future agenda items" section of a public meeting.
- The council then gives a simple consensus (head-nods) on whether to include the topic on a future agenda without discussing the substance.
- If consensus exists, staff will place the topic on a future agenda.

This process ensures transparency, compliance with Idaho's Open Meeting Law, and clarity for both council and the public.

Council Member Erickson received consensus from the council to add an agenda item to an upcoming agenda for council to discuss Flock Cameras and their implications.

Mayor Davis recessed the meeting at 8:13 p.m. for a break.

Mayor Davis called the meeting back to order at 8:19 p.m.

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.

MOTION: Council Member Shafer moved for the meeting to enter executive session under Idaho Code 74-206(1)(a) and (f). Council Member Roetter provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor and the meeting entered executive session at 8:19 p.m.

MOTION: Council Member Shafer moved for the meeting to exit executive session. Council Member Roetter provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor and the meeting returned to regular session at 9:28 p.m.

10. ADJOURNMENT

The meeting was adjourned at 9:28 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

- C. Approval of PZE-26-0035 Monaghan Estates Subdivision Master Development Agreement



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: August 4, 2026

Agenda Item: PZE-26-0035 Monaghan Estates Subdivision Master Development Agreement

Agenda Item Location

Consent Calendar

Recommended Action or Motion

The City Council approved the Written Decision of PZE-26-0035 Monaghan Estates Subdivision on June 23, 2026; therefore, the City Council should authorize the mayor to sign the Master Development Agreement in accordance with requirements of the project.

Functional Impact of Authorizing

Should the City Council authorize the mayor to sign the Master Development Agreement, then the applicant may submit construction plans in accordance with the decision.

Functional Impact of Not Authorizing

Should the City Council not authorize the mayor to sign the Master Development Agreement, then the Council shall direct staff accordingly as to the next steps to allow the Developer to submit construction plans in accordance with the decision.

Fiscal Impact

Not Applicable

Budget Funding Source / Transfer Request

Not Applicable

Attachment

PZE-25-0035 Monaghan Estates Subdivision Master Development Agreement

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

MASTER DEVELOPMENT AGREEMENT

FOR

THE CITY OF HAYDEN, hereinafter the "City", a municipal corporation of the state of Idaho, 8930 N. Government Way, Hayden, Idaho 83835-9214, and Aspen Homes and Development, LLC, 9487 N Station Street, Hayden, Idaho 83835-8024, hereinafter "Developer", enter into this Master Development Agreement, hereinafter the "Agreement."

WHEREAS, Developer owns approximately 8.67 acres of real property in fee simple title located within the City of Hayden which Developer plans to develop. Said acreage is planned for a major subdivision of 20 Single Family Residential (R1) lots, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as PZE-26-0035 Monahan Estates Subdivision (hereinafter the "Project"). The Project is more specifically identified and described in Exhibit "A" and the General Site Plan, Exhibit "B", which are attached hereto and incorporated, as if fully set forth herein.

WHEREAS, in order to enhance and strengthen the public planning process it is the desire of the City and the Developer to establish conditions of approval and terms of mitigation, to describe the scope of construction improvements, to foster an understanding between the Developer and the City with regards to the development of the property described in Exhibit "A" and to assure the maximum effective utilization of the City's resources with the least economic cost to its residents.

WHEREAS, the City has complied with the notice and public hearing requirements for the subdivision approval, and approved the Monaghan Estates Subdivision with the conditions which are attached hereto and incorporated herein as Exhibit "C", on the 18th day of June, 2026; and

WHEREAS, the City has determined the Project is appropriate for a development agreement pursuant to Hayden Municipal Code Title 12, Chapter 7;

NOW THEREFORE,

IT IS HEREBY AGREED that subject to the review process for each phase of development, maintenance of continuing progress in development of the Project in compliance with the provisions of this Agreement, and the availability of utility capacity, Developer shall be allowed to develop the Monaghan Estates Subdivision as set forth.

1. Property and Term.

1.1 Property Subject to this Agreement. All of the real property defined herein as the Project shall be subject to this Agreement.

1.2 Term. The term of this Agreement shall commence upon the execution of this Agreement by all parties hereto and shall continue for the term of two years and/or otherwise developed in accordance with the terms of this Agreement, whichever comes first, unless earlier terminated as provided herein, or the time for filing an application for final plat approval has been extended as provided Municipal Code Section 12-3-4. Nothing in this section is intended or shall be construed to supersede the City Code relating to the time for final plat application from the date of the subdivision approval.

2. Project Regulations and Policies.

2.1 Project Development. Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this

Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

2.1.1 Existing Approvals. Development of the Property shall be subject to all of the conditions and standards as set forth in Exhibit “C”. The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations, and ordinances are expressly modified by the approvals accorded the project.

2.1.2 Future Application. Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner which most closely approximates the approach envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees. All applications for City approvals, permits and entitlements shall be subject to City’s development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

2.2 Final Plat Approval. During the course of development of the Project,

Developer will make application to City for approval of final plat maps for the Project in accordance with Hayden Municipal Code Title 12, Chapter 4. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps. Application for final plat shall be made within two years of preliminary approval by the City Council, June 18, 2028, unless an extension has been requested and granted by the City Council. All public and private infrastructures must be completed prior to final plat approval, except as otherwise provided herein. If approved by the City, the Developer may provide surety in accordance with Hayden City Code and section 2.02 of Exhibit "D" Construction Improvement Agreement for the completion of landscaping of non-stormwater treatment areas due to inclement winter weather conditions in lieu of completion of those improvements prior to the final plat approval.

- 2.3 Hold Harmless. Developer hereby agree to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the negligence, breach of this Agreement, or wrongful acts of the Developer, its contractors, or subcontractors in connection with the development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City or the City's agents and employees.

3. City's Good Faith In Processing.

- 3.1 Processing. City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

- 3.2 Permits. City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to demonstrated compliance with all provisions of applicable law and this Agreement.
4. Construction of Improvements.
- 4.1 Improvements to be Constructed. Developer shall construct the on-site and off-site improvements specified in Exhibit "C", and any other improvements required by the Hayden City Code.
- 4.2 Construction Improvement Agreement. Developer shall, at an appropriate time prior to commencement of construction of improvements on the Property, enter into a Construction Improvement Agreement in the form substantially similar to that attached hereto and incorporated as Exhibit "D" and shall comply with the terms of that Agreement once executed.
- 4.3 Public Street Closures When working within the public right-of-way the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City, which shall be strictly adhered to by the Developer.
- 4.4 Prior to performing any work in the public right of way the Developer will obtain the required encroachment permit(s) and comply with the insurance and surety requirements associated with the permit. Permits shall be required from the City of Hayden and Hayden Area Regional Sewer Board at a minimum.
- 4.5 Developer shall not proceed with construction of the subdivision, except for movement or stripping of topsoil, until construction plans have been approved, Construction Improvement Agreement has been executed and a

pre-construction conference has been completed between the Developer, Engineer of Record, General Contractor, and the City.

- 4.6 Prior to the City accepting the public improvements, Developer or Developer's construction contractor shall warrant the improvements for a period of 18 months and provide surety in the amount of the warranty guarantee to the City.
- 4.8 All construction improvements, including those for which surety has been provided, must be completed and accepted by the city prior to the issuance of any certificate of occupancy for building(s) constructed within the subdivision.
- 4.9 Landscaping of swales adjacent to (front, side, rear) individual building lots shall be a condition of any building permits issued for lots within the subdivision. Prior to the issuance of a certificate of occupancy the landscaping must be completed and constructed consistent with the landscaping plan and swale design approved by the City Engineer and the swale must have passed a perk test. This condition shall survive the term of the agreement contained in Section 1.2 and shall be in effect until such time as a certificate of occupancy has been issued for each of the building lots within the subdivision
- 4.10 Work within the right of way that is part of the road infrastructure but is deferred until individual lot construction, in this case, final swale landscaping and drainage infrastructure, approaches, street trees, and irrigation systems; shall be guaranteed in accordance with Hayden City Code and shall be the responsibility of the right-of-way encroachment permittee as delineated therein.
- 5. Consistency with Comprehensive Plan. The parties agree that the terms of this Agreement are consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents.
- 6. Notices. Formal written notices or demands by the parties pursuant to this Agreement shall be sufficiently given if dispatched by certified mail, postage

prepaid, return receipt requested, to the offices of the City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Community Development Director of the City.

DEVELOPER

Aspen Homes and Development LLC
9487 N Station Street
Hayden, ID 83835

CITY

Alan Davis, Mayor
City of Hayden
8930 N. Government Way
Hayden, ID 83835

7. Default, Remedies, Termination, and Review.

7.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than 30 days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such 30-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said 30 day cure period without cure, or if such cure cannot be accomplished within such 30 day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.

- 7.2 Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Kootenai County, Idaho and the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.
- 7.3 Termination for Unforeseen Circumstances. If City determines that the health, safety and general welfare of the city or its residents requires the modification, suspension or termination of this Agreement as a result of facts either unknown or unforeseeable at the time this Agreement was executed, the city may modify, suspend or terminate this Agreement following compliance with the following procedures.
- 7.3.1 City shall notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based.
- 7.3.2 City shall hold a hearing on the City's determination that this Agreement should be modified, suspended or terminated and provide notice of the time and place of the hearing to the Developer and copies of all documents relating to such determination no less than 14 days prior to such hearing.
- 7.3.3 City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known: (2) the health, safety

and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. Developer shall have the right to offer evidence to the contrary.

7.3.4 In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended.

7.3.5 If such threat is immediate and substantial, the city may suspend project development immediately in order to protect the public interest.

7.3.6 These procedures shall not apply when the unforeseen circumstance is a change in laws or regulations imposed by any political entity other than the City.

7.4 Governmental Authority. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Hayden, present or future.

8. Subsequent Laws as Superseding Terms.

8.1 Supersedure by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or

suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

9. Mortgagee Protection; Certain Rights of Cure.

9.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

9.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. If City makes a determination of

noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the rights during the same period available to Developer to cure or remedy the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

10. Transfers and Assignments.

10.1 Right to Assign. Developer shall have the right to sell, assign or transfer, any or all of its rights, duties and obligations under this Agreement, to any person or entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of that party's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law so long as Developer owns the Property.

10.2 Release Upon Transfer. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 10.1 above, Developer shall be released from its obligations under this Agreement with respect to their interest in the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (1) that party is not then in default under this Agreement; (2) that party has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the transferor under this Agreement with respect to the Property, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of

performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 11 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

11. Covenants Run with The Land.

11.1 All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

12. General Provisions.

12.1 No Joint Venture or Partnership. City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the

development of private property pursuant to the laws of the City and the State of Idaho.

12.2 Severability. City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

12.3. Entire Agreement. This Agreement consists of 48 pages, including the Recitals and four Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement is as follows:

Exhibit A: Legal Description of property affected

Exhibit B: General Site Plan

Exhibit C: Approved Conditions of Approval

Exhibit D: Sample Construction Improvement Agreement

12.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.

12.5 Completion of Performance. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.

12.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or

injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three years.

12.7 Estoppel Certificate. The Developer may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within 30 days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

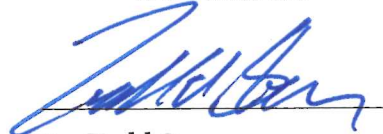
12.8 Duty to Record. This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this ____ day of _____, 2026.

CITY OF HAYDEN

Alan Davis, Mayor

DEVELOPER



By: Todd Stam

Its: Owner

ATTEST:

Abbi Sanchez, City Clerk

STATE OF IDAHO)
 :ss
County of Kootenai)

On this ___ day of July, 2026, before me, a Notary for the state of Idaho, personally appeared Alan Davis and Abbi Sanchez, known , or identified to me to be the Mayor and City Clerk, of the city of Hayden, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Hayden executed the same.

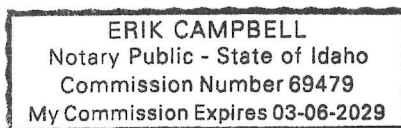
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 29 day of July, 2026, before me, a Notary Public in and for said State, personally appeared Todd Stam, known or identified to me to be the owner of Aspen Homes and Development, LLC on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Erik Campbell
Notary Public for the state of Idaho
Residing at: Kootenai County
Commission Expires: March 6 2029

EXHIBIT A

Parcel 1: A parcel of land being a portion of the East half of Section 24, Township 51 North, Range. 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described by metes and bounds as follows: COMMENCING at the established center of Section 24, which is marked by a 1/2 inch iron rod (See C., P. and F. Record) and further being the southeast corner of Tract 103, Avondale, according to the plat recorded in Book "B" of Plats at Page 132, records of Kootenai County, Idaho; thence, along the north-south center of Section 24 and the east line of Tract 103, North 00°43'38" West, a distance of 664.12 feet to an existing 1/2 inch iron rod with P. L. S. 3814 plastic cap marking the northeast corner of said Tract 103, the POINT OF BEGINNING; thence, continuing along the north-south centerline of Section 24 and the east line of Tract 104, Avondale, North 00°43'38" West, a distance of 219.48 feet to a set 1/2 inch iron rod and cap; thence, South 89°30'00" East, a distance of 355.82 feet to a set 1/2 inch iron rod and cap; thence, South 00°17'58" West, a distance of 903.47 feet to a set 1/2 inch iron rod and cap on the north right of way line of Fourth Street; thence, along the north right of way line of Fourth Street, South 84°16'13" West, a distance of 61.82 feet to a point of curvature; thence, continuing along said right of way line, along the arc of a curve left, which is concave to the south, through a central angle of 03°58'24", having a radius of 269.82 feet, an arc distance of 18.71 feet to an existing Lepard & Frame 1/2 inch iron rod and cap marking the southeast corner of that certain parcel of land conveyed from Finucane to Crain by Warranty Deed recorded under instrument No. 1191615; thence, leaving the north right of way line of Fourth Street and with the east line of the aforementioned Finucane to Crain parcel, North 00°17'58" East, a distance of 694.28 feet to an existing Lepard & Frame 1/2 inch iron rod and cap marking the northeast corner of said parcel; thence, along the north line of said parcel, North 89°40'54" West, a distance of 271.89 feet to the POINT OF BEGINNING.

LESS: Any portion lying within road rights of way.

Parcel 2: A part of Tract 103, AVONDALE, according to the plat recorded in the office of the County Recorder in Book B of Plats at Page 132, records of Kootenai County, Idaho, in the Northwest Quarter of Section 24, and parts of the Northeast Quarter and Southeast Quarter of said Section 24, all located in Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows: BEGINNING at a point that lies on the South line of the Northwest Quarter of said Section 24, said point lying North 89° 40'33" West, 120.00 feet from the center section of said Section 24; thence, North 00°19'27" East, 663.92 feet, to a point on the North line of said Tract 103; thence, proceeding South 89°43'20" East, 107.89 feet along the North line of said Tract 103 to the Northeast corner thereof; thence, continuing South 89°43'20" East, for a distance of 272.11 feet; thence, South 00° 19'27" West, 664.23 feet to a point on the mid-section line lying between the Northeast and Southeast Quarters of said Section 24; thence, continuing

South 00°19'27" West, 71 feet, more or less, to a point on the existing centerline of Fourth Street; thence, proceeding southwesterly along the existing centerline of Fourth Street, 95 feet, more or less, to its intersection with the existing centerline of Honeysuckle Avenue; thence, proceeding northwesterly along the existing centerline of Honeysuckle Avenue, a distance of 320 feet, more or less, to the POINT OF BEGINNING,

LESS: Any portion lying within road rights of way.

EXHIBIT B

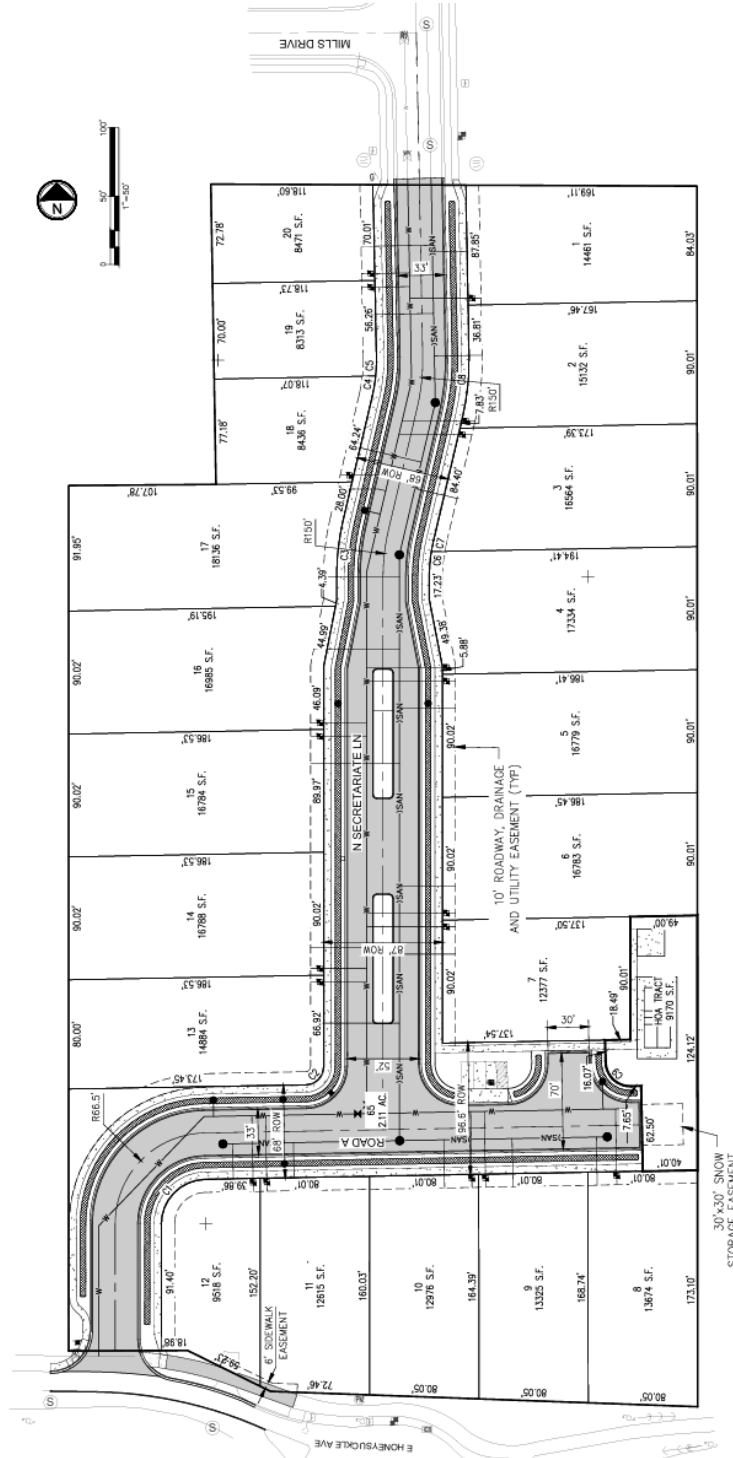


EXHIBIT C
APPROVED CONDITIONS OF APPROVAL
Monaghan Estates Subdivision (PZE-26-0035)

General Conditions of Approval:

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

Access Conditions of Approval:

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

Construction Plan Requirements:

7. The construction plan submittal shall include those requirements as identified in Hayden City Code §12-6 and more specifically as follows:
 - a. The Developer shall use the City of Hayden Sanitary Sewer system to serve future development in accordance with the adopted Sewer Master Plan. No cross-country sewer alignments are allowed.

b. No USPS mailboxes shall be allowed on Honeysuckle Avenue. A letter (e-mail) from the US Postal Service with respect to mailbox locations shall be provided, with the intent to place the mailboxes within the subdivision on the internal streets.

8. Landscape Plans: Detailed landscaping plans conforming to the requirements of City Code, shall be submitted for the entire development with construction plans for required subdivision improvements for review and approval by the City. All disturbed areas shall be stabilized with dryland grass or other approved BMP.

a. Individual Lots: The landscape plans shall include a dryland grass mix and shall be applied until individual lots are constructed and the hydro-seeding, installation of the irrigation system and required landscaping are completed.

b. Street Frontage: Along all street frontages shall be included within the landscaping plan submittal, with actual street tree placement to be completed at the time of building permit for all lots on the internal streets, with the exception of landscaping required with the open space tracts to be owned by the homeowner's association, and/or multi-modal pathways and the associated landscaping.

c. Multi-modal Class I pathway: Shall be a requirement of the construction plans and required as a condition of acceptance of infrastructure in accordance with the design standards of the adopted Transportation Plan and/or Park Master Plan.

d. Open Space Tract(s): Shall be a requirement of the construction plans and required construction of the subdivision to be completed prior to final plat.

9. A historical interpretative sign structure shall be constructed in accordance with the adopted sign structure type with the sign content to be provided by the City Historical Preservation Commission and the sign shall not be placed within the City's right-of-way but shall be placed within a dedicated easement or tract.

Requirements requested by other Agencies:

10. The Developer shall comply with the requirements from the Northern Lakes Fire Protection District.

11. The aviation easement requested by the Coeur d'Alene Airport shall be recorded and shall be referenced on all final plats of the subdivision.

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

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

EXHIBIT D

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF HAYDEN (hereinafter the “City”), 8930 N. Government Way, Hayden Idaho, and {Name of Developer/Owner}, (hereinafter the “Developer”), enter into this Agreement effective the ____ day of _____ 202__, respecting the development of {Name} Subdivision, the Project, affecting the public rights of way or other public systems, equipment or property within the City of Hayden. This Agreement provides for construction of subdivision improvements intended for maintenance by the City of Hayden or for sale after development in accordance with the subdivision ordinance of the City of Hayden.

I/We, Todd Stam, execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of Project review by the City of Hayden, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

Aspen Homes and Development
Monaghan Estates Subdivision
6487 N Station Street
Hayden, ID 83835

CITY

Alan Davis
City of Hayden
8930 N. Government Way
Hayden, Idaho 83835

WHEREAS, no construction of public improvements be allowed until plans are approved by the City Council and City Engineer, as appropriate, until engineering fees for subdivisions are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council or Mayor, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 12, Subdivisions, of the Hayden City Code requires certain common improvements to be provided by the owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivision lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded; and no Certificates of Occupancy will be issued until all improvements necessary for public health and safety are constructed and substantially complete; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the City of Hayden and is described as set forth on Attachment A which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Hayden: utilities to be owned, operated and maintained by a utility other than the City of Hayden; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Hayden.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Hayden Municipal Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither entering into this Agreement, nor doing any act hereunder, may deem the Developer, or any contractor or subcontractor of the Developer, an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof.

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide

insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than \$1,000,000 per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The City shall indemnify and hold the Developer harmless from any claim, action or demand arising from negligent or wrongful conduct of officials, employees, agents and contractors on the site during construction, subject to consideration and set-off of negligent or wrongful conduct on the part of the Developer or its contractors.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense.

1.10 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the City or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.

- C. The developer shall bear all cost associated with the installation of all Public Utilities, including streetlights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- D. The developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property owner, which the developer connects to the City sewer or water system as part of the installation of the public improvement.
- E. The developer shall be responsible to pay the cost of operation of the street lights within the development for a period of eighteen months. The developer shall pay the City, prior to the acceptance of the public improvements by the City the anticipated cost of the operation of the street lights within the development for one year, as determined by the Public Works Department.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ASSIGNMENTS

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
 - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
 - 3. As expressly permitted in writing by the city. The city will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY’S REMEDIES

- A. The city may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within 28 days of receiving the notice; or if the failure requires more than 28 days to cure, the Developer fails within 28 days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.
- B. Upon a declaration of default, and failure to cure under Section 1.13.A.2, the City may do any one or more of the following:
 - 1. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements after giving seven days’ notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise.
 - 2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer’s obligations under this Agreement.
 - 3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney’s fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of

this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 INTERPRETATION

- A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 - 1. Documents, appendixes, or sections titled “Special Provisions”.
 - 2. Article II of this Agreement, titled “IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES” and Article III of this Agreement titled “FINAL ACCEPTANCE OF IMPROVEMENTS”.
 - 3. Article I of this Agreement titled “GENERAL PROVISIONS”.
 - 4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Hayden, Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the

State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the city, or which are to be operated and controlled by a city-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Hayden, or its chief executive or his/her administrative designee.
- E. "Substantially Complete" shall be defined herein as the time at which the infrastructure has been completed to the point where in the opinion of the City, the infrastructure is sufficiently complete in accordance with this Agreement, as depicted in the construction drawings submitted by the Developer for the purposes for which it is intended. The improvements constructed meet City Standards, and the Engineer's Certification packet and record drawings have been received and approved by the city. The terms "substantially complete" and substantially completed" as applied to all or part of the infrastructure refer to Substantial Completion thereof.
- F. "Acceptance", by the city means a determination that an improvement meets City construction standards and does not refer to the city accepting a dedication of the improvement by the Developer.

- G. "Final Acceptance" by the city means that the City is satisfied that ALL improvements required by this Agreement and Titles 12 of the Hayden Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

- A. If allowed by the City, the Developer shall guarantee, for the sole benefit of the City that the Developer shall perform all of its obligations not yet completed under this Agreement. The guaranty shall be in a form approved in Sections 2.03, 2.04, and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.
- B. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- C. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:
 - 1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
 - 2. The expiration of the warranty period as provided in Section 3.08.

2.03 PERFORMANCE BOND

The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City Attorney. The bond shall name the City as the sole obligee and the Developer as the principal.

2.04 ESCROW

The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City Attorney.

2.05 LETTER OF CREDIT

The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

2.06 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until this Agreement has been completed and signed by the Developer and the City and all applicable fees have been paid as required by City ordinance or resolution.

2.07 ENGINEER

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.08 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

- C. The City may approve the plans and specifications as submitted or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. Ultimate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.09 QUALITY CONTROL PROGRAM

- A. The Developer shall adhere to the City's Engineering Project Certification and Quality Control Standards for the construction of the improvements shown in Attachment "D".

2.10 MATERIALS

- A. Upon the City's Request, the Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the standards adopted by the City of Hayden.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The city may approve the materials and equipment or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.11 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications **approved by the City**, and with the terms, covenants, and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City Engineer specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer

shall propose such modification or substitution. The City shall review the proposal and either approve the request or provide reason for denial.

- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.
- D. Unless allowed by the City, on-site borrow areas shall not be allowed within proposed buildable lots. In all areas within the subdivision where the Developer adds fill materials or otherwise replaces existing soils that have been excavated for borrow materials with fill, said fill areas shall be compacted to meet 95% of standard proctor. The Developer shall provide the City a copy of the compaction tests, and all such fill areas shall be shown on the final record drawings. Fill materials shall be free of cinders, ashes, refuse, organic and frozen materials, asbestos, or other unsuitable materials.

2.12 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.13 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way and provide the required surety and insurance associated with such permit. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. While working within the public right-of-way the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for street closure shall be for a limited duration set by the City, which shall be strictly adhered to by the Developer.

2.14 SURVEYOR

A person registered as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.15 REQUIRED REPORTING

- A. Quality Control
The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.
- B. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.
- C. Test Hole Logs
The Developer shall furnish the City copies of all test hole logs required for any purpose during the Project.
- D. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- E. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

2.16 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.17 SURVEILLANCE

- A. The city may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.
- B. If the Developer fails to notify the city of inspections, tests and construction progress as required by Section 2.16, the city may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.

- C. Any monitoring, tests or inspections that the city orders or performs pursuant to this section are solely for the benefit of the city. The city does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.18 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety, the City may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer and its engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Hayden, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.19 ACCESS

The City shall have access to all parts of the subdivision, necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.20 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.22 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.
- D. Developer shall adhere to City imposed "load limits" within subdivision roads planned for dedication to City. Failure to do so is reason to deny Acceptance of Infrastructure.

2.23 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the term of the subdivision as identified in Section 1.2 of the Master Development Agreement recorded as instrument # _____ on _____.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than 30 days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide the City with one paper copy of record drawings for each improvement and one electronic copy in pdf format. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.16F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.05 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements.

The city may inspect all improvements and any other work in dedicated easements or rights-of-way.

- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.
- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility, shall re-inspect the improvements.
- E. The city or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Hayden City Council a recommendation for final acceptance of the improvements.

3.06 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.07 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for 18 months after acceptance by the City. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.

- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.08 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05.

3.09 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within 30 days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within 30 days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF HAYDEN

DEVELOPER

Alan Davis, Mayor

Todd Spam, Owner
Aspen Homes and Development

ATTEST:

Abbi Sanchez, City Clerk

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ____ day of _____, 202____, before me, a Notary for the state of Idaho, personally appeared Alan Davis and Abbi Sanchez known , or identified to me to be the Mayor and City Clerk, of the City of Hayden, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Hayden executed the same.

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

Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ____ day of July, 2026____, before me, a Notary Public in and for said State, personally appeared Todd Stam, known or identified to me to be the owner of Aspen Homes and Development, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Notary Public for the state of Idaho
Residing at:
Commission Expires:

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR
Monaghan Estates Subdivision

Parcel 1: A parcel of land being a portion of the East half of Section 24, Township 51 North, Range. 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described by metes and bounds as follows: COMMENCING at the established center of Section 24, which is marked by a 1/2 inch iron rod (See C., P. and F. Record) and further being the southeast corner of Tract 103, Avondale, according to the plat recorded in Book "B" of Plats at Page 132, records of Kootenai County, Idaho; thence, along the north-south center of Section 24 and the east line of Tract 103, North 00°43'38" West, a distance of 664.12 feet to an existing 1/2 inch iron rod with P. L. S. 3814 plastic cap marking the northeast corner of said Tract 103, the POINT OF BEGINNING; thence, continuing along the north-south centerline of Section 24 and the east line of Tract 104, Avondale, North 00°43'38" West, a distance of 219.48 feet to a set 1/2 inch iron rod and cap; thence, South 89°30'00" East, a distance of 355.82 feet to a set 1/2 inch iron rod and cap; thence, South 00°17'58" West, a distance of 903.47 feet to a set 1/2 inch iron rod and cap on the north right of way line of Fourth Street; thence, along the north right of way line of Fourth Street, South 84°16'13" West, a distance of 61.82 feet to a point of curvature; thence, continuing along said right of way line, along the arc of a curve left, which is concave to the south, through a central angle of 03°58'24", having a radius of 269.82 feet, an arc distance of 18.71 feet to an existing Lepard & Frame 1/2 inch iron rod and cap marking the southeast corner of that certain parcel of land conveyed from Finucane to Crain by Warranty Deed recorded under instrument No. 1191615; thence, leaving the north right of way line of Fourth Street and with the east line of the aforementioned Finucane to Crain parcel, North 00°17'58" East, a distance of 694.28 feet to an existing Lepard & Frame 1/2 inch iron rod and cap marking the northeast corner of said parcel; thence, along the north line of said parcel, North 89°40'54" West, a distance of 271.89 feet to the POINT OF BEGINNING.

LESS: Any portion lying within road rights of way.

Parcel 2: A part of Tract 103, AVONDALE, according to the plat recorded in the office of the County Recorder in Book B of Plats at Page 132, records of Kootenai County, Idaho, in the Northwest Quarter of Section 24, and parts of the Northeast Quarter and Southeast Quarter of said Section 24, all located in Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows: BEGINNING at a point that lies on the South line of the Northwest Quarter of said Section 24, said point lying North 89° 40'33" West, 120.00 feet from the center section of said Section 24; thence, North 00°19'27" East, 663.92 feet, to a point on the North line of said Tract 103; thence, proceeding South 89°43'20" East, 107.89 feet along the North line of said Tract 103 to the Northeast corner thereof; thence, continuing South 89°43'20" East, for a distance of 272.11

feet; thence, South 00° 19'27" West, 664.23 feet to a point on the mid-section line lying between the Northeast and Southeast Quarters of said Section 24; thence, continuing South 00°19'27" West, 71 feet, more or less, to a point on the existing centerline of Fourth Street; thence, proceeding southwesterly along the existing centerline of Fourth Street, 95 feet, more or less, to its intersection with the existing centerline of Honeysuckle Avenue; thence, proceeding northwesterly along the existing centerline of Honeysuckle Avenue, a distance of 320 feet, more or less, to the POINT OF BEGINNING,

LESS: Any portion lying within road rights of way.

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY
Aspen Homes and Development LLC
FOR
Monaghan Estates Subdivision

- ☐ Street surfacing or infill paving
- ☐ Monumentation
- ☐ Electric
- ☐ Curbs and gutters
- ☐ Street lighting
- ☐ Gas
- ☐ Sidewalks
- ☐ Telephone
- ☐ Drainage
- ☐ Street signs
- ☐ Cable TV
- ☐ Water
- ☐ Landscaping and/or Swales
- ☐ Sanitary Sewer
- ☐ Temporary Sewer Infrastructure
- ☐ Additional Sewer Stubs
- ☐ Mail Receptacle Installation
- ☐ Improvements shown on construction plans attached as Appendix I to this Agreement
- ☐ Other: Lift Station

ATTACHMENT "C"
COST ESTIMATES
FOR
Monaghan Estates Subdivision

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned, operated and maintained by the City of Hayden: \$
2. Public utilities to be owned, operated and maintained by a utility other than the City of Hayden: \$
3. Other improvements for which bonding is required: \$
4. Total cost of improvements: \$

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR
Monaghan Estates Subdivision

Developer to submit detailed cost estimates.

ATTACHMENT "D"
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF HAYDEN AND
Aspen Homes and Development LLC
FOR
Monaghan Estates Subdivision
CONSTRUCTION DRAWINGS

Plans Titled:

Dated:

By:

Sheets 1 through ____

ATTACHMENT “E”
EVIDENCE OF INSURANCE

D. Approval of Clearwater Financial, LLC Consulting Services Agreement



Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: August 5, 2026

Agenda Item: Consider Master Service Agreement and Addendum #1 with Clearwater Financial, LLC to assist with As Directed, As Needed Law Enforcement Consulting Services.

Agenda Item Location

Consent

Background and Recommended Action or Motion

The attached Master Service Agreement with Clearwater Financial, LLC is the next step in developing our communication strategy for our continued law enforcement engagement with the broader Hayden community. As we finish the strategic planning exercise and begin looking at the future of Law Enforcement planning, Clearwater Financial, LLC is poised to assist the city in matters related to this endeavor. As part of their first task, we will work with their professional staff to assist the city in both working with our current service provider to develop reasonable strategies over level of service models and help assist the communication with our community through a variety of methods.

Future tasks that will be brought back include an educational campaign on how to address funding shortfalls with the community and potentially assist with ballot language over funding gaps and law enforcement planning, among other things.

This task is furthering the Council's priority of contracting public relations and communication as outlined with the strategic goal setting exercise completed earlier in the year.

Fiscal Impact

Staff has prepared the FY2027 budget to accommodate this type of work. Any work completed in FY26 will likely come from budgeted fund balance.

Budget Funding Source / Transfer Request

110-211-53010

Attachment

Master Service Agreement and Addendum #1



MASTER SERVICES AGREEMENT

This professional services and municipal advisory agreement, referred to as the "Agreement" dated _____, is made by and between the _____ located at _____ referred to as the "Client", AND Clearwater Financial, LLC located at 2300 S Orchard St. Suite E, Boise, ID 83705, referred to as the "Consultant."

1. Professional Services. Upon request, the Client may employ the Consultant to perform the following services:

- a) Public Engagement Services: Public education services including surveys; marketing, messaging, branding, media engagement and press releases, social media and website marketing; intergovernmental relations including joint powers agreements and public private partnerships (PPP); stakeholder engagement.
- b) Planning and Development Services: Strategic, comprehensive, infrastructure and other long-range planning services; master facility planning; comprehensive financial planning; planning & zoning administration and best practices.
- c) Public Budgeting and Accounting Services: Budget creation assistance; audit prep and review; financial analysis; financial policies and best practices; demographic and financial projections; what-if scenarios; and project pro forma.
- d) Economic Development Services: Public private partnerships; redevelopment; development services of public assets; property assemblage; site selection; design team creation; highest-and-best-use, market and economic impact analysis; development impact fees; urban renewal TIF analysis, feasibility studies, and finance.
- e) Banking and Treasury Services: Banking services RFQ/RFP; latent fund analysis; process/systems improvements and innovations; banking and treasury policies; bond funds reinvestment.

2. Municipal Advisory and Financial Services. The Client hereby engages the Consultant as its exclusive registered "municipal advisor" with both the Securities Exchange Commission "SEC" and the Municipal Securities Rulemaking Board "MSRB" to perform the following services in accordance with the rules and regulations adopted by the SEC and MSRB and with the terms and conditions set forth in this Agreement for the purpose of obtaining financing (bonds, notes, loans, leases) for necessary projects. **Municipal Advisory and Financial Services** include:

- a) Assistance with the creation and coordination of the finance team including bond counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agency(s), bond insurers, arbitrage rebate consultants and any other parties engaged in providing services pertaining to the proposed financing. All other parties will be paid by the Client.
- b) Advice and assistance in selecting the method of financing; bidding of various services and financing packages; bond rating preparation and coordination; assistance with state-wide finance programs; funding options analysis and other related services as necessary.
- c) Advice related to bond structuring and issuance process such as: rate, term, covenants, finance options, credit analysis, and other services. This also includes, if necessary, debt incurring capacity, tax impact analyses and other related calculations.
- d) Producing information about the Client such as: population, assessed values, largest employers, largest rate payers, property/revenue diversification and other information needed for financing purposes.
- e) Provide financial advice regarding municipal credit and debt management, fund balances, debt ratios, and funding options policies and procedures.
- f) Create project proformas with corresponding tax increment financing (TIF) analysis, and budgets.

The Consultant will consult with the Client and its representatives as needed to fulfill the terms of this Agreement. All services to be provided by the Consultant will be performed with promptness and diligence and at a level of proficiency to be expected by a consultant with the background and experience that the Consultant has represented it possesses. The Client will coordinate and communicate with the Consultant on its financings and provide accurate information as needed to fulfill the terms of this Agreement.

3. **Terms of Agreement.** This Agreement will begin when it is fully executed by both the Client and the Consultant. This Agreement will end two years from the execution date of this Agreement. This Agreement shall have 5 automatic one-year extensions. Either party may cancel and terminate this Agreement on any anniversary date of this Agreement, for any reason, upon 30 days' prior written notice to the other party of such termination.

4. **Costs.** The cost for 1. **Professional Services** is covered by an annual retainage and addendums to this agreement.

a) The Client will pay the Consultant an initial retainage fee of \$10,000 upon execution of this Agreement and thereafter an annual retainage fee of \$15,000. The annual retainage fee is for work performed in that year and does not carry over into future years. The annual retainage fee is non-refundable. The annual retainage fee will be paid upon the anniversary of the execution of this Agreement.

b) If a specific project is expected to exceed 25 hours, the Client and Consultant will agree on a specific scope of work that will be authorized by the Client and Consultant via addendum to this Agreement. This will be defined by a specific not-to-exceed price to complete the project that is mutually agreed upon by the Client and Consultant. The costs agreed to in the addendum are in addition to and separate from the retainer. The retainer cannot be applied to costs included in an addendum.

The cost for each separate 2. **Municipal Advisory and Financial Service** (Bonds/Notes/Loans/Leases) is:

<u>Financing Size:</u>	<u>Fee Calculation:</u>
\$0 to \$5MM	\$27,500
\$5MM to \$10MM	\$27,500 + \$3.00 per 1,000 of bonds from \$5MM to \$10MM
\$10MM and above	\$38,750 + \$1.75 per 1,000 of bonds from \$10MM and above. \$.75 per bond for any bonds over \$50MM

The cost for each separate lease purchase financing for vehicles and equipment is:

<u>Vehicle or Equipment Lease Type:</u>	<u>Fee:</u>
Simple Leases	\$500
Unique / Complicated Leases	\$1,500

If additional expenses such as in-state and out-of-state travel, meals, communications, disclosures, print, software, data sources, and other out-of-pocket expenses are required; these costs will be paid by the Client to the Consultant.

The Consultant will submit an invoice for payment to the Client monthly for services rendered for 1. **Professional Services**. The Client will pay the Consultant the amount due as indicated within thirty (30) days. Invoices that are more than 30 days past due will incur a monthly penalty of 2% of the past due balance until the invoice is paid in full. For 2. **Municipal Advisory and Financial Services**, these costs will be billed at the closing of a 2. **Municipal Advisory and Financial Service**.

5. **Conflict of Interest.** Consultant represents that in connection with the issuance of municipal securities, Consultant receives compensation from its client issuers for services rendered on a per issuance basis and based on the size of the transaction. Consistent with the requirements of MSRB Rule G-42, the Consultant hereby discloses that such a form of compensation may present a potential conflict of interest regarding Consultant's ability to provide unbiased advice regarding a municipal security transaction. This potential conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty. Additionally, Consultant serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of other Consultant clients. The Consultant owes a regulatory duty to all clients and mitigates potential conflicts of interest by dealing in the utmost good faith with all clients.

6. **Employment of Others.** The Client and Consultant may from time-to-time arrange for the services of others. All costs to the Consultant for those services will be paid by the Client, but in no event shall the Consultant consult with or employ others for these services without the prior written authorization of the Client. Upon approval by the Client, the Consultant may arrange for the services of others in connection with the delivery of terms of this Agreement. Any such costs will be paid by and are the sole responsibility of the Client.

7. **Other Services.** If other services not mentioned in this Agreement are needed and agreed upon by both the Client and the Consultant, pricing for other services shall be set forth by addendum to this Agreement. Any other additional charges must be mutually agreed to by the Client and the Consultant.

8. **Independent Contractor.** Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

9. **Confidential Information.** The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations without the Client's written consent. Pursuant to Idaho Code § 74-101, et seq., information or documents received from the Consultant may be open to public inspection and copying unless exempt from disclosure. The Consultant shall clearly designate each portion as "exempt" on each page of such documents and shall indicate the basis for such exemption. Client will not accept the marking of an entire document as exempt. In addition, Client will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Consultant shall indemnify and defend Client against all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever for honoring such a designation or for the Consultant's failure to designate individual documents as exempt. The Consultant's failure to designate as exempt any document or portion of a document that is released by Client shall constitute a complete waiver of any and all claims for damages caused by any such release. Any reproduction of any Confidential Information of the Consultant shall remain the property of Consultant and shall contain any and all confidential or proprietary notices or legends which appear on the original. The Client shall not disclose or reveal any Confidential Information to any person other than its representatives who are actively and directly participating in the activities related to the intent of this Agreement or who otherwise need to know the Confidential Information for the purpose of the intent of this Agreement. In addition, prior to any such disclosure, such representatives shall be made aware of the confidential nature of the confidential information and shall be bound by the non-disclosure terms of this Agreement. In any event, the Client shall be responsible for any breach of these terms by any of its representatives. The confidential nature of the provided services and information does not terminate with this Agreement. If sunshine laws require the disclosure of Confidential Information, it is understood by the Consultant that this information will be shared as the law dictates and is necessary.

10. **Non-Competition.** During the term of this Agreement, the Consultant will not engage in business or other activities which are, directly or indirectly, competitive with the activities of the Client.

11. **Results Not Guaranteed.** The Consultant primary service is to provide added value information and analysis related to the services described above. Much of the information and analysis is based upon historical performance information. While this information may be useful in understanding past performance, past performance is no guarantee of future results. Furthermore, other information and events outside of the services provided by the Consultant may have a significant impact on any results. The Consultant does not guarantee any results and is not responsible for any results, damages, or losses arising from any use of the information it provides.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. The Parties consent to the exclusive jurisdiction and venue in the courts of Ada County, Idaho.

13. **General.** This Agreement constitutes the entire Agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by amendment in writing executed by the Client and the Consultant.

14. **Sovereign Immunity.** Nothing contained in this Contract shall be considered a waiver of Client's sovereign immunity which immunity is expressly reserved.

15. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party

represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on such party and enforceable in accordance with its terms.

16. **Signatures.** Both the Client and the Consultant agree to the above Agreement.

Signed by: _____
Name: _____
Title: _____

/s/: _____
Date: _____

Signed by: Clearwater Financial, LLC
Name: Cameron Arial
Title: President

/s/: _____
Date: _____



ADDENDUM #1

This addendum to the Master Services Agreement dated _____, is made by and between the City of Hayden, referred to as the "Client" located at 8930 N. Government Way, Hayden, Idaho 83835, AND Clearwater Financial, LLC located at 2300 S Orchard St. Boise, ID 83705, referred to as the "Consultant."

1. **Scope of Services.** The Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this addendum and any attached exhibits. These services include:

- a. Law Enforcement Consulting Services: See **Exhibit A** to this addendum.

The completion of this scope will be dependent on the availability of information needed to complete the scope as identified in **Exhibit A**, some of which may be provided by the Client.

2. **Terms of Agreement.** This addendum will begin when this addendum is fully executed by both the Client and the Consultant. The time frames for delivery of services will be measured from the execution of this addendum and as outlined in **Exhibit A**.

3. **Cost of Services.** The costs for these services will be:

- a. **Exhibit A:** Law Enforcement Consulting Services: Hourly rate: \$200 per hour; not to exceed \$10,000

The Consultant will submit a monthly invoice for services performed. The Client will pay the Consultant the amount due as indicated within thirty (30) days of the invoice date.

If additional expenses such as travel, meals, communications, print, software, data sources, and other out-of-pocket expenses are required; these costs will be paid by the Client to the Consultant.

4. All other terms and conditions as outlined in the Master Services Agreement remain in force.

Client: City of Hayden

Name: _____

Title: _____

/s/: _____

Date: _____

Consultant: Clearwater Financial

Name: Cameron Arial

Title: President

/s/: _____

Date: _____

Attest: _____



EXHIBIT A

OVERVIEW

1. Project Background and Description

i Purpose: The Consultant will engage with Matrix and review its analysis report and recommendations for the City of Hayden. The Consultant will work with City Staff, the City Council, and the Public Safety Commission to present options specific to the law enforcement landscape of the City of Hayden and Kootenai County.

Accountability and Service Levels: Review accountability reporting from the Kootenai County Sheriff's Office and interpret the data to assess whether the service levels provided meet the standards required by the City. The Consultant will also suggest other reports and data needed to support accountability under the contract.

Contract Support: Provide input on the law enforcement contract and associated costs to assist the City with negotiations and the establishment of a service level agreement.

Involved parties:

- City Staff
- Mayor and City Council
- Public Safety Commission
- Matrix
- Kootenai County Sheriff's Office
- Citizens, advisory groups, board members, and elected officials
- Clearwater Financial, municipal advisor and consultant; Public Safety and Logistics Consulting, LLC, subconsultant

2. Public Engagement Scope

i Scope of Services:
The work is anticipated to include the following services, which may be refined during development of the scope of operations.

Baseline Data Collection

- **Review of Existing Information**
The consultant and subconsultant will work with the City to review all existing reports and contracts, understand desired service level expectations, and clarify expectations for current and future operations.

Best Practices Recommendations

- **Nationwide Best Practices**
The consultant and subconsultant will provide recommendations on nationwide best practices that are specific to the size and demographics of the City of Hayden and its law enforcement needs.

Community/Stakeholder Engagement

- **Community Engagement Support**
The consultant and subconsultant will engage citizens in community engagement exercises. This may include public surveys and meetings, advisory groups, board members, and elected officials.
- **Data Interpretation and Feedback**
The consultant's and subconsultant's role will be to establish structure for the conditions specific to the City and assist in interpreting information provided to the community and subsequently received through engagement to provide feedback to the City.



3. High-Level Requirements



Information and coordination supporting the work:

- Matrix analysis report and recommendations, when available.
- Existing reports and law enforcement contracts.
- Accountability reporting and related data from the Kootenai County Sheriff's Office.
- Desired service level expectations and expectations for current and future operations.
- Law enforcement contract and cost information.
- Coordination with City Staff, the City Council, the Public Safety Commission, the Kootenai County Sheriff's Office, and the firm selected by the City for community engagement.

4. Deliverables



- Review and interpretation of the Matrix analysis report and recommendations.
- Options specific to the law enforcement landscape of the City of Hayden and Kootenai County.
- Review and interpretation of Kootenai County Sheriff's Office accountability reporting and service-level data.
- Suggestions for additional reports and data needed to support accountability under the law enforcement contract.
- Input on the contract and associated costs to assist the City with negotiations and establishment of a service level agreement.
- Baseline assessment of the existing state and the anticipated future state.
- Nationwide best-practice recommendations tailored to the size, demographics, and law enforcement needs of the City of Hayden.
- Gap analysis and implementation plan.
- Support for community and stakeholder engagement, including interpretation of information provided to and received from the community.

5. Specific Exclusions from Scope



- Levy or bond election services.

6. Implementation Plan



The work is expected to follow a typical planning process of baselining the existing state, discovering the future state, and preparing a gap analysis and implementation plan. The anticipated services will be refined during development of the scope of operations.

7. High-Level Timeline/Schedule



Because the Matrix report is not completed and negotiations with the County have been lengthy to date, the consultant and subconsultant is unable to project a timeline or the total time the project will entail. This scope will end after three (3) months from the signing of this addendum.

8. Cost To Complete Scope As Defined In Section 2



Hourly Rate: \$200; not to exceed \$10,000

- E. Approval of Welch Comer & Associates Engineering Services Agreement for construction staking for the Ramsey Road & Hayden Avenue Temporary Signal Project



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 8-11-2026

Agenda Item: Authorize contract with Welch Comer & Associates in an amount not to exceed \$2,000 for construction staking for the Ramsey Road & Hayden Avenue Temporary Signal installation.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Authorize contract with Welch Comer & Associates in an amount not to exceed \$2,000 for construction staking for the Ramsey Road & Hayden Avenue Temporary Signal installation.

Summary

The City is installing a temporary traffic signal at the intersection of Ramsey Road and Hayden Avenue. To ensure proper location of these facilities relative to private property, a professional surveyor is required to confirm the locations in the right of way for the poles and guy anchors. Welch Comer & Associates previously surveyed the right of way for the Ramsey Road and Hayden Avenue roundabout design and can execute this task promptly and cost-effectively.

Fiscal Impact

This project is part of the Hayden/Ramsey Temporary Signal project and funds are available for this project.

Budget Funding Source

GL 130-899-59838-8010 Hayden/Ramsey Intersection

Attachments

Engineering Services Agreement with Welch Comer & Associates

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026 ("Effective Date") by and between **THE CITY OF HAYDEN**, a political subdivision of the state of Idaho ("CITY") and **WELCH COMER & ASSOCIATES, INC.** ("ENGINEER"). The CITY and ENGINEER may be collectively referred to herein as the "parties" and individually referred to as a "party." The promise and agreements of each being in consideration of the promises and agreements of the other. The parties agree as follows:

1. **SCOPE OF WORK:** The CITY engages ENGINEER to perform the work of survey phase services for the pole and guy anchor staking at the Hayden/Ramsey intersection.

2. **PAYMENT:** The CITY agrees to pay ENGINEER for a portion of its services on rendered under this Agreement for said services rendered (refer to Exhibit A). The parties agree that ENGINEER will invoice the CITY for payment under this Agreement for services rendered herein and will create a separate task or item number for each service requested to simplify tracking.

3. **RIGHT OF CONTROL:** The CITY agrees that it will have no right to control or direct the details, manner, or means by which ENGINEER accomplishes the results of the services performed hereunder. ENGINEER has no obligation to work any particular hours or days or any particular number of hours or days. ENGINEER agrees, however, that its other contracts or services shall not interfere with the performance of its services under this Agreement.

4. **INDEPENDENT ENGINEER RELATIONSHIP:** ENGINEER is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the CITY. The CITY shall determine the scope of work to be done by ENGINEER, but ENGINEER shall determine the legal means by which it accomplishes the work specified by the CITY.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the CITY on behalf of ENGINEER or the employees of ENGINEER. ENGINEER shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. ENGINEER understands that ENGINEER is responsible to pay, according to law, ENGINEER's income tax. ENGINEER further understands that ENGINEER may be liable for self-employment (Social Security) tax to be paid by ENGINEER according to law.

6. **LICENSES AND LAW:** ENGINEER represents that it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. ENGINEER further agrees to comply with all applicable laws in the performance of the services hereunder.

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

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

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

10. EFFECTIVE DATE: This contract will run from effective date of the agreement through December 31, 2026. The above set date shall be the Effective Date of this Agreement.

11. WARRANTY: ENGINEER warrants that all services under this Agreement will be performed in a professional manner, in accordance with the applicable standard of care, and in conformance with the standards established for engineers and/or licensed surveyors in the State of Idaho. ENGINEER acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION AND INSURANCE:

As respects to acts, errors or omissions in the performance of professional services, ENGINEER agrees to indemnify and hold harmless the CITY, its officers, employees, and the CITY's designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of ENGINEER's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

As respects all acts, errors or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with ENGINEER's (or ENGINEER's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of CITY.

Without limiting the CITY's right to indemnification, it is agreed that ENGINEER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- a. Worker's compensation insurance as required by Idaho statutes.
- b. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent ENGINEER's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- c. Comprehensive automobile liability coverage including, as applicable, owned, nonowned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- d. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and ENGINEER shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four- year period, ENGINEER shall use ENGINEER's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The CITY is hereby authorized to reduce the requirements set forth above in the event the CITY determines that such reduction is in the CITY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

- a. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Clerk of the CITY.
- b. It is agreed that any insurance maintained by the CITY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

The CITY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with the CITY.

Prior to commencing any work under this Agreement, ENGINEER shall deliver to the CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, ENGINEER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by the CITY, it shall be ENGINEER's responsibility to see that the CITY receives documentation acceptable to the CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, the CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies the CITY may have if ENGINEER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CITY may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order ENGINEER to stop work under this Agreement and/or withhold any payment(s) which become due to ENGINEER hereunder until ENGINEER demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for ENGINEER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which ENGINEER may be held responsible for payments of damages to persons or property resulting from ENGINEER's, or its subcontractor's, performance of the work covered under this Agreement.

13. **NONDISCRIMINATION:** ENGINEER, for itself and its successors and assigns, agrees that in the performance of services provided for in this Agreement, ENGINEER will not

unlawfully discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

14. CONFLICT OF INTEREST: ENGINEER warrants that it presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. ENGINEER further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise, it will be disclosed and managed accordingly.

15. OWNERSHIPS: All work performed by ENGINEER on behalf of the CITY shall become the property of the CITY upon payment by the CITY for the services, including but not limited to electronic data and data compiled for the purpose of generating the final work product. The CITY shall have the right to use the data without obtaining prior approval by the ENGINEER.

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

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

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

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

20. 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.

21. NOTICES: Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, hand delivered, or sent by registered or certified mail to:

To the City: City of Hayden
Attn: Lisa Ailport, City Administrator
8930 N. Government Way
Hayden, Idaho 83835
Telephone: (208) 772-4411
Facsimile: (208) 772-6522
E-mail:

With a copy to: Fonda Jovick
Lake City Law
435 W Hanley Avenue, Suite 101
Coeur d'Alene, Idaho 83815
Telephone: (208) 664-8115
Facsimile: (208) 664-6338
E-mail: fjovick@lclattorneys.com

To Engineer: Welch Comer & Associates, Inc.
Attn: Mike Hathaway, P.L.S.
330 E. Lakeside, Suite 101
Coeur d'Alene, Idaho 83814
(208) 664-9382
mhathaway@welchcomer.com

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the Effective Date first above written.

The parties have executed this Agreement as of the Effective Date.

CITY

ENGINEER

CITY OF HAYDEN

WELCH COMER & ASSOCIATES, INC.

By: _____
Alan Davis, Mayor

By:  _____
Mike Hathaway, P.L.S.

ATTEST:

Its: Survey Manager

Abbi Sanchez, City Clerk

EXHIBIT A

Scope of Work and Fees

Hayden Ave. and Ramsey Rd. Staking

The City of Hayden requests Welch Comer to stake the poles and guy anchors based on City supplied locations at the northeast and southwest quadrants of the Hayden Avenue and Ramsey Road intersection.

I. Services of Engineer:

A. Survey:

- a) Provide one time staking of poles and guy anchor with offsets. Offsets to the existing right of way will also be noted on the stakes. Vertical components will not be staked.

B. Assumptions:

- a) The existing right-of-way was previously surveyed and fully resolved for the city as part of the roundabout project. The controlling right-of-way lines extending north, south, east, and west are based upon PLSS lines controlled by the applicable section and quarter-section corner monuments located approximately one-half mile from the project in each direction. The prior survey control, monument ties, PLSS corner measurements, boundary analysis, and right-of-way resolution will be used as the basis for the current work. The controlling monuments will not be reobserved or retied.

II. Payments to Engineer for Services:

- A. City shall pay ENGINEER for the services identified herein the following as hourly plus expenses amounts as noted below.

	Hourly NTE
Survey Services	\$2,000

- a) The portion of the compensation amount billed monthly for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.
- b) An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
- c) Engineer's Standard Hourly Rates are attached as Appendix 1.
- d) Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

III. Schedule:

- A. The staking will be completed within 14 days of an executed agreement.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	190.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	310.00/hour
Principal Engineer II	295.00/hour
Principal Engineer I	260.00/hour
Construction Services Manager	250.00/hour
Construction Services Project Manager	160.00/hour
Sr. Project Manager	240.00/hour
Project Manager	215.00/hour
Engineer VII	270.00/hour
Engineer VI	215.00/hour
Engineer V	200.00/hour
Engineer IV	185.00/hour
Engineer III	165.00/hour
Engineer II	155.00/hour
Engineer I	145.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	150.00/hour
Sr. Engineer Tech II	145.00/hour
Sr. Engineer Tech I	130.00/hour
Engineering Technician	118.00/hour
Environmental Scientist	130.00/hour
Survey Manager	255.00/hour
Professional Land Surveyor II	205.00/hour
Professional Land Surveyor I	200.00/hour
Crew Chief II	150.00/hour
Crew Chief I	135.00/hour
Crew Member	118.00/hour
Survey Technician II	135.00/hour
Survey Technician I	130.00/hour
GIS Manager	165.00/hour
GIS Technician II	130.00/hour
GIS Technician I	115.00/hour
Engineering Designer I	155.00/hour
CAD Technician IV	145.00/hour
CAD Technician III	125.00/hour
CAD Technician II	120.00/hour
CAD Technician I	115.00/hour
Sr. Project Administrator	130.00/hour
Project Administrator	110.00/hour
Sr. Administrative Assistant	90.00/hour
Administrative Assistant	80.00/hour
No Charge Services	0.00/hour

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.98/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.03/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Water Pressure Recorder	\$35.00/day
Mileage (auto)	Per Federal Rate
Meals and Lodging	Per Diem Rate
Mobile Lidar Scanner	\$1,500/hr
Navvis Ivion Cloud Processing	\$0.50/foot
UAV Flight	\$75/each
Drone Survey Software	\$450.00/each
Topo Feature Extraction Software	\$40.00/hour
Aerial Lidar	\$3,500/day
GPS Per Hour Billing	\$35.00/hour
GPS Per Hour Billing – Base and Rover	\$70.00/hour
Robotics Hourly Billing – 1 Man	\$70.00/hour
Digital Level	\$15.00/hour

Scope of Work

EXHIBIT 1



- F. Approval of LaRiviere, Inc Change Order No. 2 for the Honeysuckle Avenue and Ramsey Road Roundabout Project



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 8-11-2026

Agenda Item: Authorize Change Order No. 2 with LaRiviere, Inc. for the Honeysuckle Avenue and Ramsey Road Roundabout Project for changes related to light poles, sidewalk underdrain, tree removal, drainage swale grading, notification, and force main tracer wire access for a net cost increase of \$3,574.45 and the addition of one contract day.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Authorize Change Order No. 2 with LaRiviere, Inc. for the Honeysuckle Avenue and Ramsey Road Roundabout Project for changes related to light poles, sidewalk underdrain, tree removal, drainage swale grading, notification and force main tracer wire access for a net cost increase of \$3,574.45 and the addition of one contract day.

Summary

Council awarded the Contract for Honeysuckle Avenue and Ramsey Road Roundabout to LaRiviere, Inc., for \$1,714,895.55 in May, 2026, and one prior change order increased the authorized Contract Price to \$1,722,255.94. The Contract includes project construction schedules for the City of Hayden, Hayden Lake Irrigation District (HLID), and the Hayden Area Regional Sewer Board (HARSB). The City of Hayden has agreements in place with HLID and HARSB for reimbursement of their portions of the project.

Change Order No. 2 (attached) includes seven contract changes related to light poles, sidewalk underdrain, tree removal, drainage swale grading, notification, and force main tracer wire access. A detailed description of each is included in the attached change order. These adjustments include changes that are cost-saving, cost-neutral, and cost-increasing resulting in a net increase to the Contract Price of \$3,574.45 and the addition of one contract day.

Change Order No. 2 cost increases will be partially reimbursed by HARSB and HLID as required by the established agreements among the parties. Change Order No. 2 increases the authorized Contract Price by \$3,574.45 to \$1,725,830.40 and adds one contract day.

Fiscal Impact

The City has budgeted its share of project expenditures and has agreements in place with HLID and HARSB.

Budget Funding Source

GL 120-112-59266-7721.

Attachments

Honeysuckle/Ramsey Roundabout Project LaRiviere Change Order No. 2

CHANGE ORDER NO. 2

PROJECT: 41014.14 - HONEYSUCKLE AVENUE AND RAMSEY ROAD
ROUNDBOUT IMPROVEMENTS

STATE: Idaho

DATE OF ISSUANCE: 8/3/2026

EFFECTIVE DATE: 8/3/2026

OWNER: The City of Hayden, 8930 N Government Way, Hayden, ID 83835

CONTRACTOR: LaRiviere, Inc., 17564 N Dylan Ct, Rathdrum, ID 83858

ENGINEER: Welch, Comer & Associates, Inc. 330 E. Lakeside Avenue, Suite 101, Coeur d'Alene, Idaho 83814

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

(supplemental plans and specifications attached)

Item Description	Change in Price	Change in Time
Item #1 - Remove 4 light poles	\$ (7,865.34)	0
Item #2 - Sidewalk and Underdrain Modifications	\$ 3,454.95	0
Item #3 - Additional Tree Removal	\$ 7,967.40	1
Item #4 - Road Closure Advance Notice Reduction	\$ -	0
Item #5 - Drainage Swale #4 Grading Modification	\$ -	0
Item #6 - Revised Light Pole Locations	\$ -	0
Item #7 - Force Main Tracer Wire Access	\$ 17.44	0

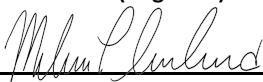
JUSTIFICATION:

SEE ATTACHED CHANGE SUPPORT SHEET

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES (days or dates):	
Original Contract Price:		Original Contract Times	
Base Bid	\$ 1,714,895.55	Substantial Completion:	08/28/26
Add Alternates	\$ -	Ready for Final Payment:	09/07/26
Total Original Contract Price	\$ 1,714,895.55		
Previous Change Orders		Previous Change Orders	
Change Order No. 1	\$ 7,360.39	Change Order No. 1	1
Change Order No. _____	\$ -	Change Order No. _____	
Change Order No. _____	\$ -	Change Order No. _____	
Net Changes from Previous Change Orders	\$ 7,360.39	Net Changes from Previous Change Orders	1
Contract Price prior to this Change Order		Contract Times prior to this Change Order	
	\$ 1,722,255.94	Substantial Completion:	08/29/26
		Ready for Final Payment:	09/08/26
Net Increase/Decrease of Alternates	\$ -	Net Increase/Decrease of this Change Order	
Net Increase/Decrease of Change Order Items	\$ 3,574.45		
Net Total Change Order Amount	\$ 3,574.45		
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
	\$ 1,725,830.40	Substantial Completion:	08/30/26
		Ready for Final Payment:	09/09/26

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

RECOMMENDED (Engineer):

By: 

Name/Title: Melissa Cleveland, P.E.

Date: 8/4/2026

APPROVED (Owner):

By:

Name/Title:

Date:

ACCEPTED (Contractor):

By: 

Name/Title: Project Manager

Date: 8.4.26

CONTRACT CHANGE ORDER NO. 2
TO
41014.14 - HONEYSUCKLE AVENUE AND RAMSEY ROAD ROUNDABOUT IMPROVEMENTS

Item #1 - Remove 4 light poles

WCD/CO

JUSTIFICATION:

City removed light poles shown in the original plan set are no longer necessary.

DESCRIPTION:

Four (4) light poles and their associated bases, junction boxes, and conduit were removed from the project.

Pay Item	Description	Unit	Original Contract Qty	Change in Qty	Resulting Contract Qty	Unit Price	Total Cost (Change in Qty x Unit Price)
1102.4.1.A.1	Street Light (Foundation Only)	EA	12	-4	8	\$1,391.49	(\$5,565.96)
1102.4.1.E.1	Conduit, Size 2"	LF	1600	-215	1385	\$6.38	(\$1,371.70)
1102.4.1.F.1	Junction Box	EA	14	-4	10	\$231.92	(\$927.68)
Subtotal							(\$7,865.34)

WCPR-1

NEGOTIATED PRICE:

\$ (7,865.34) Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

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

Item #2 - Sidewalk and Underdrain Modifications

WCD/CO

JUSTIFICATION:

Cost for sidewalk underdrain.

DESCRIPTION:

The sidewalk was changed from separated from the curb to adjacent to the curb. This requires relocation of the drywell, increasing the sidewalk from 5' wide to 8' wide, change in type of approach, change in types of ped ramps, and the addition of a sidewalk underdrain. While the increase in sidewalk width, change in ped ramp type, ped curb, and change in approach type will be handled with unit costs. This change order is the cost for the underdrain because this is larger than the other one in the project.

WCPR-2
WCD-4

NEGOTIATED PRICE:

\$ 3,454.95 Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

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

Item #3 - Additional Tree Removal		WCD/CO								
<u>JUSTIFICATION:</u> To clarify tree removal locations and quantities. To get a unit price for the removal of the 42” diameter tree with supporting evidence justifying its cost <u>DESCRIPTION:</u> Tree removal was not marked in the plan set. Per email correspondence, trees were defined as 6" or greater in diameter measured at ground level. During site walk on 7/14/26, the final scope of tree/ stump removal was determined and is identified on the attached project drawings pages 4, 7, 9, and 11. A total of 21 trees/stump were identified in addition to 6 trees previously agreed upon for a total scope of removal of 27. The original quantity shown on schedule A road improvements is 19 trees. It is expected that 7 of the 8 overages in tree removal will be paid according to the unit price for removal of Tree incl. Stump (Pay Item 201.4.1.F.1.2). One tree with a diameter of 42” was identified to have not been shown on the plans and is expected to have a higher price for removal. <u>NEGOTIATED PRICE:</u> <table><tr><td>\$6,433.70</td><td>42" Tree</td></tr><tr><td>\$1,533.70</td><td>7 additional trees</td></tr><tr><td>\$7,967.40</td><td>Includes: All equipment, materials and labor associated with the change as described above.</td></tr></table> <u>CONTRACT TIMES:</u> <table><tr><td>1</td><td>Additional days will be added as a result of this change.</td></tr></table>		\$6,433.70	42" Tree	\$1,533.70	7 additional trees	\$7,967.40	Includes: All equipment, materials and labor associated with the change as described above.	1	Additional days will be added as a result of this change.	WCPR-4
\$6,433.70	42" Tree									
\$1,533.70	7 additional trees									
\$7,967.40	Includes: All equipment, materials and labor associated with the change as described above.									
1	Additional days will be added as a result of this change.									

Item #4 - Road Closure Advance Notice Reduction		WCD/CO
<u>JUSTIFICATION:</u> The reduction in the advance notice period was approved to accommodate the contractor’s planned start date and allow construction activities to begin as scheduled without delaying the project. <u>DESCRIPTION:</u> The required advance notice for the roadway closure has been reduced from seven (7) days to four (4) days to allow the contractor to close the intersection beginning Monday, June 22, 2026. Per discussions between Engineer and Contractor this was agreed to be a no cost / no time change. Included in this change order for tracking purposes. <u>NEGOTIATED PRICE:</u> \$ - Includes: All equipment, materials and labor associated with the change as described above. <u>CONTRACT TIMES:</u> 0 Additional days will be added as a result of this change.		FO-1

Item #5 - Drainage Swale #4 Grading Modification

WCD/CO

JUSTIFICATION:

The grading modification is necessary to provide adequate cover over the stormwater piping draining to Drainage Swale #4. The proposed buffer and revised grading will address the insufficient cover that would result if the area were constructed per the original plans.

DESCRIPTION:

Stormwater pipes draining to the southwest drainage swale #4 will not have necessary cover if installed per plan. To obtain the necessary coverage, in the area around Drainage Swale #4 add a two (2) foot-wide flat buffer beyond the back of walk then straight grade between the edge of that buffer and the bottom of the drainage swale. See the attachment for location on plan sheets.

Per discussions between Engineer and Contractor this was agreed to be a no cost / no time change. Included in this change order for tracking purposes.

FO-3

NEGOTIATED PRICE:

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

CONTRACT TIMES:

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

Item #6 - Revised Light Pole Locations

WCD/CO

JUSTIFICATION:

The light pole locations were revised to reflect the final layout and coordination of the remaining site improvements.

DESCRIPTION:

The final light pole locations have been shifted per the attached plan sheet markups. This is separate from Work Change Proposal Request 1 that eliminated lights.

Per discussions between Engineer and Contractor this was agreed to be a no cost / no time change. Included in this change order for tracking purposes.

FO-5

NEGOTIATED PRICE:

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

CONTRACT TIMES:

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

Item #7 - Force Main Tracer Wire Access

WCD/CO

JUSTIFICATION:

This modification is necessary to provide surface access to the tracer wire associated with the force main, facilitating future locating of the underground utility.

DESCRIPTION:

The JUB plans require tracer wire along the force main. This valve can is needed to bring the tracer wire to the surface. HARSB is planning on providing the valve can and riser for the Contractor's use. Location: north end of Ramsey where the force main ties in (Sta. ~40+25)

FO-9

NEGOTIATED PRICE:

\$ 17.44 Includes: All equipment, materials and labor associated with the change as described above.

CONTRACT TIMES:

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

EXISTING PAY ITEMS

Pay Item	Description	Unit	Original Contract Qty	Change Order Qty	Resulting Contract Qty
201.4.1.F.1.2	Removal of Tree incl. Stump	EA	19	7	26
1102.4.1.A.1	Street Light (Foundation Only)	EA	12	-4	8
1102.4.1.E.1	Conduit, Size 2"	LF	1600	-215	1385
1102.4.1.F.1	Junction Box	EA	14	-4	10
			Subtotal		

Unit Price	Total (C.O. Qty x Unit Price)	WCD/CO
\$ 219.10	\$1,533.70	WCPR-4
\$ 1,391.49	(\$5,565.96)	WCPR1
\$ 6.38	(\$1,371.70)	WCPR2
\$ 231.92	(\$927.68)	WCPR3
		(\$6,331.64)

NEW PAY ITEMS

Pay Item	Description	Unit	Original Contract Qty	Change Order Qty	Resulting Contract Qty
CO2-1	Sidewalk and Underdrain Modifications - 10' Underdrain	EA	0	1	1
CO2-2	42" Diameter Tree Removal	LS	0	1	1
CO2-3	Force Main Sales Tax	LS	0	1	1
			Subtotal		

Unit Price	Total (C.O. Qty x Unit Price)	WCD/CO
\$ 3,454.95	\$3,454.95	WCPR-2/ WCD-4
\$ 6,433.70	\$6,433.70	WCPR-4
\$ 17.44	\$17.44	FO-9
		\$9,906.09

TOTAL NET CHANGE**\$3,574.45**

Lariviere INC. accepts this Change Order No 2 solely for the work and compensation expressly identified herein. Lariviere reserves all rights under the contract to final measurement quantity adjustments, quantity variance claims, equitable adjustments, changed conditions, delay, disruption, cumulative impacts, any additional compensation or time not specifically included in this Change Order. Execution of this Change Order shall not constitute a waiver or release of any existing or future claims not expressly resolved herein.

WELCH COMER & ASSOCIATES, INC. WORK CHANGE PROPOSAL REQUEST

WORK CHANGE PROPOSAL REQUEST NUMBER: 1

PROJECT: Hayden Ave & Ramsey Rd RAB Improvements PROJECT NUMBER: 41014.14

DATE OF ISSUANCE 7/1/2026 REQUESTED
RESPONSE DATE: 7/8/2026

FROM OWNER: City of Hayden

TO CONTRACTOR: LaRiviere, Inc.

ENGINEER: Welch Comer Engineers

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within seven (7) days, the Contractor must submit this proposal or notify the Engineer, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A WORK CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Four (4) light poles and their associated bases, junction boxes, and conduit are being removed from the project.

Pay Item	Description	Unit	Original Contract Qty	Change in Qty	Resulting Contract Qty	Unit Price	Total Cost (Change in Qty x Unit Price)
1102.4.1.A.1	Street Light (Foundation Only)	EA	12	-4	8	\$1,391.49	(\$5,565.96)
1102.4.1.E.1	Conduit, Size 2"	LF	1600	-215	1385	\$6.38	(\$1,371.70)
1102.4.1.F.1	Junction Box	EA	14	-4	10	\$231.92	(\$927.68)
Subtotal							(\$7,865.34)

Anticipated credit for this change is **\$7,865.34**. Please respond to confirm credit shown is accurate. If there are items that impact the credit shown, please submit documentation substantiating the change.

Purpose of Work Change Proposal Request:

The City of Hayden has deemed that certain light poles in the original plan set are no longer necessary. See the attached markups from the City outlining the lights to be removed.

Attachments:

Lighting Design Changes (PDF)

REQUESTED BY THE ENGINEER:

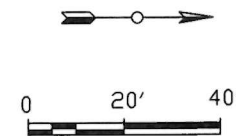
Welch Comer & Associates, Inc.

ENGINEER

By: 
(Authorized Signature)

Date: 7/1/2026

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



**DAVID EVANS
AND ASSOCIATES INC.**
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200



REVISIONS: APPD.

DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION
NUMBER:

SCALE:

PROJECT NUMBER:

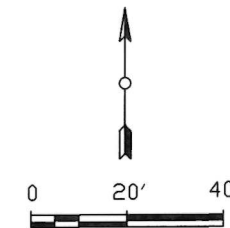
HAYF0000-0015

SHEET NO. 18

OF 44



NOTE: COORDINATE ALL WATER LINE IMPROVEMENTS WITH HAYDEN LAKE IRRIGATION DISTRICT PRIOR TO BEGINNING ANY WORK.



PROPOSED FORCE MAIN REPLACEMENT REFER TO HONEYSUCKLE AVENUE AND RAMSEY ROAD FORCE MAIN PLANS AND SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS

RELOCATE EXISTING HYDRANT AND VALVE TO STA. 129+50.00

ILLUMINATION JUNCTION BOX (TYP)

ILLUMINATION CONDUIT (TYP)

CONNECT TO EXISTING 10" WATER MAIN STA. 128+71.75, 20.25' LT.

LUMINAIRE STA. 127+52.00, 17.8' LT.

LUMINAIRE STA. 128+85.00, 19.2' LT.

10" 45 DEGREE PIPE BEND AND THRUST BLOCK STA. 129+25.03 18.01' LT. STA. 129+28.96 13.84' LT.

NEW 2" SERVICE LINE AND METER STA. 129+40.00

RELOCATED FIRE HYDRANT WITH 6" WATER LINE AND RELOCATE VALVE STA. 129+50.00, 20.0' LT.

INSTALL 236 LF 10" PVC WATER MAIN

MAINTAIN MINIMUM 10' SEPARATION BETWEEN WATER AND SANITARY SEWER (OUTSIDE OF PIPE TO OUTSIDE OF PIPE)

INSTALL 10" CAP & THRUST BLOCK STA. 131+04.89, 13.1' LT.

MATCH LINE STA. 127+40.00 SEE SHEET 16

LEGEND

- P AVISTA UTILITIES - UNDERGROUND POWER
- G AVISTA UTILITIES - GAS
- OP AVISTA UTILITIES - OVERHEAD POWER
- OFO TIME WARNER - AERIAL COAX AND FIBER
- OP KOOTENAI ELECTRIC CO-OP - OVERHEAD POWER
- P KOOTENAI ELECTRIC CO-OP - UNDERGROUND POWER
- T FRONTIER - UNDERGROUND TELEPHONE
- FO TDS - UNDERGROUND FIBER
- OFO TDS - OVERHEAD FIBER
- W HAYDEN LAKE IRRIGATION DISTRICT - WATER
- SAN HAYDEN AREA REGIONAL SEWER BOARD - SANITARY SEWER
- ILLUMINATION CONDUIT

N. NEUFELD RD.

HONEYSUCKLE AVE.

UTILITY PLAN HONEYSUCKLE AVENUE & RAMSEY ROAD ROUNDBOUT IMPROVEMENTS CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES INC.
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200



REVISIONS: APPD.

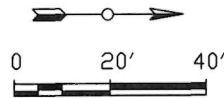
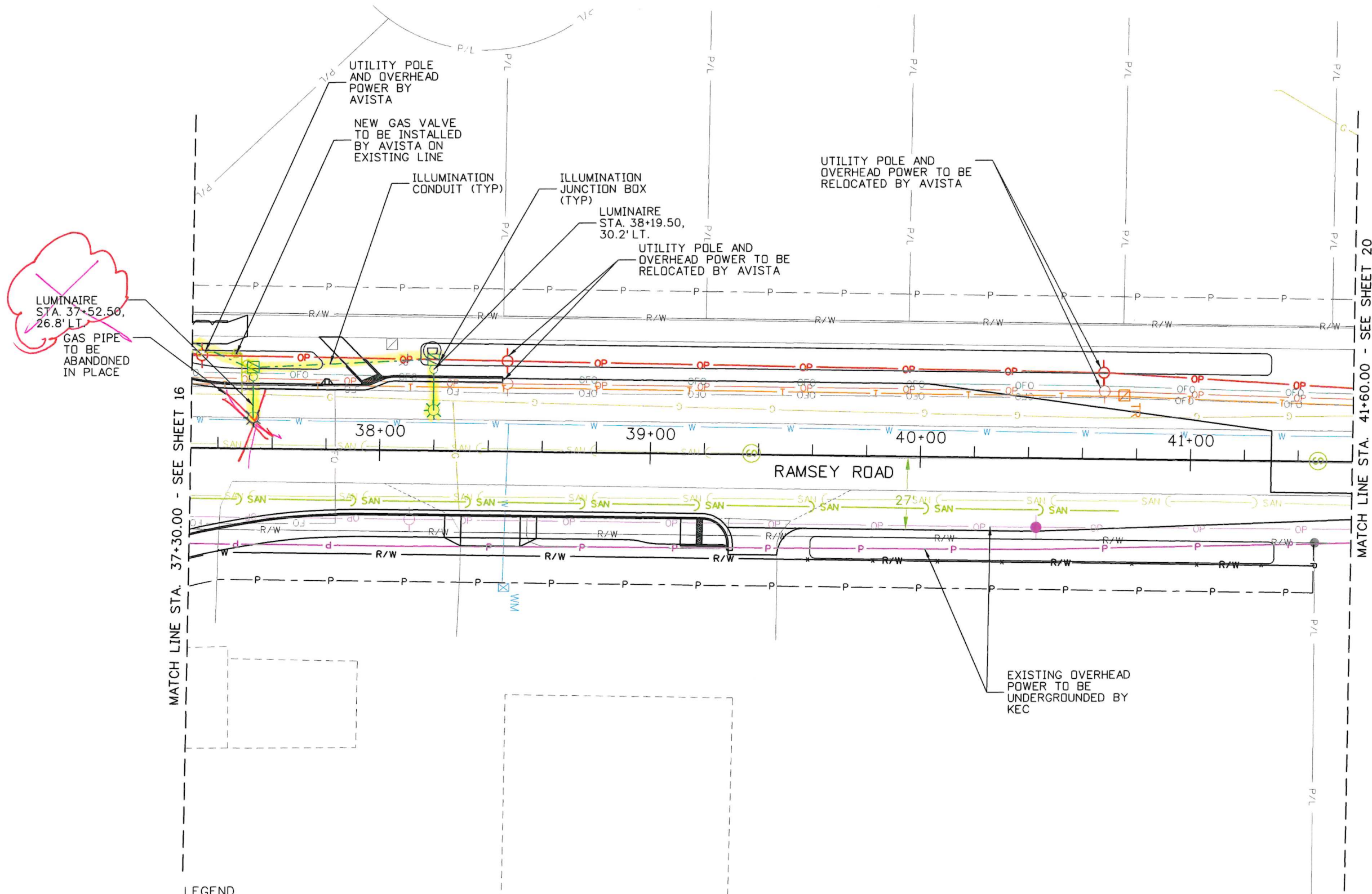
DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION NUMBER:

SCALE:

PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 17

OF 44



LEGEND

- P AVISTA UTILITIES - UNDERGROUND POWER
- G AVISTA UTILITIES - GAS
- OP AVISTA UTILITIES - OVERHEAD POWER
- OFO TIME WARNER - AERIAL COAX AND FIBER
- OP KOOTENAI ELECTRIC CO-OP - OVERHEAD POWER
- P KOOTENAI ELECTRIC CO-OP - UNDERGROUND POWER
- T FRONTIER - UNDERGROUND TELEPHONE
- FD TDS - UNDERGROUND FIBER
- OFO TDS - OVERHEAD FIBER
- W HAYDEN LAKE IRRIGATION DISTRICT - WATER
- SAN HAYDEN AREA REGIONAL SEWER BOARD - SANITARY SEWER
- ILLUMINATION CONDUIT

UTILITY PLAN
HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDBOUT IMPROVEMENTS
CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES, INC.
663 W. CAMFIELD AVE.
COEUR D'ALENE, ID 83315
Phone: 208.762.2200



REVISIONS: APPD.

DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION NUMBER:

SCALE:

PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 19

OF 44

**WELCH COMER & ASSOCIATES, INC.
WORK CHANGE PROPOSAL REQUEST**

WORK CHANGE PROPOSAL REQUEST NUMBER: 2

PROJECT: Hayden Ave & Ramsey Rd RAB Improvements PROJECT NUMBER: 41014.14

DATE OF ISSUANCE 7/9/2026 REQUESTED
RESPONSE DATE: 7/15/2026

FROM OWNER: City of Hayden

TO CONTRACTOR: LaRiviere, Inc.

ENGINEER: Welch Comer Engineers

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within seven (7) days, the Contractor must submit this proposal or notify the Engineer, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A WORK CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

The sidewalk was changed from separated from the curb to adjacent to the curb. This requires relocation of the drywell, increasing the sidewalk from 5' wide to 8' wide, change in type of approach, change in types of ped ramps, and the addition of a sidewalk underdrain.

While the increase in sidewalk width, change in ped ramp type, ped curb, and change in approach type can be handled with unit costs. We need a cost for the underdrain because this is larger than the other one in the project. Note the City of Hayden standard plan requires the underdrain to be 2 feet wider than the sidewalk to extend from the face of curb to 18" beyond back of walk.

This change was reflected in the CAD linework we provided.

Purpose of Work Change Proposal Request:

Cost for sidewalk underdrain.

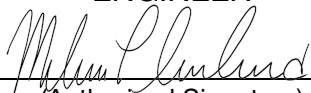
Attachments:

NE Honeysuckle Sidewalk Revision.

REQUESTED BY THE ENGINEER:

Welch Comer & Associates, Inc.

ENGINEER

By: 
(Authorized Signature)

Date: 7/9/2026

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

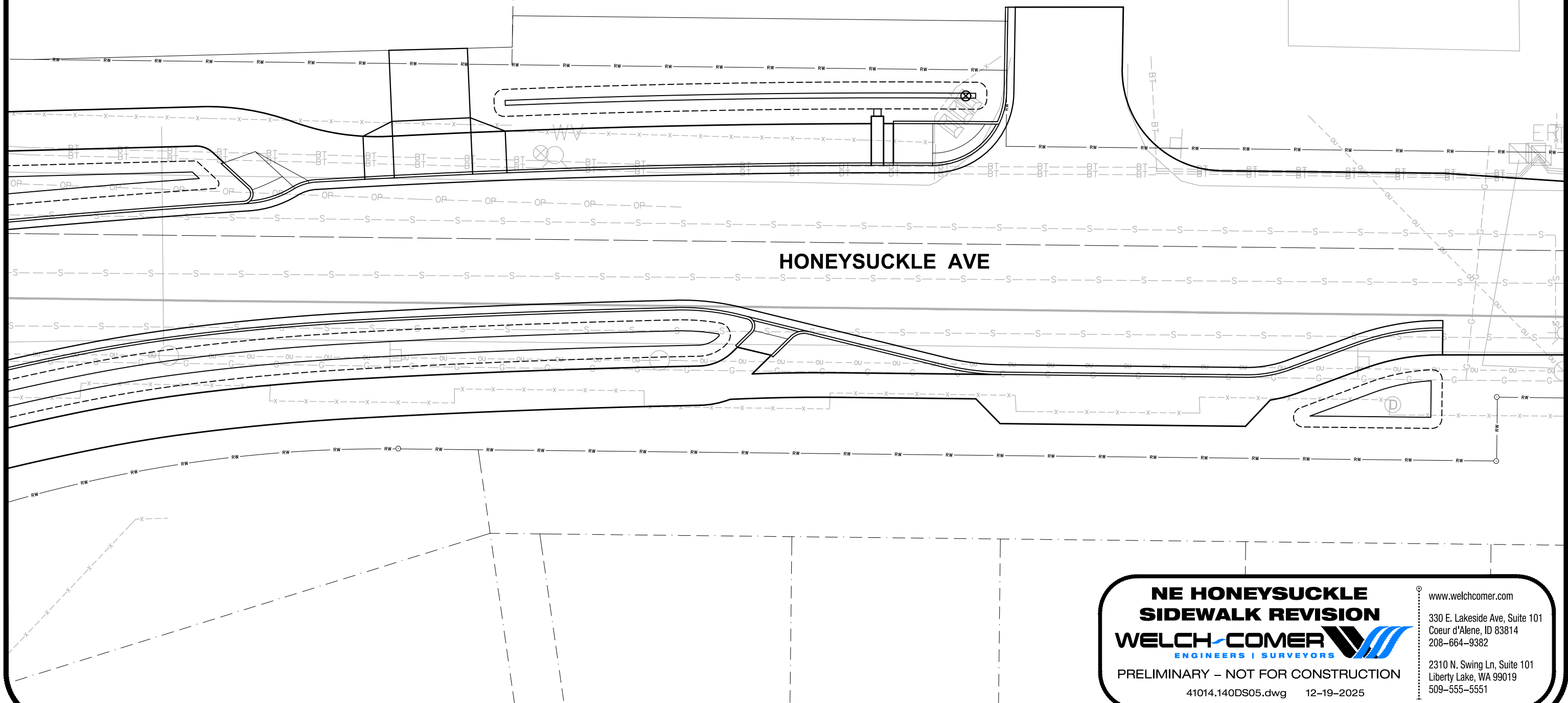


GRAPHIC SCALE



(IN FEET)

11x17 SCALE 1" = 20 ft.
22X34 SCALE 1" = 10 ft.



HONEYSUCKLE AVE

**NE HONEYSUCKLE
SIDEWALK REVISION**
WELCH-COMER
ENGINEERS | SURVEYORS

PRELIMINARY – NOT FOR CONSTRUCTION
41014.140DS05.dwg 12-19-2025

www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
2310 N. Swing Ln, Suite 101
Liberty Lake, WA 99019
509-555-5551

WELCH COMER ENGINEERS WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NUMBER: 4

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

DATE OF ISSUANCE 7/16/2026 EFFECTIVE DATE: 7/16/2026

FROM OWNER: City of Hayden

TO CONTRACTOR: LaRiviere, Inc.

ENGINEER: Welch Comer Engineers

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

Description: The sidewalk was changed from separated from the curb to adjacent to the curb. This requires increasing the sidewalk from 5' wide to 8' wide and the addition of a sidewalk underdrain. This work change directive covers the cost for the 10-foot long underdrain. This change was reflected in the CAD linework we provided.

Purpose of Work Change Directive: Cost for 10' sidewalk underdrain.

Attachments: (List documents supporting change)

- WCPR-2
- Change Order Request from T.La

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

Method of determining change in Contract Price:	Method of determining change in Contract Times:
☐ Unit Prices	☐ Contractor's records
☒ Lump Sum <u>\$3,454.95</u>	☐ Engineer's records
☐ Other _____	☐ Other _____

Estimated increase/decrease in Contract Price:

\$3,353.95 including markup for Labor & Materials

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

Estimated increase/decrease in Contract Times:

Substantial Completion: 0 days;

Ready for final payment: _____ days.

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

RECOMMENDED:

Welch Comer Engineers
ENGINEER

By: 
(Authorized Signature)

Date: 7/16/2026

AUTHORIZED:

Approved in Teams call on 7/15/26
OWNER

By: Alan Soderling
(Authorized Signature)

Date: 7/15/2026

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

**WELCH COMER & ASSOCIATES, INC.
WORK CHANGE PROPOSAL REQUEST**

WORK CHANGE PROPOSAL REQUEST NUMBER: 2

PROJECT: Hayden Ave & Ramsey Rd RAB Improvements PROJECT NUMBER: 41014.14

DATE OF ISSUANCE 7/9/2026 REQUESTED
RESPONSE DATE: 7/15/2026

FROM OWNER: City of Hayden

TO CONTRACTOR: LaRiviere, Inc.

ENGINEER: Welch Comer Engineers

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within seven (7) days, the Contractor must submit this proposal or notify the Engineer, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A WORK CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

The sidewalk was changed from separated from the curb to adjacent to the curb. This requires relocation of the drywell, increasing the sidewalk from 5' wide to 8' wide, change in type of approach, change in types of ped ramps, and the addition of a sidewalk underdrain.

While the increase in sidewalk width, change in ped ramp type, ped curb, and change in approach type can be handled with unit costs. We need a cost for the underdrain because this is larger than the other one in the project. Note the City of Hayden standard plan requires the underdrain to be 2 feet wider than the sidewalk to extend from the face of curb to 18" beyond back of walk.

This change was reflected in the CAD linework we provided.

Purpose of Work Change Proposal Request:

Cost for sidewalk underdrain.

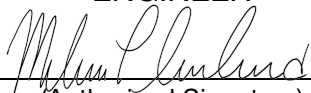
Attachments:

NE Honeysuckle Sidewalk Revision.

REQUESTED BY THE ENGINEER:

Welch Comer & Associates, Inc.

ENGINEER

By: 
(Authorized Signature)

Date: 7/9/2026

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

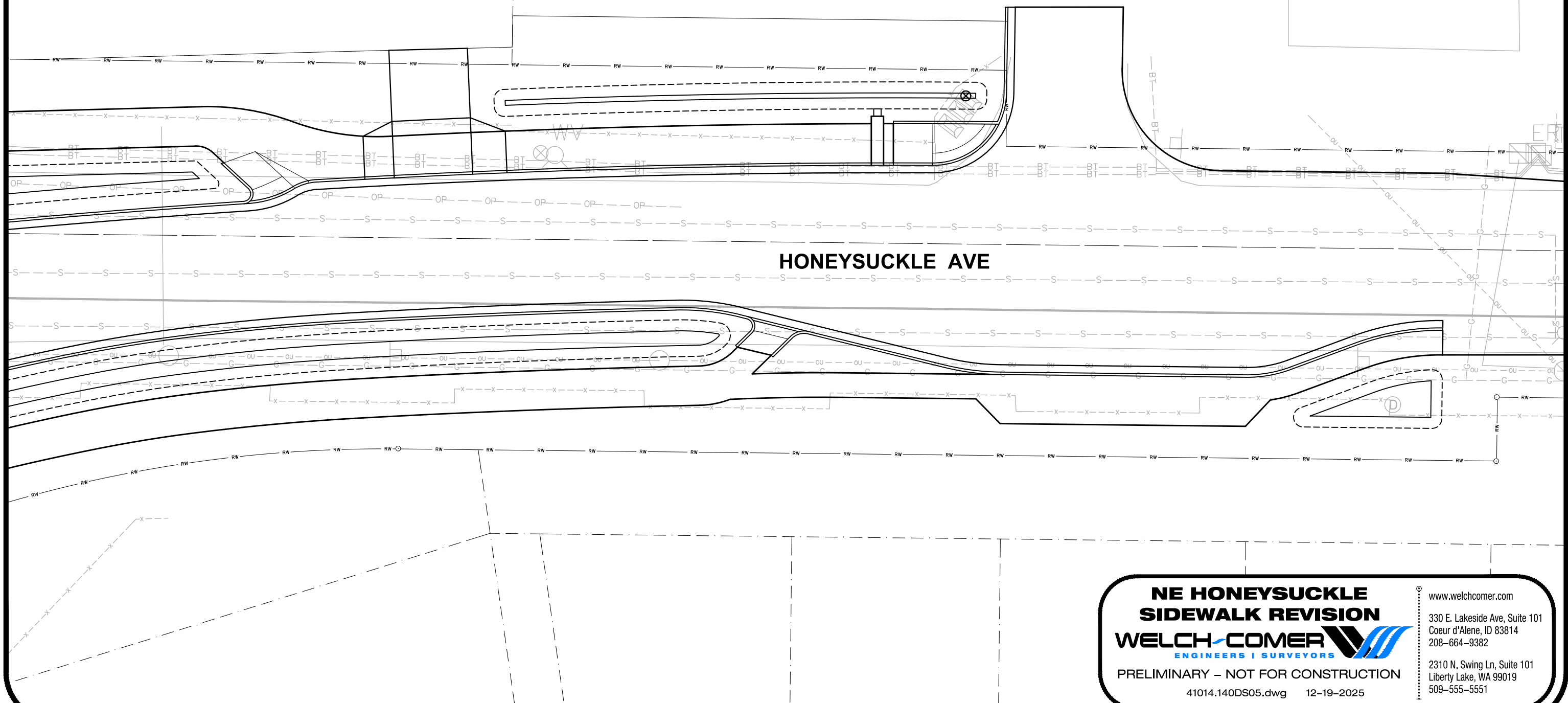


GRAPHIC SCALE



(IN FEET)

11x17 SCALE 1" = 20 ft.
22X34 SCALE 1" = 10 ft.



HONEYSUCKLE AVE

**NE HONEYSUCKLE
SIDEWALK REVISION**
WELCH-COMER
ENGINEERS | SURVEYORS

PRELIMINARY – NOT FOR CONSTRUCTION
41014.140DS05.dwg 12-19-2025

www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
2310 N. Swing Ln, Suite 101
Liberty Lake, WA 99019
509-555-5551

LARIVIERE, INC, Change Order request.

Date:	7/14/2026					
Project:	Honeysuckle roundabout Sidewalk under drain Per WCPR 2				Project #	2744
	10" custom sidewalk underdrain change for Honeysuckle and ramsey roundabout. Per WCPR-2					

GC Labor

		ST	OT	ST	OT	
DATE	CRAFT	HOURS	HOURS	RATE	RATE	TOTALS
07/14/26	Labor	1.00		\$35.50	\$0.00	\$35.50
	Operator	1.00		\$48.50	\$0.00	\$48.50
				\$0.00	\$0.00	\$0.00
						\$0.00
					LABOR TOTAL	\$84.00

GC Equipment

				EQUIP.			
DATE	TYPE EQUIP.	MANUFACT.	MODEL	NO.	Hour	RATE	TOTAL
07/14/26					0.00	\$0.00	\$0.00
					0.00	\$0.00	\$0.00
					0.00	\$0.00	\$0.00
					0.00	\$0.00	\$0.00
					0.00	\$0.00	\$0.00
					0.00	\$0.00	\$0.00
					0.00	\$0.00	\$0.00
					0.00	\$0.00	\$0.00
						EQUIP. TOTAL	\$0.00

Materials

				UNIT		
DATE	DESCRIPTION	QTY.	UNIT	PRICE		TOTAL
07/14/26	10' sidewalk under drain.	1	ea	\$2,920.30		\$2,920.30
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
					TOTAL	\$2,920.30

SUBs

DATE	DESCRIPTION	UNIT	HOURS	RATE		TOTAL
07/14/26		LS				
			0	\$0.00		\$0.00
			0			\$0.00
					TRUCKING TOTAL	

SUBTOTAL COSTS \$3,004.30

Labor, Materials _____ 15% \$450.65
Subcontractor markup _____ 5% \$0.00

TOTAL \$3,454.95



EST. 1906
Serving the Pacific Northwest
and beyond for 100+ years.

ORDER
#399316

BID	QTY	PRODUCT	UNIT	AMOUNT
	1	10' Long Sidewalk Underdrain custom under drain	\$2,755.00	\$2,755.00

SUBTOTAL 2755.00

TAX 6.00% \$165.30

TOTAL \$2920.30

03 • NOTES & TERMS

- | | | | |
|----|--|----|--|
| 01 | QUOTE GOOD FOR 45 DAYS FROM BID DATE. | 06 | SALES TAX NOT INCLUDED. |
| 02 | ALL QUOTES ARE FOB JOBSITE IN TRUCKLOAD QUANTITIES. | 07 | PRICES QUOTED ARE FOR TOTAL PROJECT. |
| 03 | SHORT LOADS WILL BE BILLED AT ADDITIONAL DELIVERY RATE. | 08 | WILBERT PRECAST INC. RESERVES THE RIGHT TO REVISE PRICING IF CUSTOMER CHOOSES TO PURCHASE ONLY CERTAIN BID ITEMS. |
| 04 | ANY COATINGS UNLESS SPECIFIED ABOVE ARE CONTRACTORS RESPONSIBILITY OR AT ADDITIONAL EXPENSE. | 09 | Standard pallet rate \$20 / pallet (\$30 for light-pole bases); refundable on return of pallets in usable condition. |
| 05 | GRADE ADJUSTMENT IS BASED ON DESIGN PROVIDED UNLESS SPECIFICALLY CALLED OUT OTHERWISE. | 10 | Payment-card transactions of \$1,000+ incur a 3% surcharge. |

1-800-888-4573
wilbertprecast.com

SPOKANE
2215 E Brooklyn Ave
(509) 325-4573

YAKIMA
2309 S 38th Ave
(509) 248-1984

LEWISTON
2710 4th Ave N
(208) 746-1125



WELCH COMER & ASSOCIATES, INC. WORK CHANGE PROPOSAL REQUEST

WORK CHANGE PROPOSAL REQUEST NUMBER: 4

PROJECT: Hayden Ave & Ramsey Rd RAB Improvements PROJECT NUMBER: 41014.14

DATE OF ISSUANCE 7/14/2026 REQUESTED
RESPONSE DATE: 7/21/2026

FROM OWNER: City of Hayden

TO CONTRACTOR: LaRiviere, Inc.

ENGINEER: Welch Comer Engineers

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within seven (7) days, the Contractor must submit this proposal or notify the Engineer, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A WORK CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Tree removal was not marked in the plan set. Per email correspondence, trees were defined as 6" or greater in diameter measured at ground level. During site walk on 7/14/26, the final scope of tree/ stump removal was determined and is identified on the attached project drawings pages 4, 7, 9, and 11.

A total of 21 trees/stump were identified in addition to 6 trees previously agreed upon for a total scope of removal of 27. The original quantity shown on schedule A road improvements is 19 trees. It is expected that 7 of the 8 overages in tree removal will be paid according to the unit price for removal of Tree incl. Stump (Pay Item 201.4.1.F.1.2). One tree with a diameter of 42" was identified to have not been shown on the plans and is expected to have a higher price for removal.

Purpose of Work Change Proposal Request:

To clarify tree removal locations and quantities.

To get a unit price for the removal of the 42" diameter tree with supporting evidence justifying its cost.

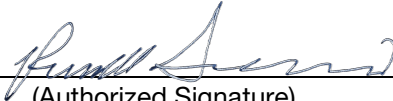
Attachments:

Road Plan, Sheets 4, 7, 9, and 11

Tree Definition Email

REQUESTED BY THE ENGINEER:

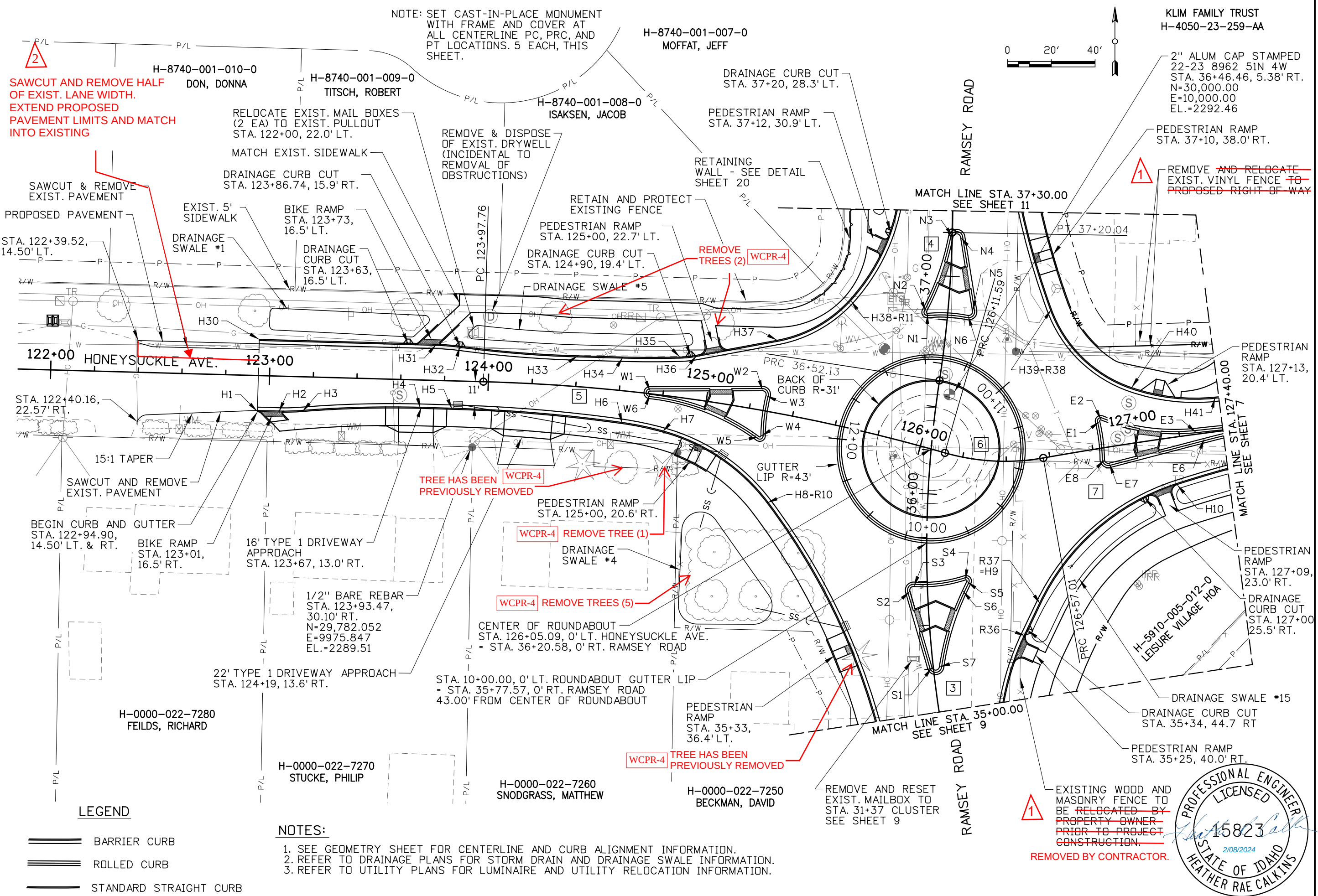
Welch Comer & Associates, Inc.
ENGINEER

By: 
(Authorized Signature)

Date: 7/14/2026

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

2/8/2024 8:23:03 AM
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ROAD PLAN

HONEYSUCKLE AVENUE & RAMSEY ROAD

ROUNDABOUT IMPROVEMENTS

CITY OF HAYDEN, IDAHO

DAVID EVANS AND ASSOCIATES INC.
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200

REVISIONS: APPD.
WCPR-4, 7-14-26

DATE:	2/08/24
DESIGN:	WES/HRC
DRAWN:	WES/HRC
CHECKED:	DLW
REVISION NUMBER:	

SCALE:

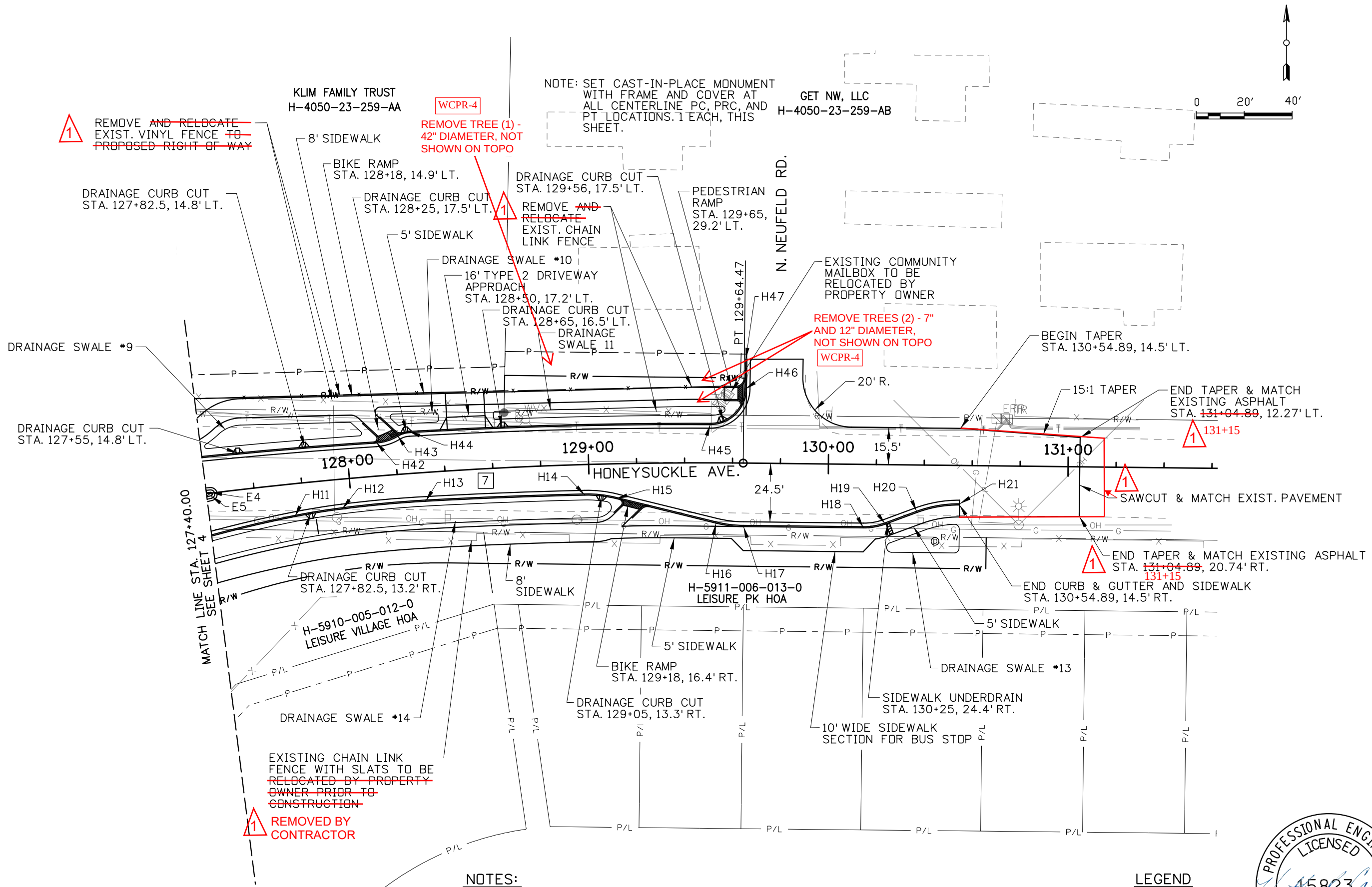
PROJECT NUMBER: HAYF0000-0015

SHEET NO. 4

OF 44

PROFESSIONAL ENGINEER
LICENSED
15823
2/08/2024
HEATHER RAE CALKINS
STATE OF IDAHO

2/8/2024 8:23:17 AM
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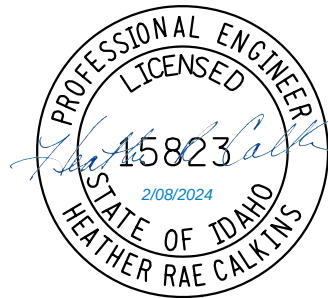


NOTES:

1. SEE GEOMETRY SHEET FOR CENTERLINE AND CURB ALIGNMENT INFORMATION.
2. REFER TO DRAINAGE PLANS FOR STORM DRAIN AND DRAINAGE SWALE INFORMATION.
3. REFER TO UTILITY PLANS FOR LUMINAIRE AND UTILITY RELOCATION INFORMATION.

LEGEND

- ===== BARRIER CURB
- ===== ROLLED CURB



ROAD PLAN
HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDBOUT IMPROVEMENTS
CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES INC.
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200



REVISIONS: APPD.
WCPR-4, 7-14-26

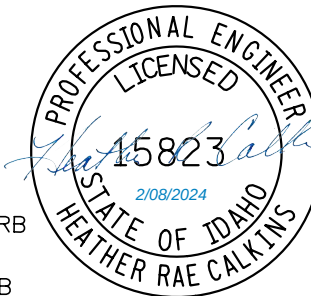
DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION NUMBER:

SCALE:

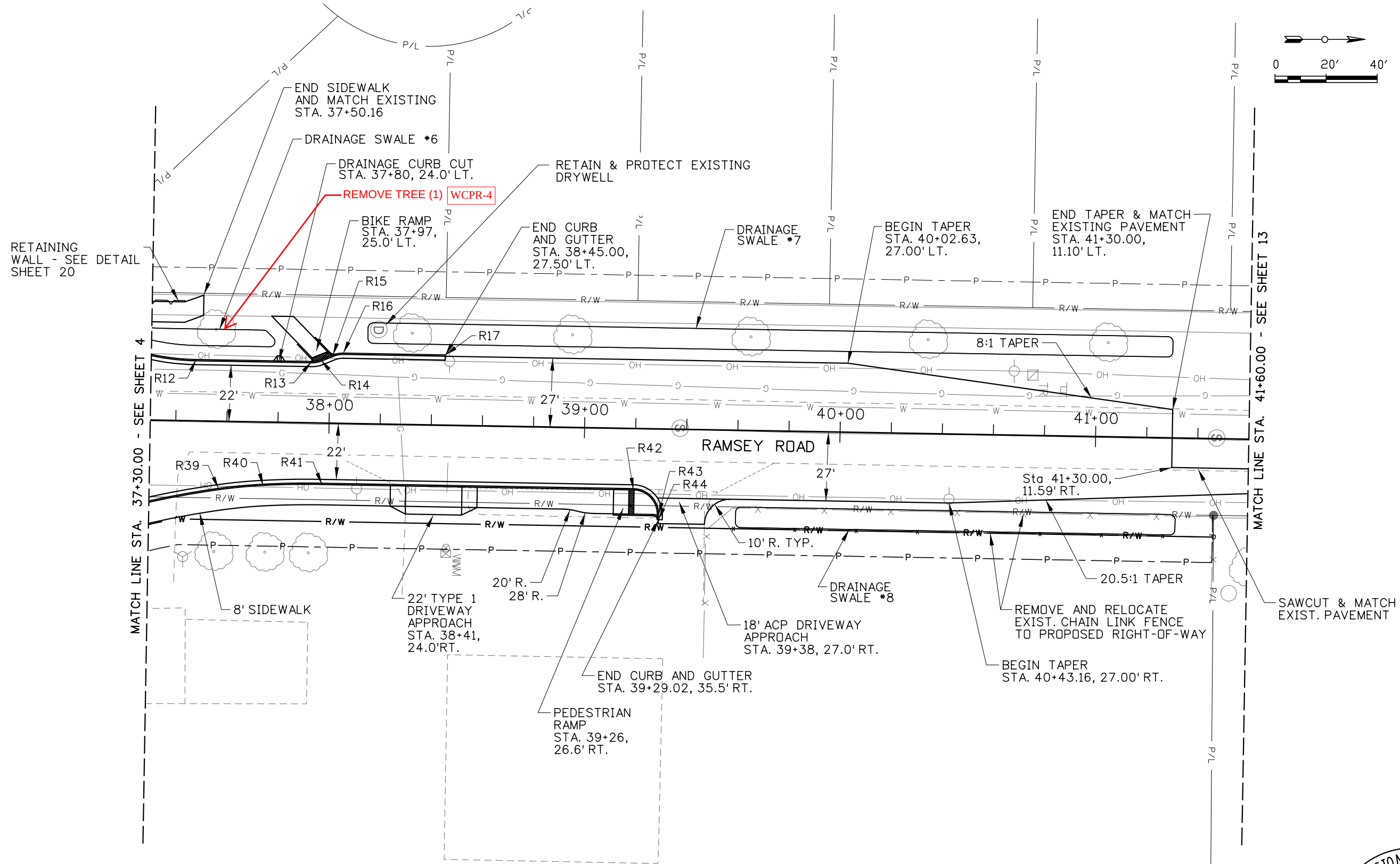
PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 7

OF 44



2/8/2024 8:23:27 AM
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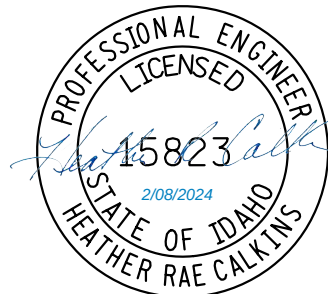


NOTES:

1. SEE GEOMETRY SHEET FOR CENTERLINE AND CURB ALIGNMENT INFORMATION.
2. REFER TO DRAINAGE PLANS FOR STORM DRAIN AND DRAINAGE SWALE INFORMATION.
3. REFER TO UTILITY PLANS FOR LUMINAIRE AND UTILITY RELOCATION INFORMATION.

LEGEND

- ===== BARRIER CURB
- ===== ROLLED CURB



ROAD PLAN
HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDABOUT IMPROVEMENTS
CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES INC.
663 W. CAMFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200



REVISIONS: APPD.
WCPR-4, 7-14-26

DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION NUMBER:

SCALE:

PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 11

OF 44

From: [Sam Brown](#)
To: [Russ Twardowski](#); [Beatrice Alonzo](#); [Brittney Vian](#)
Cc: [Melissa Cleveland](#); [Ryland Hoit](#); [Nick Potts](#); [Greg George](#); [WC Surveying](#); [Bryce Heitman](#); [Nathan Gee](#); [Tommy LaRiviere](#)
Subject: RE: 41014.14 - Hayden - Honeysuckle/Ramsey RAB Improvements - FO-4
Date: Friday, July 10, 2026 8:22:23 AM
Attachments: [image002.jpg](#)
[image004.png](#)
[image014.png](#)
[image016.png](#)
[image018.jpg](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image001.png](#)
[image003.png](#)
[image005.png](#)

Understood.

Yes, typically 6" at the bottom of the tree at ground level. Is the measured location. Under 6" would be brush.

Thank you.

Sam Brown

Project Manager

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

Main: 208.683.2646 | Direct: 208.994.3201 | Cell: 208.714.2825



From: Russ Twardowski <rtwardowski@welchcomer.com>

Sent: Friday, July 10, 2026 6:44 AM

To: Sam Brown <samb@lariviere.co>; Beatrice Alonzo <balonzo@welchcomer.com>; Brittney Vian <brittney@lariviere.co>

Cc: Melissa Cleveland <mcleveland@welchcomer.com>; Ryland Hoit <rhoit@welchcomer.com>; Nick Potts <npotts@welchcomer.com>; Greg George <ggeorge@welchcomer.com>; WC Surveying <WCSurveying@welchcomer.com>; Bryce Heitman <bryce@lariviere.co>; Nathan Gee <nathang@lariviere.co>; Tommy LaRiviere <tommy@tlexid.com>

Subject: RE: 41014.14 - Hayden - Honeysuckle/Ramsey RAB Improvements - FO-4

Sam,

We are in the process of creating an exhibit which identifies the remaining trees to be removed.

If I recall correctly, you indicated a tree would be 6" or larger to be counted as a tree. I believe there is general agreement with that definition.

Once we have the drawing to refer to we will schedule a meeting to review with you on site. The goal will be to reach an agreement on what trees remain that will need to be removed and a total quantity, and to allow you to efficiently complete the work.

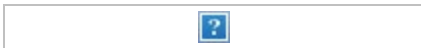
Please let me know if you have any additional questions.

Thanks.

Russ

Russ Twardowski | Construction Services Manager

Office: 208.664.9382 Ext 245 | Direct: 208.758.0491 | E: rtwardowski@welchcomer.com | Web: www.welchcomer.com



This e-mail and any attachments are intended solely for the use of the individual to whom they are addressed. Please visit our website for our confidentiality policy.

From: Sam Brown <samb@lariviere.co>

Sent: Thursday, July 9, 2026 5:01 PM

To: Beatrice Alonzo <balonzo@welchcomer.com>; Brittney Vian <brittney@lariviere.co>

Cc: Melissa Cleveland <mcleveland@welchcomer.com>; Russ Twardowski <rtwardowski@welchcomer.com>; Ryland Hoit <rhoit@welchcomer.com>; Nick Potts <npotts@welchcomer.com>; Greg George <ggeorge@welchcomer.com>; WC Surveying <WCSurveying@welchcomer.com>; Bryce Heitman <bryce@lariviere.co>; Nathan Gee <nathang@lariviere.co>; Tommy LaRiviere <tommy@tlexid.com>

Subject: Re: 41014.14 - Hayden - Honeysuckle/Ramsey RAB Improvements - FO-4

Respectfully request an additional teams, meeting or site meeting to address tree removal, and definitions of trees as discussed in the meeting as well. There's also tree conflicts in and around drywall structures that were discussed in our walk-through. There appears to be several trees that are not captured within the project limits and original topo for the project.

This was discussed at our meeting no follow up as of yet

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From: Sam Brown <samb@lariviere.co>

Sent: Thursday, 09 July 2026 16:59:22

To: Beatrice Alonzo <balonzo@welchcomer.com>; Brittney Vian <brittney@lariviere.co>

Cc: Melissa Cleveland <mcleveland@welchcomer.com>; Russ Twardowski

<rtwardowski@welchcomer.com>; Ryland Hoit <rhoit@welchcomer.com>; Nick Potts <npotts@welchcomer.com>; Greg George <ggeorge@welchcomer.com>; WC Surveying <WCSurveying@welchcomer.com>; Bryce Heitman <bryce@lariviere.co>; Nathan Gee <nathang@lariviere.co>; Tommy LaRiviere <tommy@tlexid.com>

Subject: Re: 41014.14 - Hayden - Honeysuckle/Ramsey RAB Improvements - FO-4

This field order is unacceptable. At this time. This captures only a small amount of the actual conflicts in the field that was discussed at our meeting and during the walk-through I will identify the other structures and conflict and respond. Accordingly will also need a work change directive to be issued for the force account work necessary in locating and working around utilities, not shown in the drawings. And field fitting the drywall's as discussed in our walk-through on Tuesday.

Regards.

Sam.

Get [Outlook for iOS](#)

From: Beatrice Alonzo <balonzo@welchcomer.com>

Sent: Thursday, July 9, 2026 4:41 PM

To: Sam Brown <samb@lariviere.co>; Brittney Vian <brittney@lariviere.co>

Cc: Melissa Cleveland <mcleveland@welchcomer.com>; Russ Twardowski <rtwardowski@welchcomer.com>; Ryland Hoit <rhoit@welchcomer.com>; Nick Potts <npotts@welchcomer.com>; Greg George <ggeorge@welchcomer.com>; WC Surveying <WCSurveying@welchcomer.com>

Subject: 41014.14 - Hayden - Honeysuckle/Ramsey RAB Improvements - FO-4

Good Afternoon,

Attached, please find FO-4 for your records. Feel free to contact us should you have any questions.

Very Respectfully,

Beatrice Alonzo | Project Administrator



Office: 208.664.9382 Ext 228 | Direct: 208.765.0588 | E: balonzo@welchcomer.com | Web:

www.welchcomer.com



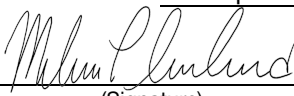
This e-mail and any attachments are intended solely for the use of the individual to whom they are addressed. Please visit our website for our confidentiality policy.

WELCH COMER ENGINEERS FIELD ORDER

FIELD ORDER NUMBER: 01

PROJECT: Honeysuckle Ave & Ramsey RD RAB Improvements PROJECT NUMBER: 41014.14

DATE ISSUED: 6/17/2026 TIME ISSUED: 4:00 pm

ISSUED BY: Melissa Cleveland, P.E. BY: 
(Name & Title) (Signature)

TO: LaRiviere, Inc. RECEIVED BY: _____ DATE: _____
(Contractor) (Signature)

Contractor shall incorporate the following instructions or clarifications in the details of the Work with no changes in Contract price or time.

If Contractor believes that this Field Order entitles them to a change in Contract price or time or both, Contractor must request a Change Order in writing, and a Work Change Directive or Change Order must be authorized by the Owner prior to execution of any Work for which the Contractor claims a change in Contract price or time or both, as required in the General Conditions.

SPECIFICATION SECTION: _____

DRAWING # & DETAIL: _____

DESCRIPTION:

The required advance notice for the roadway closure has been reduced from seven (7) days to four (4) days to allow the contractor to close the intersection beginning Monday, June 22, 2026.

Requirements Prior to Closure:

- Welch Comer must review and approve the construction schedule prior to the roadway closure.
- The contractor is responsible for providing all required advance notifications to emergency services, the postal service, and any other entities required by the Contract Documents. All required notifications must be completed prior to the roadway closure.

ATTACHMENTS:

N/A

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

WELCH COMER ENGINEERS FIELD ORDER

FIELD ORDER NUMBER: 03

PROJECT: Honeysuckle Ave & Ramsey RD RAB Improvements PROJECT NUMBER: 41014.14

DATE ISSUED: 7/7/2026 TIME ISSUED: 12:30 pm

ISSUED BY: Ryland Hoit, E.I.T. BY: Ryland Hoit
(Name & Title) (Signature)

TO: LaRiviere, Inc. RECEIVED BY: Sam Brown DATE: 7/9/26
(Contractor) (Signature)

Contractor shall incorporate the following instructions or clarifications in the details of the Work with no changes in Contract price or time.

If Contractor believes that this Field Order entitles them to a change in Contract price or time or both, Contractor must request a Change Order in writing, and a Work Change Directive or Change Order must be authorized by the Owner prior to execution of any Work for which the Contractor claims a change in Contract price or time or both, as required in the General Conditions.

SPECIFICATION SECTION: N/A

DRAWING # & DETAIL: Roundabout Plans Sheet 21 of 44

DESCRIPTION:

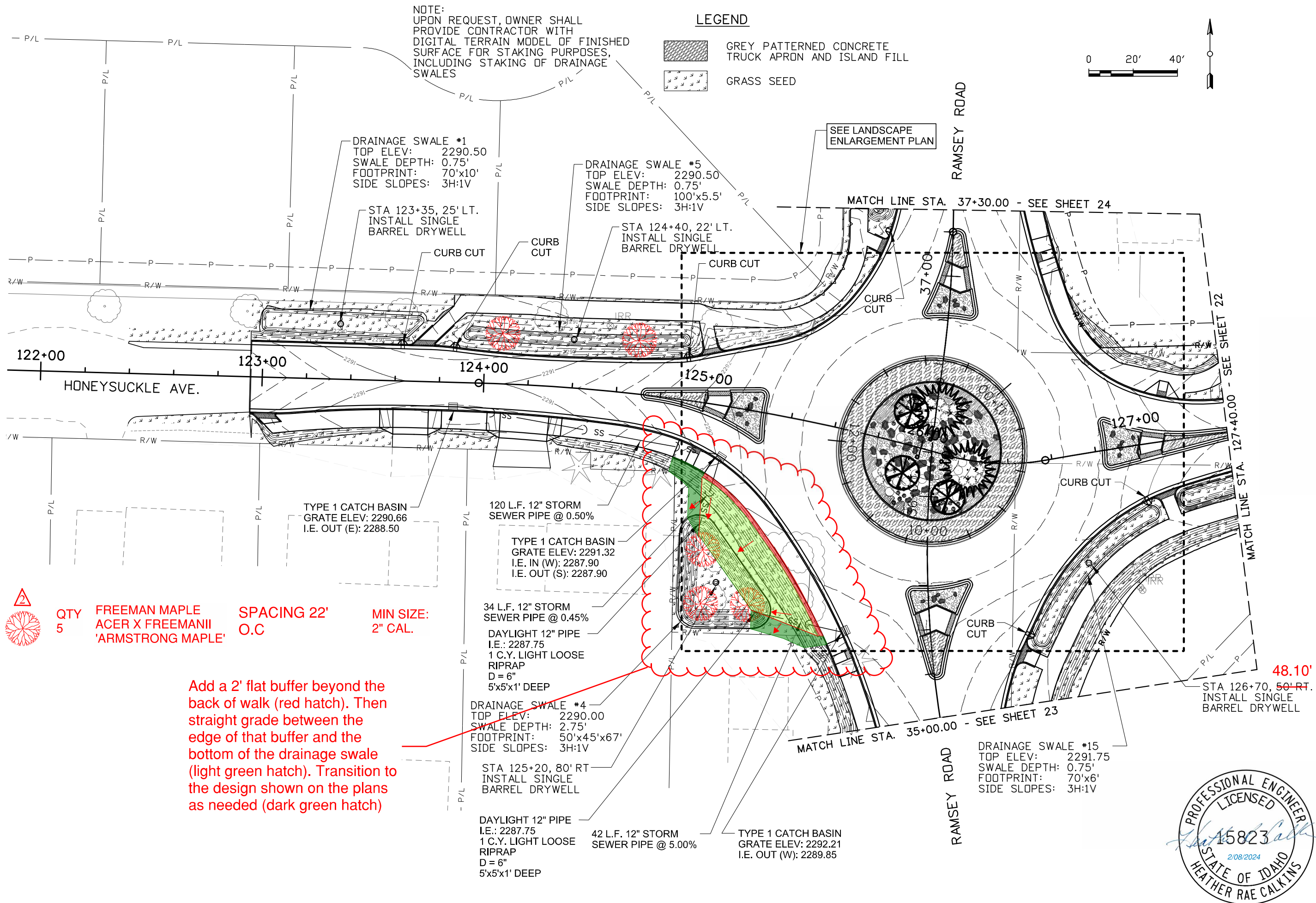
Stormwater pipes draining to the southwest drainage swale #4 will not have necessary cover if installed per plan. To obtain the necessary coverage, in the area around Drainage Swale #4 add a two (2) foot-wide flat buffer beyond the back of walk then straight grade between the edge of that buffer and the bottom of the drainage swale. See the attachment for location on plan sheets.

ATTACHMENTS:

Drainage and Landscape Plan, Sheet 21 of 44

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

2/8/2024 8:24:02 AM
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DRAINAGE AND LANDSCAPE PLAN
HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDBOUT IMPROVEMENTS
CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES INC.
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200



REVISIONS: APPD.

DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION
NUMBER:

SCALE:

PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 21

OF 44

WELCH COMER ENGINEERS FIELD ORDER

FIELD ORDER NUMBER: 05

PROJECT: Honeysuckle Ave & Ramsey RD RAB Improvements

PROJECT NUMBER: 41014.14

DATE ISSUED: 7/10/2026

TIME ISSUED: 9:15 am

ISSUED BY: Melissa Cleveland, PM
(Name & Title)

BY: 
(Signature)

TO: LaRiviere, Inc.
(Contractor)

RECEIVED BY: Sam Brown
(Signature)

DATE: 7/10/2026

Contractor shall incorporate the following instructions or clarifications in the details of the Work with no changes in Contract price or time.

If Contractor believes that this Field Order entitles them to a change in Contract price or time or both, Contractor must request a Change Order in writing, and a Work Change Directive or Change Order must be authorized by the Owner prior to execution of any Work for which the Contractor claims a change in Contract price or time or both, as required in the General Conditions.

SPECIFICATION SECTION: _____

DRAWING # & DETAIL: Roundabout Plan Sheets 16, 17, 18, 19

DESCRIPTION:

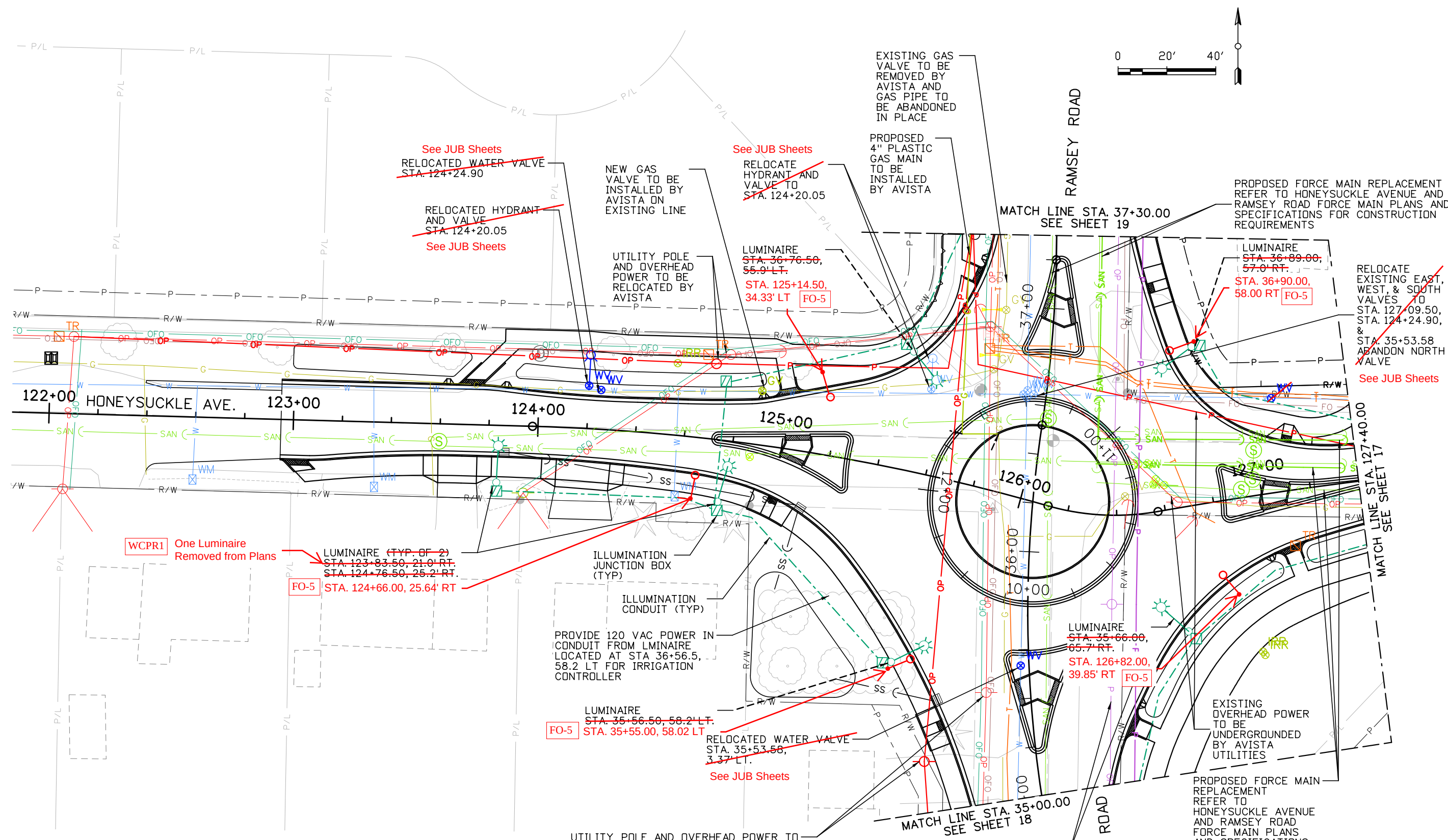
The final light pole locations have been shifted per the attached plan sheet markups. This is separate from Work Change Proposal Request 1 that eliminated lights.

ATTACHMENTS:

Roundabout plan sheets 16, 17, 18, and 19 with redlines.

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

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- LEGEND**
- P AVISTA UTILITIES - UNDERGROUND POWER
 - G AVISTA UTILITIES - GAS
 - OP AVISTA UTILITIES - OVERHEAD POWER
 - OFO TIME WARNER - AERIAL COAX AND FIBER
 - OP KOOTENAI ELECTRIC CO-OP - OVERHEAD POWER
 - P KOOTENAI ELECTRIC CO-OP - UNDERGROUND POWER
 - T FRONTIER - UNDERGROUND TELEPHONE
 - FDS - UNDERGROUND FIBER
 - OFO TDS - OVERHEAD FIBER
 - W HAYDEN LAKE IRRIGATION DISTRICT - WATER
 - SAN HAYDEN AREA REGIONAL SEWER BOARD - SANITARY SEWER
 - ILLUMINATION CONDUIT



UTILITY PLAN

**HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDAABOUT IMPROVEMENTS**

CITY OF HAYDEN, IDAHO

**DAVID EVANS
AND ASSOCIATES INC.**
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200

REVISIONS: APPD.

WCPR1, 7-1-26	
WCPR2, 7-8-26	

DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION NUMBER:

SCALE:

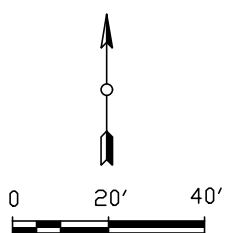
PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 16

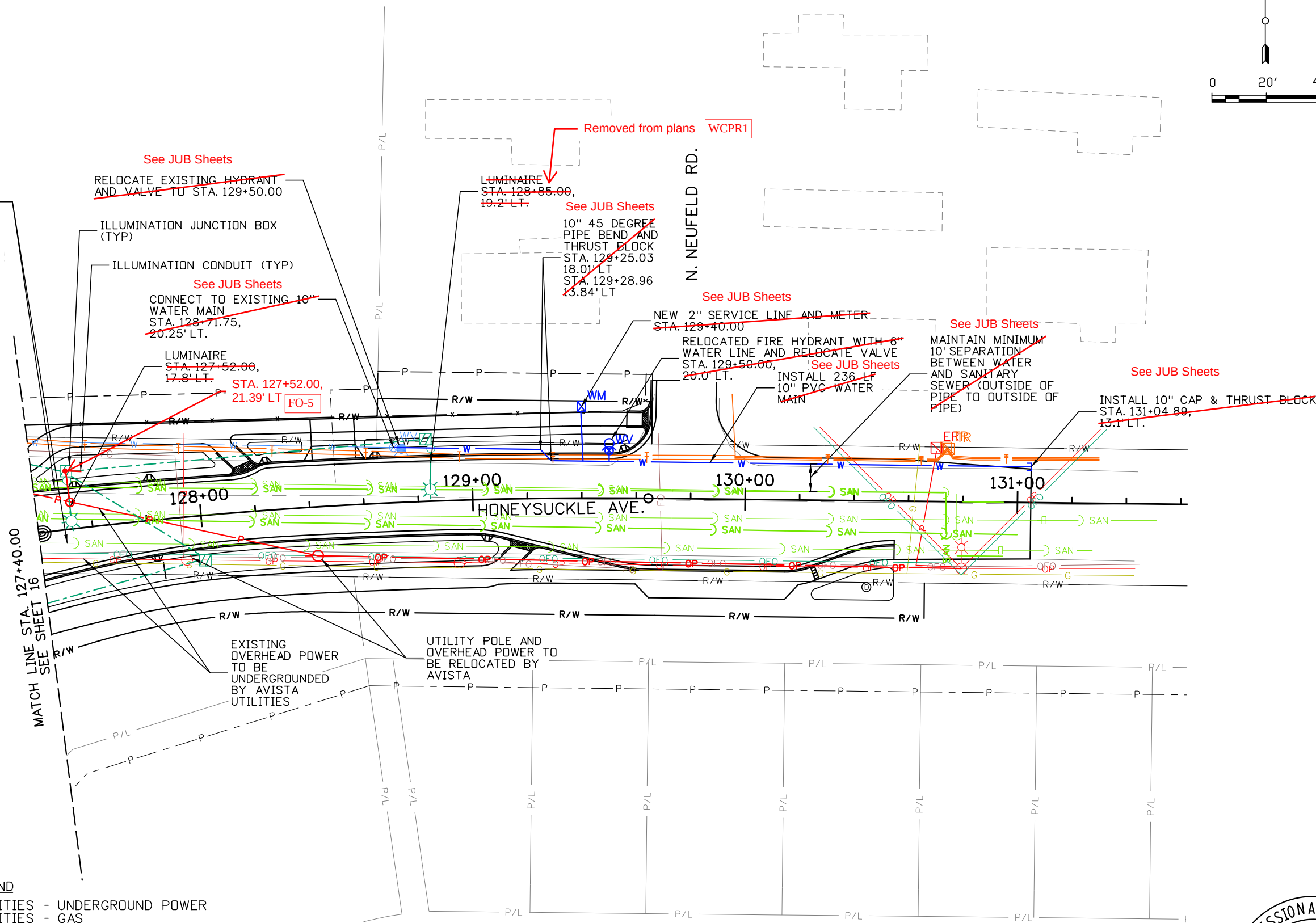
OF 44

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NOTE: COORDINATE ALL WATER LINE IMPROVEMENTS WITH HAYDEN LAKE IRRIGATION DISTRICT PRIOR TO BEGINNING ANY WORK.



PROPOSED FORCE MAIN REPLACEMENT
REFER TO HONEYSUCKLE AVENUE AND RAMSEY ROAD FORCE MAIN PLANS AND SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS



LEGEND

- P AVISTA UTILITIES - UNDERGROUND POWER
- G AVISTA UTILITIES - GAS
- OP AVISTA UTILITIES - OVERHEAD POWER
- OFO TIME WARNER - AERIAL COAX AND FIBER
- OP KOOTENAI ELECTRIC CO-OP - OVERHEAD POWER
- P KOOTENAI ELECTRIC CO-OP - UNDERGROUND POWER
- T FRONTIER - UNDERGROUND TELEPHONE
- FO TDS - UNDERGROUND FIBER
- OFO TDS - OVERHEAD FIBER
- W HAYDEN LAKE IRRIGATION DISTRICT - WATER
- SAN HAYDEN AREA REGIONAL SEWER BOARD - SANITARY SEWER
- ILLUMINATION CONDUIT

UTILITY PLAN
HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDAABOUT IMPROVEMENTS
CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES INC.
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone 208.762.2200



REVISIONS:	APPD.
WCPR1, 7-1-26	
WCPR2, 7-8-26	

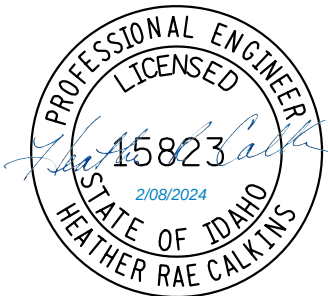
DATE: 2/08/24
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CHECKED: DLW
REVISION NUMBER:

SCALE:

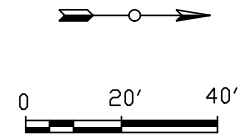
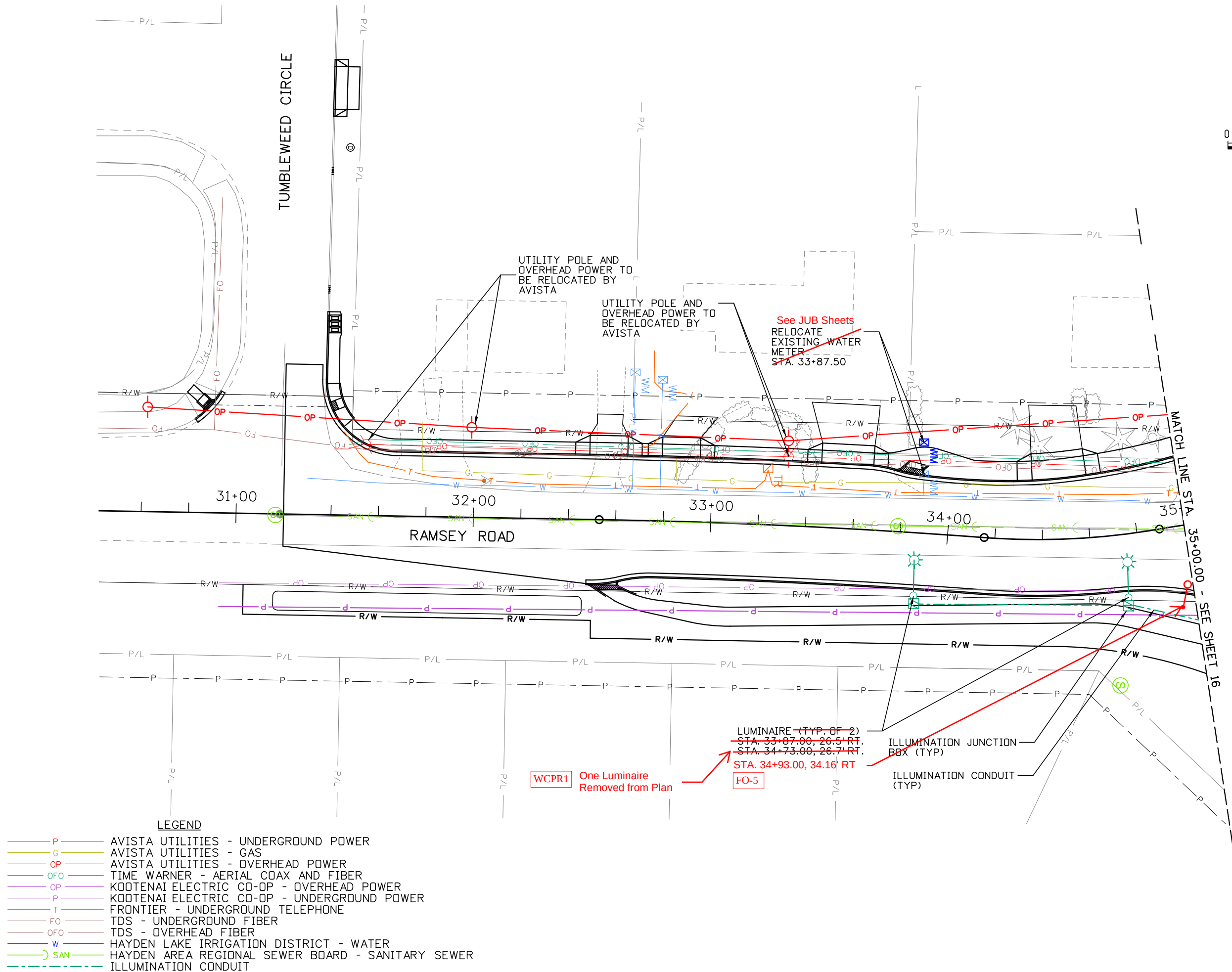
PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 17

OF 44



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LEGEND

- P AVISTA UTILITIES - UNDERGROUND POWER
- G AVISTA UTILITIES - GAS
- OP AVISTA UTILITIES - OVERHEAD POWER
- OFO TIME WARNER - AERIAL COAX AND FIBER
- QP KOOTENAI ELECTRIC CO-OP - OVERHEAD POWER
- P KOOTENAI ELECTRIC CO-OP - UNDERGROUND POWER
- T FRONTIER - UNDERGROUND TELEPHONE
- FO TDS - UNDERGROUND FIBER
- OFO TDS - OVERHEAD FIBER
- W HAYDEN LAKE IRRIGATION DISTRICT - WATER
- SAN HAYDEN AREA REGIONAL SEWER BOARD - SANITARY SEWER
- ILLUMINATION CONDUIT

UTILITY PLAN
HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDBABOUT IMPROVEMENTS
CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES INC.
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200



REVISIONS:	APPD.
WCPR1, 7-1-26	
WCPR2, 7-8-26	

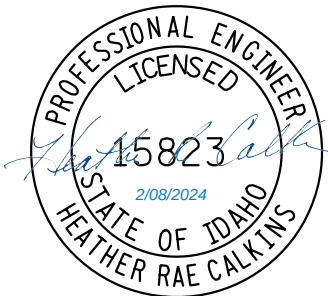
DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION NUMBER:

SCALE:

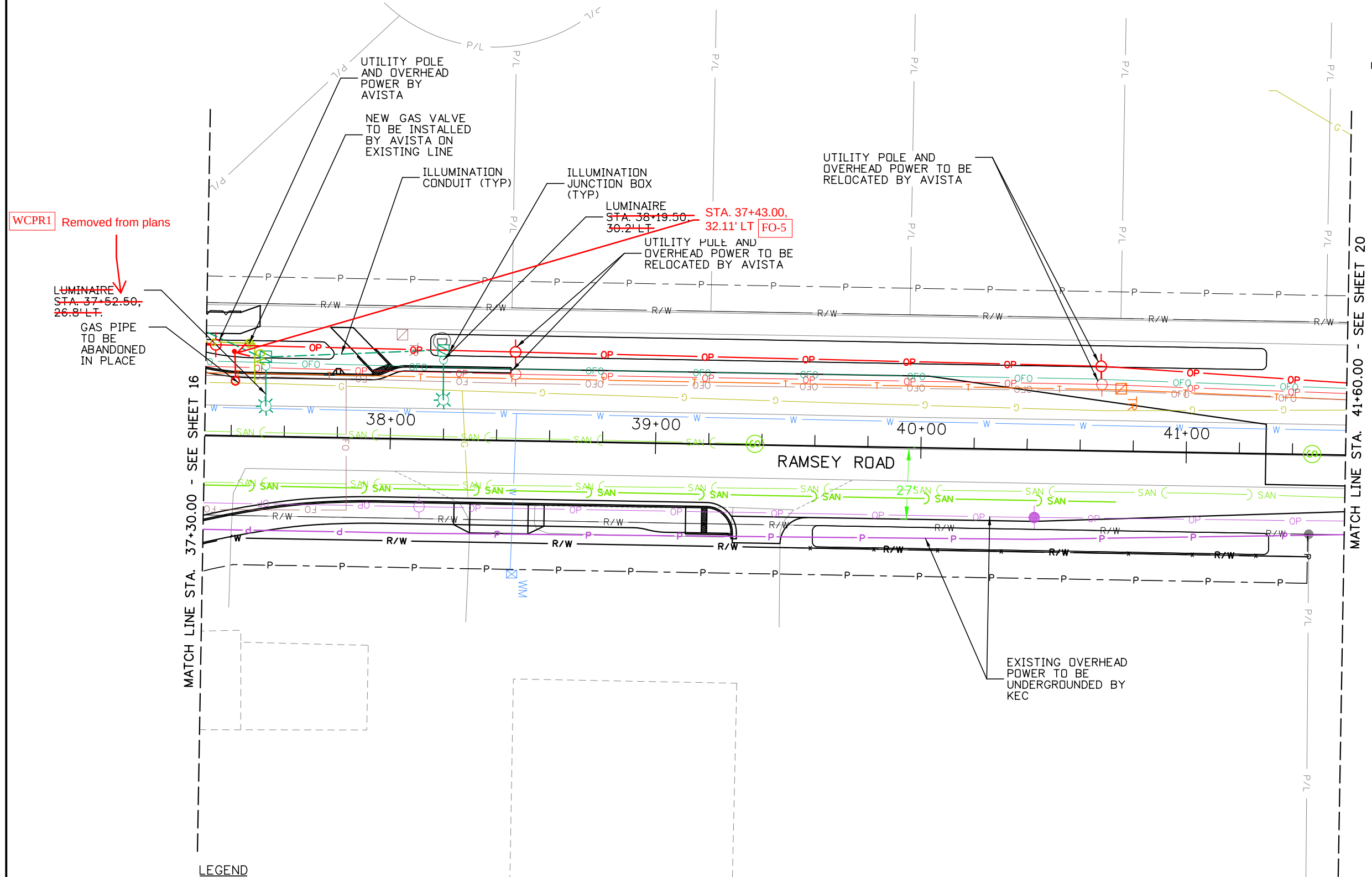
PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 18

OF 44



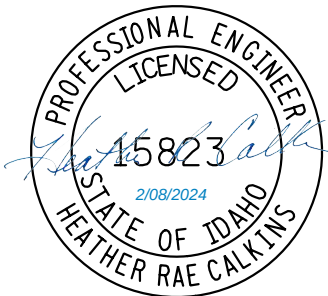
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WCPR1 Removed from plans

LEGEND

- P AVISTA UTILITIES - UNDERGROUND POWER
- G AVISTA UTILITIES - GAS
- OP AVISTA UTILITIES - OVERHEAD POWER
- OFO TIME WARNER - AERIAL COAX AND FIBER
- OP KOOTENAI ELECTRIC CO-OP - OVERHEAD POWER
- P KOOTENAI ELECTRIC CO-OP - UNDERGROUND POWER
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- W HAYDEN LAKE IRRIGATION DISTRICT - WATER
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- - - ILLUMINATION CONDUIT



UTILITY PLAN
HONEYSUCKLE AVENUE & RAMSEY ROAD
ROUNDBABOUT IMPROVEMENTS
CITY OF HAYDEN, IDAHO



DAVID EVANS
AND ASSOCIATES INC.
663 W. CANFIELD AVE.
COEUR D'ALENE ID 83315
Phone: 208.762.2200



REVISIONS:	APPD.
WCPR1, 7-1-26	
WCPR2, 7-8-26	

DATE: 2/08/24
DESIGN: WES/HRC
DRAWN: WES/HRC
CHECKED: DLW
REVISION NUMBER:

SCALE:

PROJECT NUMBER:
HAYF0000-0015

SHEET NO. 19

WELCH COMER ENGINEERS FIELD ORDER

FIELD ORDER NUMBER: 09

PROJECT: Honeysuckle Ave & Ramsey RD RAB Improvements PROJECT NUMBER: 41014.14

DATE ISSUED: 7/24/2026 TIME ISSUED: 1:30 pm

ISSUED BY: Melissa Cleveland, P.E. BY: 
(Name & Title) (Signature)

TO: LaRiviere, Inc. RECEIVED BY: _____ DATE: _____
(Contractor) (Signature)

Contractor shall incorporate the following instructions or clarifications in the details of the Work with no changes in Contract price or time.

If Contractor believes that this Field Order entitles them to a change in Contract price or time or both, Contractor must request a Change Order in writing, and a Work Change Directive or Change Order must be authorized by the Owner prior to execution of any Work for which the Contractor claims a change in Contract price or time or both, as required in the General Conditions.

SPECIFICATION SECTION: N/A

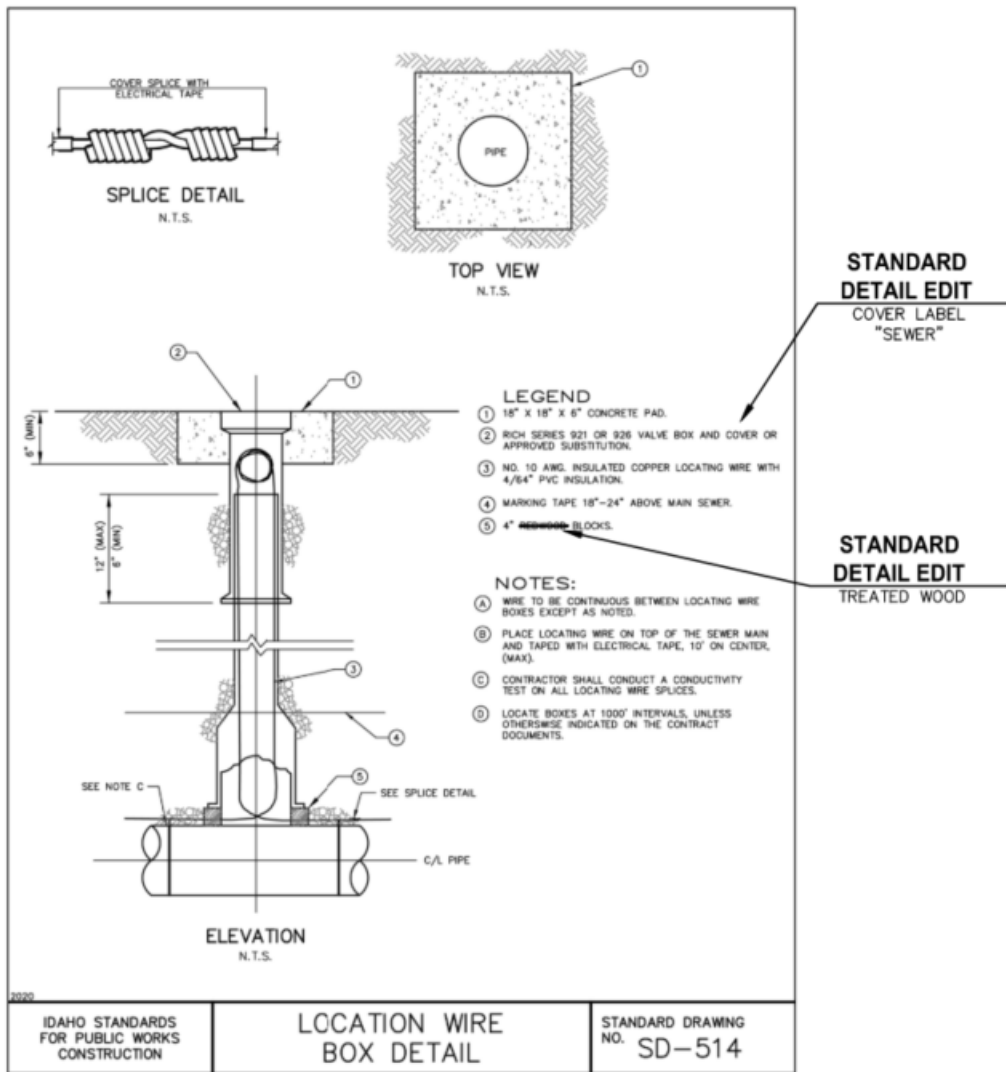
DRAWING # & DETAIL: See attached Exhibit

DESCRIPTION:

The JUB plans require tracer wire along the force main. This valve can is needed to bring the tracer wire to the surface. HARSB is planning on providing the valve can and riser for the Contractor's use.

Location: north end of Ramsey where the force main ties in (Sta. ~40+25)

ATTACHMENTS:



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

- G. Acceptance of the Grant of Easement, Dedication of Right-of-Way, and Associated Infrastructure from 5HCAC Investments, LLC



To: Mayor and Hayden City Council

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

Date: 8/5/2026

Agenda Item: Acceptance of the Grant of Easement and Right-of-Way and Associated Infrastructure from 5HCAC Investments, LLC

Agenda Item Location

Consent

Background and Recommended Action or Motion

5HCAC Investments, LLC (5HAC) received a non-residential building and site permit at 10409 N Atlas Road and has provided the grant of easement, dedication of rights-of-way, and constructed the frontage improvements as required by Hayden City Code 11-4-7(c).

The infrastructure constructed pending the City's acceptance is generally described as:

- Additional lane width, curb and gutter, swale and sidewalk along the property's Atlas Road Frontage, and
- 500 linear feet of a 24' wide Phantom Drive extension, with curb and gutter, swale, and sidewalk on the south half of the road, and
- Approximately 1,060 linear feet of 8" gravity sewer in Phantom Drive.

Staff recommends the City Council accept the infrastructure, grant of easement, and dedication of rights-of-way and permit the Mayor to sign on behalf of the City prior to recording with Kootenai County.

Functional Impact of Authorizing

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

Functional Impact of Not Authorizing

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

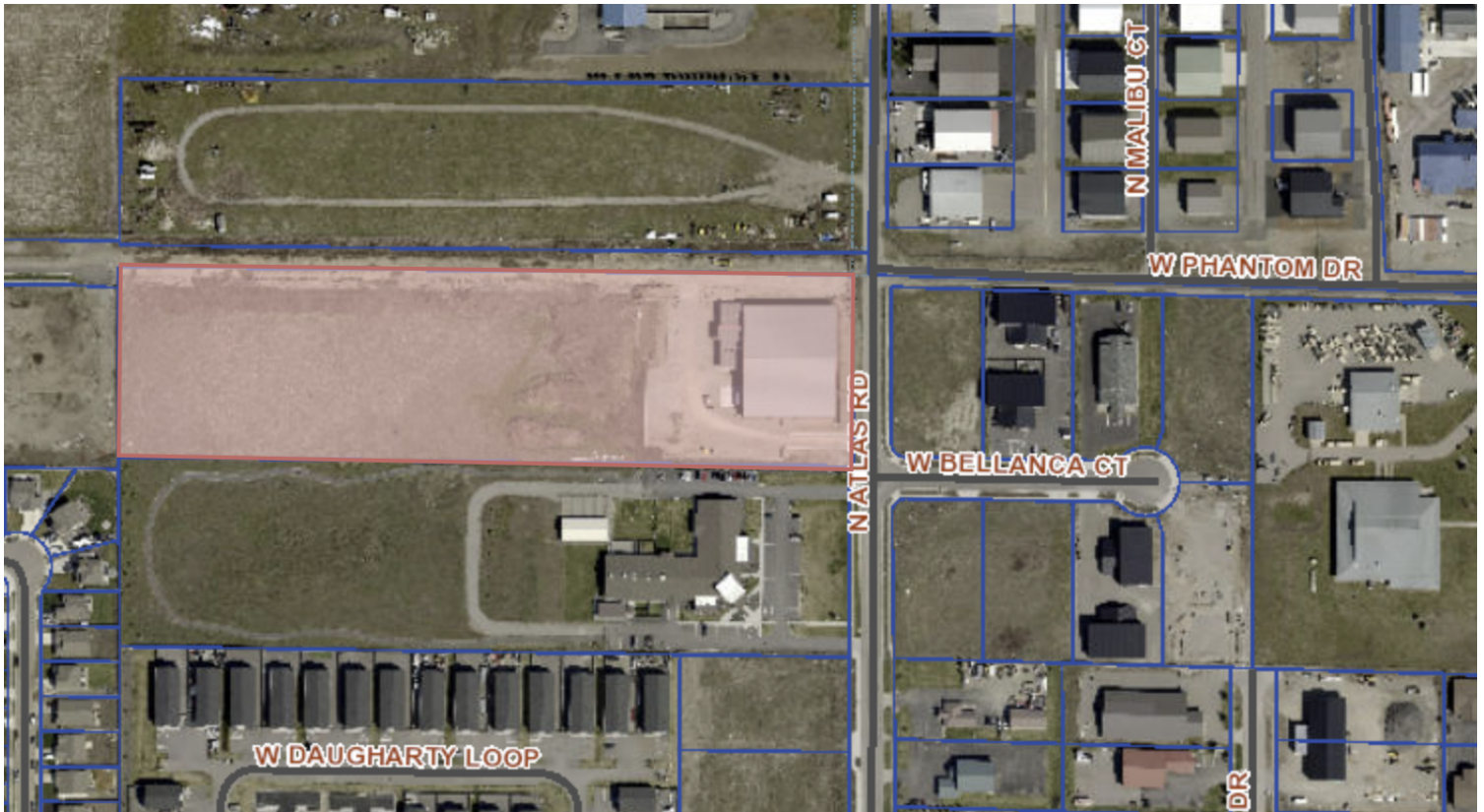
Fiscal Impact

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

Attachment

Grant of Easement and Right-of-Way Dedication

Figure 1 - Vicinity Map



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

Document Title: GRANT OF EASEMENT
Grantor(s): 5HAC INVESTMENTS, LLC
Grantee(s): City of Hayden
Legal Description: N2-N2-NE-SE
Assessor's Tax Parcel Number: H-0000-016-7200

GRANT OF EASEMENT

The Grantor(s), **5HAC INVESTMENTS, LLC**, in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration of which is hereby acknowledged, hereby grants unto the **CITY OF HAYDEN**, a municipal corporation, and its assigns, an easement, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater, snow storage and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the easement and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

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

Said lands being situated in the City of Hayden, Kootenai County, State of Idaho, legally described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

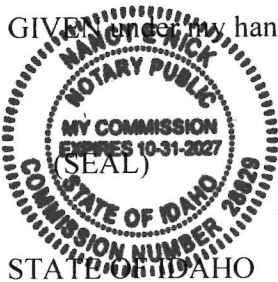
STATE OF IDAHO)

) ss

County of Kootenai)

On this 22 day of October 2025 before me, a Notary for the state of Idaho, personally appeared Richard M. Hackett known, or identified to be a member of 5HAC INVESTMENTS, LLC, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that are authorized to execute said instrument.

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



Nancy E. Nick
Notary Public in and for the State of Idaho

Residing at: Post Falls, ID

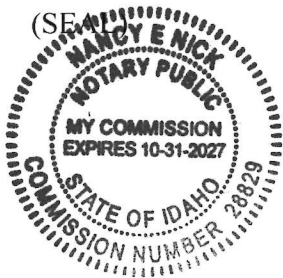
STATE OF IDAHO)

) ss

County of Kootenai)

On this 22 day of October 2025 before me, a Notary for the state of Idaho, personally appeared Michele Hackett known, or identified to be a member of 5HAC INVESTMENTS, LLC the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that are authorized to execute said instrument.

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



Nancy E. Nick
Notary Public in and for the State of Idaho

Residing at: Post Falls, ID

**Grant of Easement
Legal Description
Exhibit A**

A parcel of land located in the North Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 16, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 16, Township 51 North, Range 4 West, Boise Meridian, from which the southeast corner of said Southeast Quarter of Section 16, bears South 01° 58' 50" East, a distance of 2653.65 feet;

Thence South 88° 57' 28" West along the north line of said Southeast Quarter of Section 16, a distance of 1304.53;

Thence South 01° 42' 46" East leaving said north line of said Southeast Quarter of Section 16, a distance of 37.50 feet to the **Point of Beginning**;

Thence North 88° 57' 28" East parallel to and 37.50 feet south of the north line of said Southeast Quarter of Section 16, a distance of 1239.66 feet to the beginning of a tangent curve to the right having a chord bearing of South 46° 30' 41" East, a chord distance of 39.27 feet;

Thence continuing along said tangent curve to the right with a radius of 28.00 feet, through a central angle of 89° 03' 42", an arc distance of 43.52 feet;

Thence South 01° 58' 50" East parallel to and 37.50 feet west of the east line of said Southeast Quarter of Section 16, a distance of 266.31 feet;

Thence South 89° 03' 20" West, a distance of 10.00 feet;

Thence North 01° 58' 50" West parallel to and 47.50 feet west of the east line of said Southeast Quarter of Section 16, a distance of 266.13 feet to the beginning of a tangent curve to the left having a chord bearing of North 46° 30' 41" West, a chord distance of 25.25 feet;

Thence continuing along said tangent curve to the left with a radius of 18.00 feet, through a central angle of 89° 03' 42", an arc distance of 27.98 feet;

Thence South 88° 57' 28" West parallel to and 47.50 feet south of said north line of the Southeast Quarter of Section 16, a distance of 1239.54 feet;

Thence North 01° 42' 46" West, a distance of 10.00 feet to the **Point of Beginning**;

Containing 15,416 square feet or 0.354 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC



DATE
9/19/2025
JOB #
2024-238

CURVE TABLE

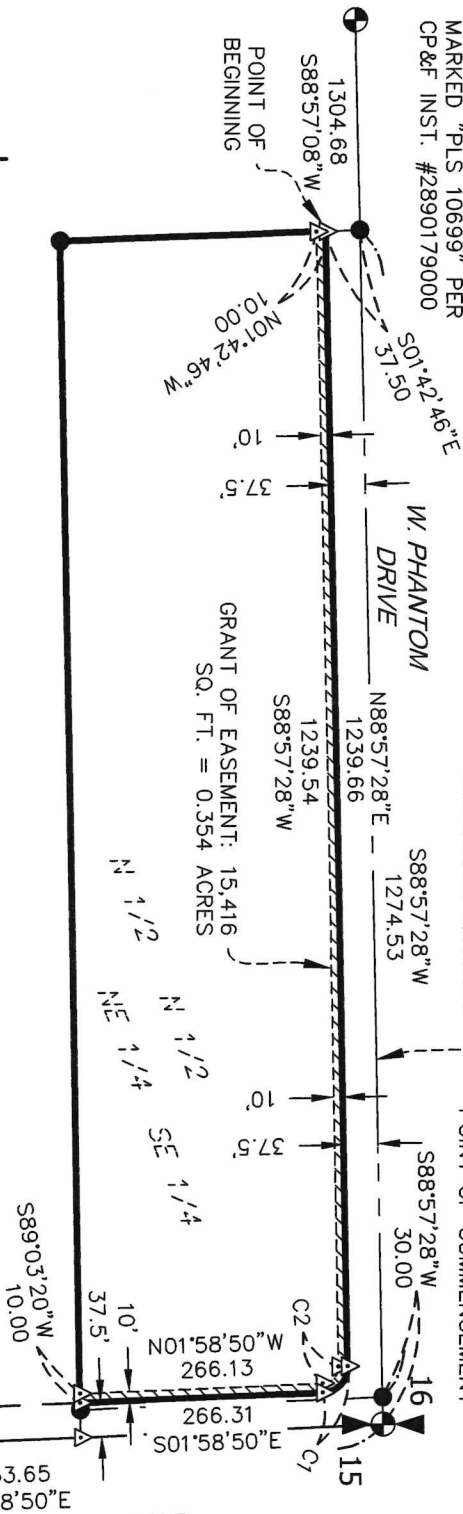
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	43.52	28.00	89°03'42"	S46°30'41"E	39.27
C2	27.98	18.00	89°03'42"	N46°30'41"W	25.25

CENTER QUARTER

FOUND 2" ALUMINUM CAP
MARKED "PLS 10699" PER
CP&F INST. #2890179000

QUARTER CORNER

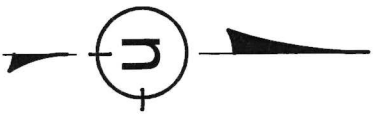
FOUND 2 1/2" ALUMINUM CAP
MARKED "PLS 10699" PER
CP&F INST. #2669043000
POINT OF COMMENCEMENT



BASIS OF BEARINGS

GRANT OF EASEMENT EXHIBIT B

CITY OF HAYDEN
KOOTENAI COUNTY, IDAHO
SECTION 16, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN



SECTION CORNER
FOUND 3 1/2" ALUMINUM
CAP MARKED "PLS 4182" PER
CP&F INST. #2466168000



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

Document Title: RIGHT-OF-WAY DEDICATION DEED
Grantor(s): 5HAC INVESTMENTS, LLC
Grantee(s): City of Hayden
Legal Description: N2-N2-NE-SE
Assessor's Tax Parcel Number: H-0000-016-7200

RIGHT-OF-WAY DEDICATION DEED

The Grantor(s), **5HAC INVESTMENTS, LLC**, in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration of which is hereby acknowledged, hereby grants unto the **CITY OF HAYDEN**, a municipal corporation, and its assigns, a public right-of-way, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

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

Said lands being situated in the City of Hayden, Kootenai County, State of Idaho, legally described on **Exhibit "A"** attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the property hereby conveyed.

It is understood and agreed that delivery of this Deed is hereby tendered and that the

terms and obligations hereof shall not become binding upon the City of Hayden unless and until accepted and approved hereon in writing for the City of Hayden, by the Mayor.

CITY OF HAYDEN

Attest:

City Clerk

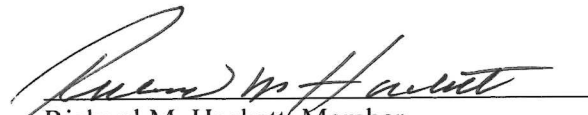
By: _____
Mayor

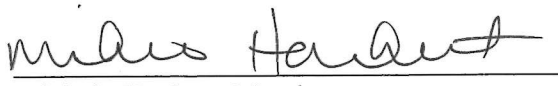
Date: _____

DATED this 22 day of October, 2025.

GRANTORS

5HAC INVESTMENTS, LLC
an Idaho limited liability company


Richard M. Hackett, Member


Michele Hackett, Member

STATE OF IDAHO)

) ss

County of Kootenai)

On this 22 day of October 2025, before me, a Notary for the state of Idaho, personally appeared Richard M. Hackett known, or identified to be a member of 5HAC INVESTMENTS, LLC, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that are authorized to execute said instrument.

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



Nancy E. Nick
Notary Public in and for the State of Idaho
Residing at: Don't feel it

STATE OF IDAHO)

) ss

County of Kootenai)

On this 22 day of October 2025, before me, a Notary for the state of Idaho, personally appeared Michele Hackett known, or identified to be a member of 5HAC INVESTMENTS, LLC, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that are authorized to execute said instrument.

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



Nancy E. Nick
Notary Public in and for the State of Idaho
Residing at: Don't feel it

**Right-of-Way Dedication
Legal Description
Exhibit A**

A parcel of land located in the North Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 16, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 16, Township 51 North, Range 4 West, Boise Meridian, from which the southeast corner of said Southeast Quarter of Section 16, bears South 01°58'50" East, a distance of 2653.65 feet;

Thence South 88°57'28" West along the north line of said Southeast Quarter of Section 16, a distance of 30.00 feet to a point on the westerly right-of-way line of N. Atlas Road and the **Point of Beginning**;

Thence South 01°58'50" East leaving said north line of the Southeast Quarter of Section 16, parallel to and 30.00 feet west of the east line of said Southeast Quarter of Section 16, and along said westerly right-of-way line of N. Atlas Road, a distance of 331.37 feet;

Thence South 89°03'20" West leaving said westerly right-of-way line of N. Atlas Road, a distance of 7.50 feet;

Thence North 01°58'50" West parallel to and 37.50 feet west of the east line of said Southeast Quarter of Section 16, a distance of 266.31 feet to the beginning of a tangent curve to the left having a chord bearing of North 46°30'41" West, a chord distance of 39.27 feet;

Thence continuing along said tangent curve to the left with a radius of 28.00 feet, through a central angle of 89°03'42", an arc distance of 43.52 feet;

Thence South 88°57'28" West parallel to and 37.50 feet south of the north line of said Southeast Quarter of Section 16, a distance of 1239.66 feet;

Thence North 01°42'46" West, a distance of 37.50 feet to said north line of the Southeast Quarter of Section 16;

Thence North 88°57'28" East along said north line of the Southeast Quarter of Section 16, a distance of 1274.53 feet to the **Point of Beginning**

Containing 50,164 square feet or 1.152 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC



[Handwritten Signature]
9/19/25

9/19/2025

2024-238

CURVE TABLE

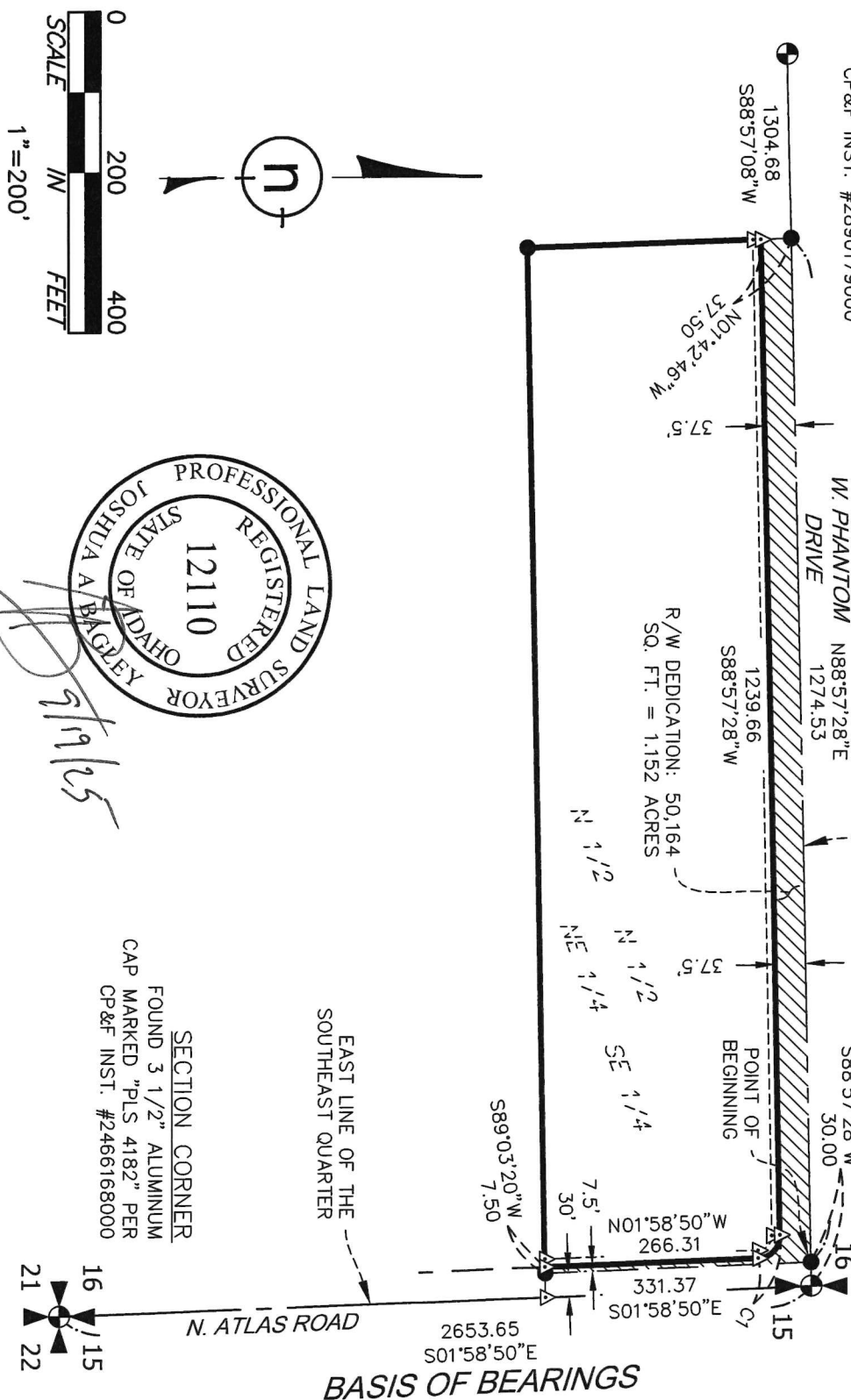
	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	43.52	28.00	89°03'42"	N46°30'41"W	39.27

CENTER QUARTER

FOUND 2" ALUMINUM CAP
MARKED "PLS 10699" PER
CP&F INST. #2890179000

QUARTER CORNER

END 2 1/2" ALUMINUM CAP
MARKED "PLS 10699" PER
CP&F INST. #2669043000
POINT OF COMMENCEMENT



RIGHT-OF-WAY DEDICATION EXHIBIT B

CITY OF HAYDEN

KOOTENAI COUNTY, IDAHO

SECTION 16, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN



H. Acceptance of the Grant of Easement and Dedication of Right-of-Way from Michael Wendland



To: Mayor and Hayden City Council

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

Date: 8/5/2026

Agenda Item: Acceptance of the Grant of Easement and Right-of-Way from Michael Wendland

Agenda Item Location

Consent

Background and Recommended Action or Motion

Michael Wendland received a residential building at 167 E Dakota Avenue and has provided the grant of easement, dedication of rights-of-way as required by Hayden City Code 11-4-7(c).

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

Functional Impact of Authorizing

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

Functional Impact of Not Authorizing

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

Fiscal Impact

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

Attachment

Grant of Easement and Right-of-Way Dedication

Figure 1 - Vicinity Map



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

Document Title: RIGHT-OF-WAY DEDICATION DEED
Grantor(s): Michael Wendland
Grantee(s): City of Hayden
Legal Description: AVONDALE, W 80 FT-E 169 FT-S 161.25 FT- TR 48, Section 13
Township 51N Range 04 W
Assessor's Tax Parcel Number: H045013048AF

RIGHT-OF-WAY DEDICATION DEED

The Grantor(s), **Michael Wendland, PO Box 3353 Post Falls, Idaho 83877**, in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration of which is hereby acknowledged, hereby grants unto the **CITY OF HAYDEN**, a municipal corporation, and its assigns, a public right-of-way, to be used for all lawful right of way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

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

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

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

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the property hereby conveyed.

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

CITY OF HAYDEN

Attest:

Abbi Sanchez, City Clerk

By: Alan Davis, Mayor

DATED this 28th day of July, 2026.

Michael Wendland

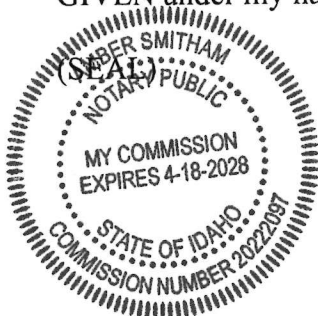
STATE OF IDAHO)

County of Kootenai)

) ss
)

On this 28th day of July, 2026, before me, a Notary for the State of Idaho, personally appeared Michael Wendland known, or identified to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

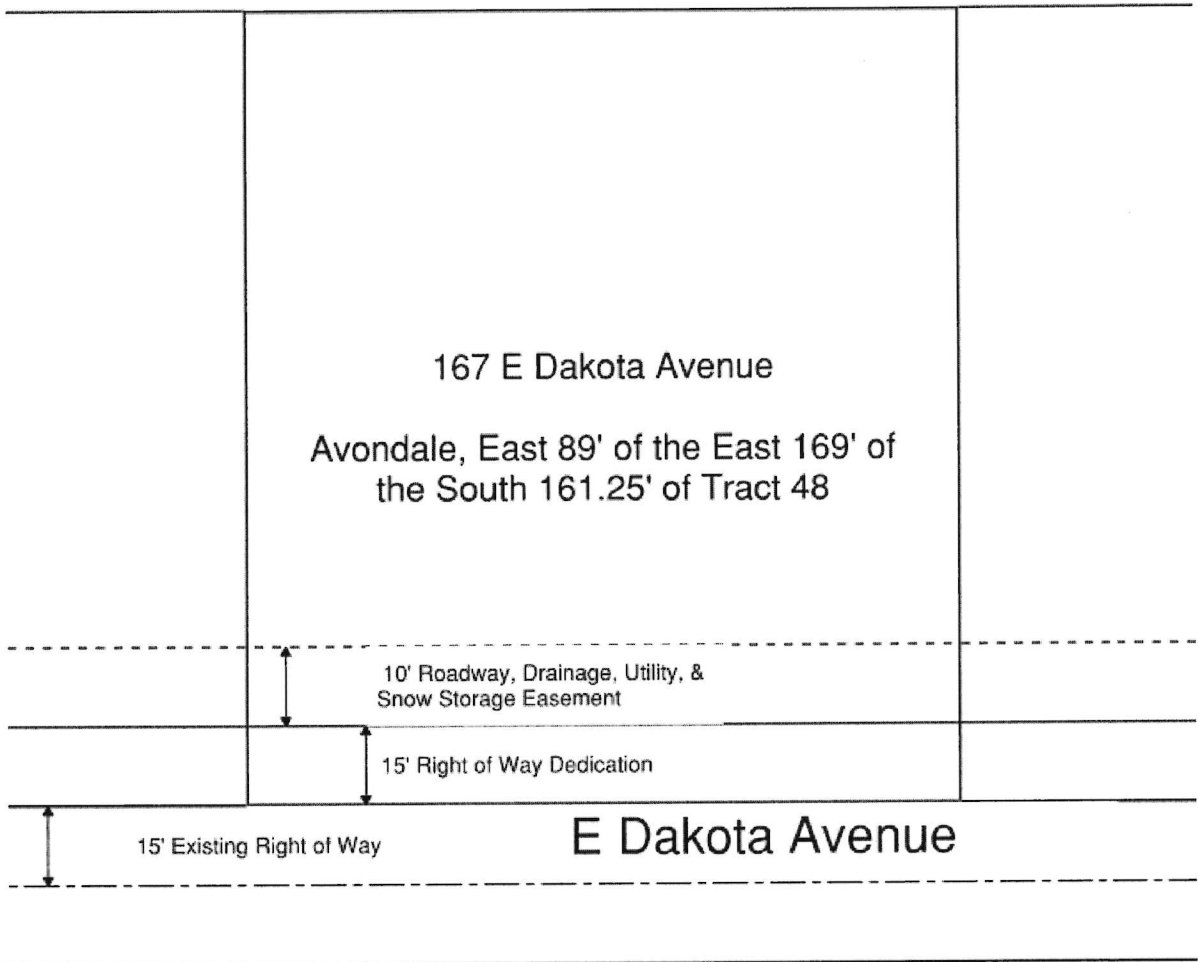


Amber Smitham
Notary Public in and for the State of Idaho,
Residing at: Hayden, ID
My commission expires: April 18, 2028

Exhibit "A"
Legal Description of the Dedication of Right-of-Way

The south 15' of the West 80 feet of the East 169 feet of the South 161.25 feet of Tract 48, Avondale, according to the Official Plat thereof, filed in the Book "B" of Plats at Page 132, Official records of Kootenai County Idaho.

EXHIBIT B
SKETCH



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

Document Title: GRANT OF EASEMENT
Grantor(s): *Michael Wendland*
Grantee(s): City of Hayden
Legal Description: AVONDALE, W 80 FT-E 169 FT-S 161.25 FT- TR 48, Section 13
Township 51N Range 04 W
Assessor's Tax Parcel Number: *H045013048AF*

GRANT OF EASEMENT

For VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged. *Michael Wendland* whose address is PO Box 3353 Post Falls, Idaho 83877, ("Grantor"), hereby grants unto the **CITY OF HAYDEN**, a municipal corporation, ("Grantee") whose address is 8930 N Government Way, Hayden, Idaho 83835, its successors and assigns, an easement, to be used for all lawful right-of-way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are unrestricted in location within the easement and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

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

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

For legal description and sketch, see Exhibits "A" and "B" attached hereto and made a part

hereof.

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

CITY OF HAYDEN

Attest:

Abbi Sanchez, City Clerk

By: Alan Davis, Mayor

DATED this 28th day of July, 2026.

GRANTOR:

Michael Wendland

STATE OF IDAHO)

County of Kootenai

) ss
)

On this 28th day of July, 2026, before me, a Notary for the State of Idaho, personally appeared Michael Wendland known, or identified to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

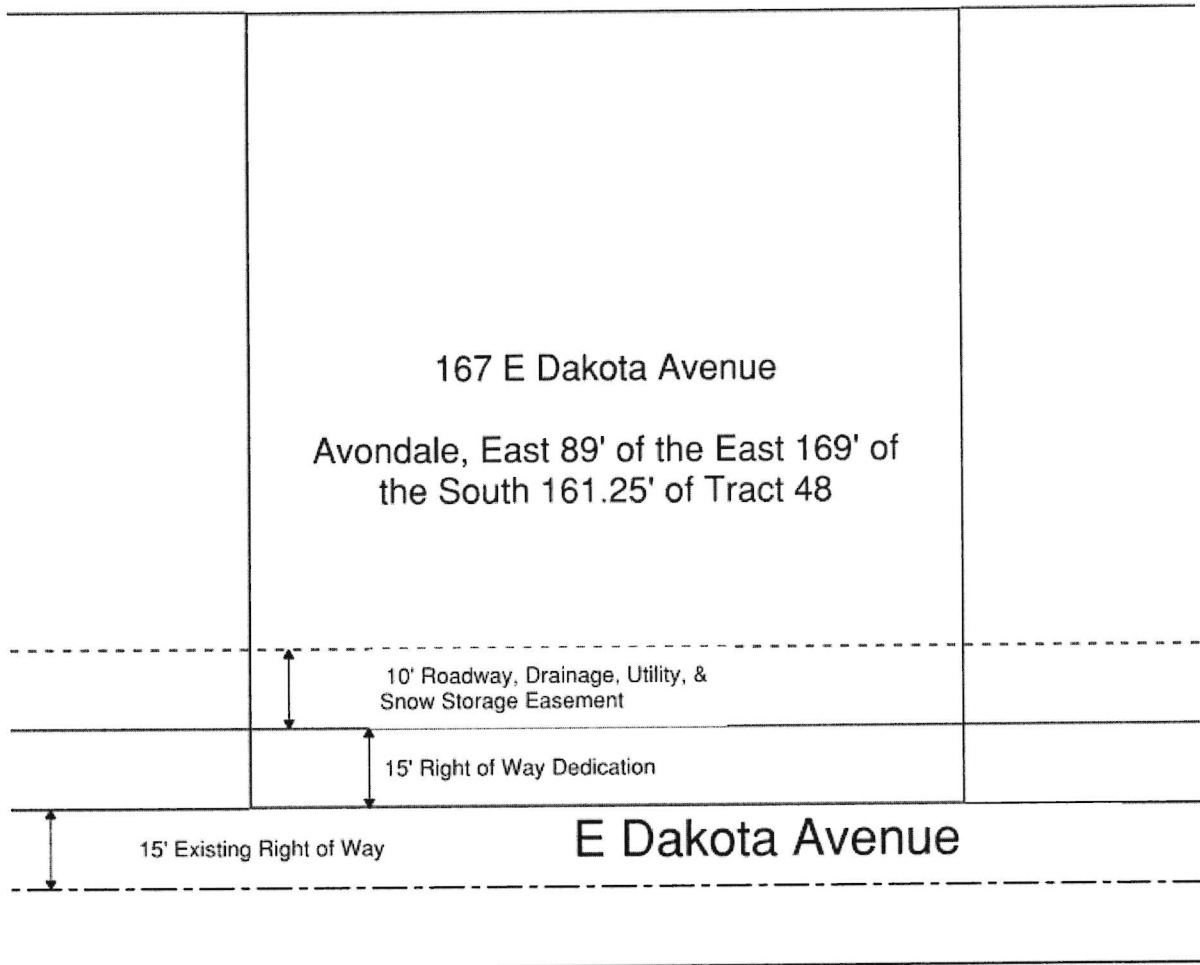


Amber Smitham
Notary Public in and for the State of Idaho,
Residing at: Hayden, ID
My commission expires: April 18, 2028

EXHIBIT A
LEGAL DESCRIPTION

The North 10 feet of the South 25 feet of the West 80 feet of the East 169 feet of the South 161.25 feet of Tract 48, Avondale, according to the Official Plat thereof, filed in the Book "B" of Plats at Page 132, Official records of Kootenai County Idaho.

EXHIBIT B
SKETCH



- I. Approval to Award Bid to and Contract with Thorco, Inc. for the Ramsey Rd - Hayden Ave Temporary Traffic Signal Project



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 8-11-2026

Agenda Item: Provide notice of award to Thorco, Inc. for the installation of a temporary traffic signal at the intersection of West Hayden Avenue and North Ramsey Road in an amount not to exceed \$142,925 and authorize the Mayor to execute a contract with Thorco, Inc. for this project.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Motion: Provide Notice of Award to Thorco, Inc. for the installation of a temporary traffic signal at the intersection of West Hayden Avenue and North Ramsey Road in an amount not to exceed \$142,925.00 and authorize the Mayor to execute a contract with Thorco, Inc. for this project.

Summary

The City is installing a temporary traffic signal at the intersection of West Hayden Avenue and North Ramsey Road. Per Idaho Code governing public works projects between \$100,000 and \$250,000, written bid solicitations were submitted to three licensed public works contractors. One bid was received in the amount of \$142,925.00.

Fiscal Impact

This project is part of the Hayden/Ramsey Temporary Signal project and funds are available for this project.

Budget Funding Source

GL 130-899-59838-8010 Hayden/Ramsey Intersection

Attachments

Notice of Award to Thorco, Inc. for installation temporary traffic signal at Hayden & Ramsey Intersection

City of Hayden
Hayden Avenue and Ramsey Road Temporary Traffic Signal Project

NOTICE OF AWARD

Date of Issuance: August 12, 2026
Owner: City of Hayden
Project: Hayden Avenue and Ramsey Road Temporary Traffic Signal Project
Bidder: Thorco, Inc.
Bidder's Address: P.O. Box 2167, Coeur d'Alene, Idaho 83816

You are notified that Owner has accepted your Bid dated **August 5, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Installation of a temporary two pole, diagonal span wire traffic signal system at the intersection of West Hayden Avenue and North Ramsey Road with 8 signal heads (2 signal heads in each direction), luminaires and luminaire extensions on each pole, control unit, detection, all wiring, guy anchor systems and materials, utility coordination, and all other work described in the specifications incorporated in the bid announcement.

The Contract Price of the awarded Contract is a lump sum in the amount of **\$142,925**.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **one (1)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **Certificate of Insurance naming the City of Hayden as an additional insured in an amount not less than \$1,000,000.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Hayden**

By *(signature)*: _____

Name *(printed)*: Alan Davis

Title: Mayor

J. Ratification of the July 2026 Payroll

CITY OF HAYDEN
COUNCIL PAYROLL REPORT
July 2026

August 11, 2026 Council Meeting

DESCRIPTION	PAYROLL	ADDITIONAL COSTS Paid by Employer
Employee Wages	\$205,835.90	
iii-A Dental Plan		3,610.00
iii-A Medical Plan		60,487.50
Health Savings Account	paid quarterly	4,250.00
Medicare		2,894.44
PERSI		23,676.26
Social Security		12,376.06
Beam Vision Plan		734.16
FSA/HRA Fees		136.00
TOTALS	\$205,835.90	\$108,164.42
	GRAND TOTAL	\$314,000.32

37 Full-Time Employees

1 Part-Time Employee

5 Mayor & Council

0 Active Duty Military

4 Seasonal/Temporary

7 Temps - Recreation

54 Total Employees

42 Benefit-Eligible Employees

40 on Medical & 42 on Dental

K. Ratification of Bills Paid

INVOICE REGISTER FOR CITY OF HAYDEN
 EXP CHECK RUN DATES 08/04/2026 - 08/04/2026
 POSTED AND UNPOSTED PAID
 BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number							
Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
	Description	Entered By					Post Date
	GL Distribution						
SEWER CAP FEE R							
00052308	ROSHCHUK PAUL, ROSCHCHUK ALLA	08/04/2026	08/04/2026	12,222.00	0.00	Paid	Y
	1375 E LOCH HAVEN	dcollins					08/04/2026
	211-344-22813	RES SEWER CAP FEE - HARSB		12,222.00			

# of Invoices:	1	# Due: 0	Totals:	12,222.00	0.00
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				12,222.00	0.00

--- TOTALS BY FUND ---

211 SEWER CAPITALIZATION FUND	12,222.00	0.00
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--- TOTALS BY DEPT/ACTIVITY ---

344 SEWERAGE CHARGES	12,222.00	0.00
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L. Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 08/11/2026 - 08/11/2026

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
9174093767 00052261	AIRGAS USA, LLC WIRE TBLR 110-531-56101	07/24/2026 llafleur STREET SHOP SUPPLIES	08/11/2026	77.69 77.69	77.69	Open	N 08/11/2026 77.69
16Q7-WXWM-Y1RP 00052277	AMAZON CAPITAL SERVICES, INC. ENVELOPES 110-721-58001-1153 110-711-56105	07/22/2026 llafleur SPECIAL EVENTS-HAYDEN DAYS PROGRAM EQUIPMENT/SUPPLIES	08/11/2026	58.00 29.00 29.00	58.00	Open	N 08/11/2026 29.00 29.00
1Y7H-7XWH-WCNK 00052293	AMAZON CAPITAL SERVICES, INC. OFFICE CHAIRS - PARKS 110-211-56101	07/31/2026 llafleur OFFICE SUPPLIES	08/11/2026	1,403.76 1,403.76	1,403.76	Open	N 08/11/2026 1,403.76
16YN-P61V-R1LD 00052303	AMAZON CAPITAL SERVICES, INC. SENO NOTEBOOK 110-211-56101	05/28/2026 llafleur OFFICE SUPPLIES	08/11/2026	8.82 8.82	8.82	Open	N 08/11/2026 8.82
13KM-PHV3-HYFF 00052331	AMAZON CAPITAL SERVICES, INC. CARDSTOCK & ENVELOPES 110-711-56105 110-721-58001-1161 110-111-58008	05/12/2026 llafleur PROGRAM EQUIPMENT/SUPPLIES SPECIAL EVENTS-ARBOR DAY VETERANS COMMISSION	08/11/2026	57.40 22.81 14.17 20.42	57.40	Open	N 08/11/2026 22.81 14.17 20.42
105672 00052298	AMERICAN MOBILE DRUG TESTING DRUG TESTING 110-511-55804	07/31/2026 llafleur PW STAFF MEDICAL TESTING	08/11/2026	170.00 170.00	170.00	Open	N 08/11/2026 170.00
1125279 00052304	AMERICAN ON-SITE SERVICES CROFOOT PARK 7/1/26-7/31/26 110-811-54104	07/31/2026 llafleur UTILITIES - PARKS	08/11/2026	754.00 754.00	754.00	Open	N 08/11/2026 754.00
1125281 00052305	AMERICAN ON-SITE SERVICES FINUCANE PARK 07/01/26-07/31/26 110-811-54104	07/31/2026 llafleur UTILITIES - PARKS	08/11/2026	115.00 115.00	115.00	Open	N 08/11/2026 115.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 08/11/2026 - 08/11/2026

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
I125282 00052306	AMERICAN ON-SITE SERVICES STODDARD PARK 7/1/26-7/31/26 110-811-54104	07/31/2026 llafleur	08/11/2026	416.00	416.00	Open	N 08/11/2026
	UTILITIES - PARKS			416.00		1.00	416.00
I125283 00052307	AMERICAN ON-SITE SERVICES MCINTIRE FAMILY PARK 7/1/26-7/31/26 110-811-54104	07/31/2026 llafleur	08/11/2026	115.00	115.00	Open	N 08/11/2026
	UTILITIES - PARKS			115.00		1.00	115.00
I125284 00052309	AMERICAN ON-SITE SERVICES BROADMOORE PARK 07/1/26-07/31/26 110-811-54104	07/31/2026 llafleur	08/11/2026	323.00	323.00	Open	N 08/11/2026
	UTILITIES - PARKS			323.00		1.00	323.00
I125285 00052310	AMERICAN ON-SITE SERVICES HONEYSUCKLE BEACH 07/1/26-07/31/26 112-241-54312	07/31/2026 llafleur	08/11/2026	754.00	754.00	Open	N 08/11/2026
	BOAT LAUNCH OPERATION/MAINTENANCE			754.00		1.00	754.00
14730 00052262	ARCHITECTS WEST, INC. MCINTIRE PARK MASTER PLAN MAY 1, 2026-MA 121-113-59332	06/01/2026 llafleur	08/11/2026	9,302.00	9,302.00	Open	N 08/11/2026
	MCINTIRE PARK			9,302.00		1.00	9,302.00
287294661101 07 00052341	AT&T MOBILITY LLC 4 MIFI DEVICES 110-813-56600	08/20/2026 llafleur	08/11/2026	156.86	156.86	Open	N 08/11/2026
	EMERGENCY PREPAREDNESS			156.86		1.00	156.86

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
2021240000 JULY 00052362	AVISTA 61 ACCOUNTS ON MASTER	07/16/2026	08/11/2026	24,293.61	24,293.61	Open	N 08/11/2026
	110-532-56220-0050	11afleur					
	STREET LIGHTING & SIGNAL UTILITIES			17,513.64		1.00	17,513.64
	110-811-54102	UTILITIES - CITY HALL		920.79		1.00	920.79
	110-811-54103	UTILITIES - STREETS		495.16		1.00	495.16
	110-532-54305	GRAVEL PIT MAINTENANCE		35.36		1.00	35.36
	110-811-54105	UTILITIES - HURA PARKING LOT		38.82		1.00	38.82
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		84.16		1.00	84.16
	210-247-57000	LEISURE PARK LS UTIL		128.63		1.00	128.63
	210-247-57003	WOODLAND MEADOWS LS UTIL		746.89		1.00	746.89
	210-247-57005	H-2 WALMART PS UTIL		563.74		1.00	563.74
	210-247-57007	CORNERSTONE LS UTIL		36.60		1.00	36.60
	210-247-57009	H-1 LIFT STATION UTIL		1,199.37		1.00	1,199.37
	210-247-57011	EMERALD OAKS LS UTIL		69.52		1.00	69.52
	210-247-57013	H-5 STRAWBERRY FLDS PS UTIL		323.30		1.00	323.30
	210-247-57014	MOONRIDGE LS UTIL		92.60		1.00	92.60
	210-247-57015	RILEY PLACE LS UTIL		53.96		1.00	53.96
	210-247-57016	HEATHERSTONE LS UTIL		55.50		1.00	55.50
	210-247-57017	GIANNA LS UTIL		43.41		1.00	43.41
	210-247-57018	MAPLE GROVE LS UTIL		98.01		1.00	98.01
	210-247-57020	H-7 CARRINGTON MEADOWS LS UTIL		20.87		1.00	20.87
	110-811-54104	UTILITIES - PARKS		1,245.85		1.00	1,245.85
	210-247-57021	H-6 LIFT STATION UTIL		369.06		1.00	369.06
	210-247-59835	HAYDEN CANYON LS UTIL		158.37		1.00	158.37
22581 00052278	AWARDS ETC. HAYDEN DAYS PARADE AWARDS	07/23/2026	08/11/2026	135.00	135.00	Open	N 08/11/2026
	110-721-58001-1153	11afleur SPECIAL EVENTS-HAYDEN DAYS		135.00		1.00	135.00
169436 00052263	BS&A SOFTWARE SERVICE FEE FOR ONLINE SERVICE	07/17/2026	08/11/2026	6,961.00	6,961.00	Open	N 08/11/2026
	110-211-55901	11afleur BANKING FEES & CHARGES		6,961.00		1.00	6,961.00
0000052151-0710 00052297	CDA PRESS CDA#16596 NOPH AMEND TO CITY CODE	07/10/2026	08/11/2026	85.00	85.00	Open	N 08/11/2026
	110-345-55401	11afleur ADVERTISING & PUBLISHING		85.00		1.00	85.00
0107683 00052294	CDASSE LLC COMPLETED INSTALL OF FUEL TANK	05/29/2026	08/11/2026	15,023.74	15,023.74	Open	N 08/11/2026
	110-811-54302	11afleur PWF- BUILDING MAINT & REPAIR		15,023.74		1.00	15,023.74

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9370 CRAB APPLE 00052243	CEDAR GROVE CONCRETE CONSTRUCTION L Check Request For Bond: BPERD26-0024 110-228-22813	07/28/2026 dcollins BPERD26-0024 - J2026-0259	08/11/2026	1,875.00 1,875.00	1,875.00	Open 1.00	N 08/11/2026 1,875.00
189562701071426 00052249	CHARTER COMMUNICATIONS DIGITAL ADAPTOR MONTHLY CHARGE JUNE 2026 110-211-55300	07/14/2026 llafleur COMMUNICATIONS/PHONES	08/11/2026	8.34 8.34	8.34	Open 1.00	N 08/11/2026 8.34
3518038 JULY 20 00052342	COEUR D'ALENE GARBAGE SERVICE PUBLIC WORKS 8367800 110-811-54109	07/31/2026 llafleur UTILITIES-PWF	08/11/2026	368.06 368.06	368.06	Open 1.00	N 08/11/2026 368.06
3518657 JULY 20 00052343	COEUR D'ALENE GARBAGE SERVICE STODDARD BARN & MAINT-1331100 110-811-54104	07/31/2026 llafleur UTILITIES - PARKS	08/11/2026	183.91 183.91	183.91	Open 1.00	N 08/11/2026 183.91
3518718 JULY 20 00052344	COEUR D'ALENE GARBAGE SERVICE CITY OF HAYDEN 5103900 110-811-54301	07/31/2026 llafleur BUILDING MAINT & REPAIR	08/11/2026	157.10 157.10	157.10	Open 1.00	N 08/11/2026 157.10
3518719 JULY 20 00052345	COEUR D'ALENE GARBAGE SERVICE CROFFOOT PARK 5131200 110-811-54104	07/31/2026 llafleur UTILITIES - PARKS	08/11/2026	273.84 273.84	273.84	Open 1.00	N 08/11/2026 273.84
3518723 JULY 20 00052346	COEUR D'ALENE GARBAGE SERVICE FINUCANE PARK 5193600 110-811-54104	07/31/2026 llafleur UTILITIES - PARKS	08/11/2026	137.94 137.94	137.94	open 1.00	N 08/11/2026 137.94
693 w Miles Ave 00052334	CREEKSIDE CONSTRUCTION LLC Check Request For Bond: BWD23-0002 110-228-22813	08/05/2026 dcollins BWD23-0002 - PZE-19-0019	08/05/2026	3,371.92 3,371.92	3,371.92	open 1.00	N 08/11/2026 3,371.92

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ESCROW REFUND							
00052242	DIRTY BIRDY LLC	07/28/2026	08/11/2026	2,785.00	2,785.00	Open	N
	Check Request For Escrow: BEN25-0001	dcollins					08/11/2026
	110-228-22813	BEN25-0001 - PZE-25-0016		2,785.00		1.00	2,785.00
5079527185							
00052264	DISCOUNT TIRE - ACCOUNT #26381	07/27/2026	08/11/2026	1,505.28	1,505.28	Open	N
	4 TIRES #39	llafleur					08/11/2026
	110-533-54039	2023 GMC SIERRA 3500 CREW CAB R&M		1,505.28		1.00	1,505.28
SI744142							
00052347	DLT SOLUTIONS LLC	07/30/2026	08/11/2026	336.44	336.44	Open	N
	AUTOCAD ENGINEERING-PARTIAL	llafleur					08/11/2026
	110-230-57719	HW/SW MAINT/SUBSCRIPTIONS		336.44		1.00	336.44
27123-445							
00052266	ENVIRONMENT CONTROL SPOKANE	07/01/2026	08/11/2026	1,840.00	1,840.00	Open	N
	MONTHLY MAINT-CITY HALL & PW JULY 2026	llafleur					08/11/2026
	110-811-54301	BUILDING MAINT & REPAIR		1,495.00		1.00	1,495.00
	110-811-54302	PWF- BUILDING MAINT & REPAIR		345.00		1.00	345.00
1287-445INV							
00052311	ENVIRONMENT CONTROL SPOKANE	07/29/2026	08/11/2026	135.68	135.68	Open	N
	CENTERPULL PT, 45G CAN LINER	llafleur					08/11/2026
	110-811-54301	CH BUILDING MAINT & REPAIR		135.68		1.00	135.68
RCPT #170365							
00052288	FAMILY WORSHIP CENTER	07/29/2026	08/11/2026	250.00	250.00	Open	N
	EVENT DEPOSIT REFUND	dcollins					08/11/2026
	110-740-44723	PUBLIC ASSEMBLY/PARADE/PARK PERMITS		250.00		1.00	250.00
574018							
00052376	FCS GROUP INC.	07/31/2026	08/11/2026	1,565.00	1,565.00	Open	N
	HAYDEN-SEWER COLLECTION CAP FEE JULY 202	dcollins					08/11/2026
	211-241-59807	SEWER RATE STUDIES		1,565.00		1.00	1,565.00
42503267							
00052163	GREATAMERICA FINANCIAL SERVICES	07/14/2026	08/11/2026	1,269.87	1,269.87	Open	N
	COPIER LEASE 49 OF 63	llafleur					08/11/2026
	110-291-53401	COPIER LEASE PRINCIPAL		1,269.87		1.00	1,269.87

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OM 25-26 INV11 00052265	HARSB COH-O&M REIMBURSE/INVESTMENT-REP/COH 210-241-53252	08/01/2026 llafleur	08/11/2026	290,169.11	290,169.11	Open	N 08/11/2026
	HARSB O&M FEES			290,169.11		1.00	290,169.11
JULY 2026 00052358	HARSB CAPACITY SOLD JULY 2026 211-241-54411 211-241-54431	08/05/2026 dcollins	08/11/2026	69,780.00	69,780.00	Open	N 08/11/2026
	CAPACITY SOLD-RES-HARSB			69,780.00		1.00	69,780.00
	CAPACITY SOLD-NONRES-HARSB			0.00		1.00	0.00
1474313 00052251	HAYDEN ACE HARDWARE CITY EVENT 110-721-58001-1153	07/23/2026 llafleur	08/11/2026	114.60	114.60	Open	N 08/11/2026
	SPECIAL EVENTS-HAYDEN DAYS			114.60		1.00	114.60
1474388 00052252	HAYDEN ACE HARDWARE SHOP 110-531-57702	07/23/2026 llafleur	08/11/2026	71.12	71.12	Open	N 08/11/2026
	TOOLS & SMALL EQUIPMENT			71.12		1.00	71.12
1474642 00052253	HAYDEN ACE HARDWARE HAYDEN DAYS 110-721-58001-1153	07/24/2026 llafleur	08/11/2026	60.06	60.06	Open	N 08/11/2026
	SPECIAL EVENTS-HAYDEN DAYS			60.06		1.00	60.06
1474680 00052254	HAYDEN ACE HARDWARE HAYDEN DAYS 110-721-58001-1153	07/24/2026 llafleur	08/11/2026	2.98	2.98	Open	N 08/11/2026
	SPECIAL EVENTS-HAYDEN DAYS			2.98		1.00	2.98
1474743 00052255	HAYDEN ACE HARDWARE SHOP 110-531-56101	07/24/2026 llafleur	08/11/2026	53.99	53.99	Open	N 08/11/2026
	STREET SHOP SUPPLIES			53.99		1.00	53.99
1474806 00052256	HAYDEN ACE HARDWARE HAYDEN DAYS 110-721-58001-1153	07/24/2026 llafleur	08/11/2026	39.96	39.96	Open	N 08/11/2026
	SPECIAL EVENTS-HAYDEN DAYS			39.96		1.00	39.96

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1475813 00052257	HAYDEN ACE HARDWARE CONTOUR GAUGE 110-533-54032	07/27/2026 llafleur 2015 JOHN DEERE GRADER #4291 R&M	08/11/2026	7.84 7.84	7.84	Open	N 08/11/2026 7.84
1476485 00052258	HAYDEN ACE HARDWARE HONEYSUCKLE BEACH 110-541-56103	07/29/2026 llafleur OPERATING SUPPLIES	08/11/2026	10.36 10.36	10.36	Open	N 08/11/2026 10.36
1476825 00052259	HAYDEN ACE HARDWARE SHOP 110-541-56101	07/30/2026 llafleur PARKS SHOP SUPPLIES	08/11/2026	10.72 10.72	10.72	Open	N 08/11/2026 10.72
1476980 00052260	HAYDEN ACE HARDWARE FLEX CONDUIT THERM 110-533-54043	07/30/2026 llafleur 2017 WANCO VAR MSG SIGN (2) R&M	08/11/2026	19.10 19.10	19.10	Open	N 08/11/2026 19.10
1477221 00052289	HAYDEN ACE HARDWARE BANNERS 110-532-53106	07/31/2026 llafleur GOVT WAY BANNERS & FLAGS	08/11/2026	2.48 2.48	2.48	Open	N 08/11/2026 2.48
1478177 00052300	HAYDEN ACE HARDWARE SHOP 110-541-56101	08/03/2026 llafleur PARKS SHOP SUPPLIES	08/11/2026	0.50 0.50	0.50	Open	N 08/11/2026 0.50
1478472 00052301	HAYDEN ACE HARDWARE SHOP 110-531-56101	08/04/2026 llafleur STREET SHOP SUPPLIES	08/11/2026	6.90 6.90	6.90	open	N 08/11/2026 6.90
1478654 00052302	HAYDEN ACE HARDWARE SHOP 110-531-56101	08/04/2026 llafleur STREET SHOP SUPPLIES	08/11/2026	10.24 10.24	10.24	open	N 08/11/2026 10.24

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1479177 00052335	HAYDEN ACE HARDWARE PAINT SUPPLIES 110-531-56101	08/06/2026 llafleur	08/11/2026	16.64	16.64	Open	N 08/11/2026
		STREET SHOP SUPPLIES		16.64		1.00	16.64
1478937 00052339	HAYDEN ACE HARDWARE AAA BATTERIES 110-531-56101	08/05/2026 llafleur	08/11/2026	11.99	11.99	Open	N 08/11/2026
		STREET SHOP SUPPLIES		11.99		1.00	11.99
1479195 00052340	HAYDEN ACE HARDWARE #43 SUPPLIES 110-533-54043	08/06/2026 llafleur	08/11/2026	15.88	15.88	Open	N 08/11/2026
		2017 WANCO VAR MSG SIGN (2) R&M		15.88		1.00	15.88
1580150-01 6/26 00052364	HAYDEN LAKE IRRIGATION DISTRICT WEST RAMSEY 2025 IRRIGATION SERVICE 210-247-57021	07/30/2026 llafleur	08/11/2026	56.00	56.00	Open	N 08/11/2026
		H-6 LIFT STATION UTIL		56.00		1.00	56.00
05-247382 00052284	HAYDEN SUPER 1 FOODS SUPPLIES FOR HAYDEN DAYS 110-721-58001-1153	07/23/2026 llafleur	08/11/2026	9.72	9.72	Open	N 08/11/2026
		SPECIAL EVENTS-HAYDEN DAYS		9.72		1.00	9.72
RCPT #162767 00052290	HAYDEN TRIATHLON EVENT DEPOSIT REFUND 110-740-44723	07/29/2026 dcollins	08/11/2026	500.00	500.00	Open	N 08/11/2026
		PUBLIC ASSEMBLY/PARADE/PARK PERMITS		500.00		1.00	500.00
2S263261 00052312	HORIZON DISTRIBUTORS INC. IRRIGATION REPAIR 110-541-54323	07/14/2026 llafleur	08/11/2026	283.20	283.20	open	N 08/11/2026
		PARKS-IRRIGATION		283.20		1.00	283.20
2S263312 00052313	HORIZON DISTRIBUTORS INC. TOOLS 110-541-57702	07/14/2026 llafleur	08/11/2026	43.12	43.12	open	N 08/11/2026
		TOOLS & SMALL EQUIPMENT		43.12		1.00	43.12

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2S264421 00052314	HORIZON DISTRIBUTORS INC. HAYDEN DAYS-WATER MANIFOLD 110-721-58001-1153	07/23/2026 llafleur SPECIAL EVENTS-HAYDEN DAYS	08/11/2026	51.63 51.63	51.63	Open	N 08/11/2026 51.63
2S263073 00052315	HORIZON DISTRIBUTORS INC. BEACH TIMER REPAIR 110-541-54323	07/13/2026 llafleur PARKS-IRRIGATION	08/11/2026	141.72 141.72	141.72	Open	N 08/11/2026 141.72
2S264881 00052316	HORIZON DISTRIBUTORS INC. IRRIGATION REPAIR 110-541-54323	07/28/2026 llafleur PARKS-IRRIGATION	08/11/2026	320.90 320.90	320.90	Open	N 08/11/2026 320.90
2S265226 00052317	HORIZON DISTRIBUTORS INC. RAMSEY LIFT STATION 210-246-57021	07/30/2026 llafleur H-6 LIFT STATION	08/11/2026	55.68 55.68	55.68	Open	N 08/11/2026 55.68
6BB3CFE2-0022 00052250	HUNTRESS LABS, INC ANNUAL OCT FY SOC 110-230-57719	07/29/2026 llafleur HARDWARE/SOFTWARE MAINTENANCE	08/11/2026	11,203.50 11,203.50	11,203.50	Open	N 08/11/2026 11,203.50
INV-00521508 00052367	INTERMAX NETWORKS CITY HALL PHONE SERVICE 110-211-55300	08/01/2026 llafleur COMMUNICATIONS/PHONES	08/11/2026	876.67 876.67	876.67	Open	N 08/11/2026 876.67
23125 00052348	INTERMOUNTAIN SIGN & SAFETY INC. TELESPAR HD ANCHOR 110-532-54308	08/05/2026 llafleur STREET SIGN MAINTENANCE	08/11/2026	176.00 176.00	176.00	open	N 08/11/2026 176.00
13-5 00052365	INTERSTATE ELECTRICAL CONTRACTORS I CIRCUT FOR AC UNIT 110-541-54301	06/17/2026 llafleur BUILDING MAINT & REPAIR	08/11/2026	1,328.11 1,328.11	1,328.11	open	N 08/11/2026 1,328.11

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12870							
00052299	ITERIS, INC.	08/04/2026	08/11/2026	7,400.00	7,400.00	Open	N
	Check Request For Escrow: BEN25-0009	dcollins					08/11/2026
	110-228-22813	BEN25-0009 - PZE-22-0149		7,400.00		1.00	7,400.00
192220							
00052349	ITERIS, INC.	07/28/2026	08/11/2026	15,273.75	15,273.75	Open	N
	PROGRESS REPORT #2 FOR 2040 TMP & MODEL 1lafleur						08/11/2026
	120-112-59200	TRANSPORTATION PLAN		15,273.75		1.00	15,273.75
13858245							
00052283	JARROD KNICK	07/22/2026	08/11/2026	62.00	62.00	Open	N
	INELIGIBLE TO REGISTER-100% REFUND	1lafleur					08/11/2026
	110-740-44810	FLAG FOOTBALL YOUTH		62.00		1.00	62.00
211 E Dakota Av							
00052359	JOHNSON, ZACHARIAH AND TIFFANY	08/06/2026	08/06/2026	245.00	245.00	Open	N
	Appeal Refund	dcollins					08/11/2026
	110-320-22813	Appeal/Request for Recons - MTG		245.00		1.00	245.00
198884							
00052366	J-U-B ENGINEERS INC.	07/31/2026	08/11/2026	4,620.10	4,620.10	Open	N
	PROFESSIONAL SERVICES 05/31/26-06/27/26 1lafleur						08/11/2026
	210-241-59807	SEWER RATES STUDIES		4,620.10		1.00	4,620.10
PASS THRU 7/202							
00052360	KC EMERGENCY MEDICAL SERVICES SYS	08/05/2026	08/11/2026	1,832.00	1,832.00	Open	N
	DEVELOPMENT IMPACT FEE REMITTANCE FOR JU dcollins						08/11/2026
	110-228-22818	PASSTHRU-IMPACT FEES-KCEMSS		1,832.00		1.00	1,832.00
2026-00000061							
00052318	KOOTENAI COUNTY	07/31/2026	08/11/2026	99,494.42	99,494.42	Open	N
	LAW ENFORCEMENT SERVICES-JULY 2026 1lafleur						08/11/2026
	110-251-59003	KOOTENAI COUNTY LAW ENFORCEMENT SERVICES		99,494.42		1.00	99,494.42
1297916 07/31/2							
00052319	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	339.52	339.52	Open	N
	CARAVELLE STREE LIGHTS	1lafleur					08/11/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		339.52		1.00	339.52

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Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
1439690 07/30/2							
00052320	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	41.34	41.34	Open	N
	DAKOTA LIFT STATION	llafleur					08/11/2026
	210-247-57001	WEST DAKOTA LS UTIL		41.34		1.00	41.34
1458464 07/30/2							
00052321	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	1,547.17	1,547.17	Open	N
	BROADMOORE ESTATES LIGHTS	llafleur					08/11/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		1,547.17		1.00	1,547.17
1652940 07/30/2							
00052322	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	938.57	938.57	Open	N
	BROADMOORE PUMP	llafleur					08/11/2026
	110-811-54104	UTILITIES - PARKS		938.57		1.00	938.57
1662848 07/30/2							
00052323	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	52.35	52.35	Open	N
	AVIATION PLAZA STREET LIGHTS	llafleur					08/11/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		52.35		1.00	52.35
1839555 07/30/2							
00052324	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	187.92	187.92	Open	N
	VALLEY GREEN STREET LIGHTS	llafleur					08/11/2026
	110-532-56220	STREET LIGHTING & SIGNAL UTILITIES		187.92		1.00	187.92
1841141 07/30/2							
00052325	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	600.74	600.74	Open	N
	CARRINGTON MEADOWS STREET LIGHTS	llafleur					08/11/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		600.74		1.00	600.74
1844501 07/30/2							
00052326	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	49.60	49.60	Open	N
	NEW DREAMS STREET LIGHTS	llafleur					08/11/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		49.60		1.00	49.60
1851174 07/30/2							
00052327	KOOTENAI ELECTRIC COOPERATIVE INC	07/30/2026	08/11/2026	191.20	191.20	Open	N
	CARRINGTON MEADOWS LIFT STATION	llafleur					08/11/2026
	210-247-57020	H-7 CARRINGTON MEADOWS LS UTIL		191.20		1.00	191.20

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
1863894 07/30/2 00052328	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS 2ND ADDITION 110-532-56220-0050	07/30/2026 llafleur	08/11/2026	314.20 314.20	314.20	Open	N 08/11/2026 314.20
	STREET LIGHTING & SIGNAL UTILITIES					1.00	
1868671 07/30/2 00052329	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS 3RD ADDITION 110-532-56220-0050	07/30/2026 llafleur	08/11/2026	193.30 193.30	193.30	Open	N 08/11/2026 193.30
	STREET LIGHTING & SIGNAL UTILITIES					1.00	
170762-1 00052350	LAKE CITY RENTAL EQUIPMENT SOD CUTTER 110-541-54420	08/04/2026 llafleur	08/11/2026	53.90 53.90	53.90	Open	N 08/11/2026 53.90
	EQUIPMENT & VEHICLE RENTAL					1.00	
41014.14 PMT RQ 00052351	LARIVIERE, INC. HONEYSUCKLE/RAMSEY 7/01/26-7/31/26 120-112-59226-7721	08/04/2026 llafleur	08/11/2026	229,309.93 229,309.93	229,309.93	Open	N 08/11/2026 229,309.93
	HONEYSUCKLE/RAMSEY					1.00	
30505987261550 00052295	LAVALLEY, ETHAN T. ICE-HAYDEN DAYS 110-721-58001-1153	07/24/2026 llafleur	08/11/2026	9.51 9.51	9.51	Open	N 08/11/2026 9.51
	SPECIAL EVENTS-HAYDEN DAYS					1.00	
50049976 00052267	MATTHEW BENDER & CO INC ID CODE RULES JULY 2026 SUPP 110-211-55501	07/21/2026 llafleur	08/11/2026	82.75 82.75	82.75	Open	N 08/11/2026 82.75
	PRINTING, BINDING, CODIFICATION					1.00	
REIMBURSEMENT 7 00052241	MCCOY, CASSIDY J. HAYDEN DAYS PARADE CANDY 110-721-58001-1153	07/27/2026 dcollins	08/11/2026	60.63 60.63	60.63	open	N 08/11/2026 60.63
	SPECIAL EVENTS-HAYDEN DAYS					1.00	
573905 00052268	NAPA AUTO PARTS #32 110-533-54032	07/13/2026 llafleur	08/11/2026	74.82 74.82	74.82	open	N 08/11/2026 74.82
	2015 JOHN DEERE GRADER #4291 R&M					1.00	

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574579 00052269	NAPA AUTO PARTS #35 110-533-54035	07/16/2026 llafleur 2018 PETERBILT STREET SWEEPER 220 R&M	08/11/2026	22.28 22.28	22.28	Open	N 08/11/2026 22.28
574732 00052270	NAPA AUTO PARTS #32 110-533-54032	07/17/2026 llafleur 2015 JOHN DEERE GRADER #4291 R&M	08/11/2026	19.60 19.60	19.60	Open	N 08/11/2026 19.60
575489 00052271	NAPA AUTO PARTS #43 110-533-54043	07/22/2026 llafleur 2017 WANCO VAR MSG SIGN (2) R&M	08/11/2026	8.18 8.18	8.18	Open	N 08/11/2026 8.18
575252 00052330	NAPA AUTO PARTS SHOP SUPPLIES 110-541-56101	07/21/2026 llafleur PARKS SHOP SUPPLIES	08/11/2026	7.29 7.29	7.29	Open	N 08/11/2026 7.29
66864-2026 00052280	NATIONAL RECREATION AND PARK ASSOC ANNUAL MEMBERSHIP 9/1/2025-8/31/2026 110-711-55701	07/01/2026 llafleur DUES, MEMBERSHIPS & SUBSCRIPTIONS	08/11/2026	189.00 189.00	189.00	Open	N 08/11/2026 189.00
056269/E 00052272	NORTH 40 OUTFITTERS SIMPLE GREEN 110-541-54321	07/24/2026 llafleur PARKS-BUILDINGS	08/11/2026	35.94 35.94	35.94	Open	N 08/11/2026 35.94
64164 00052363	NORTH IDAHO LANDSCAPE SUPPLIES INC CITY PARK COARSE SAND 110-541-54300	07/22/2026 llafleur BUILDINGS & GROUNDS	08/11/2026	43.00 43.00	43.00	open	N 08/11/2026 43.00
103816901 APR 2 00052273	NORTH KOOTENAI WATER DIST H-2 LIFT STATION 210-247-57005	07/16/2026 llafleur H-2 WALMART PS UTIL	08/11/2026	35.79 35.79	35.79	open	N 08/11/2026 35.79

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
103816901 JUN 2 00052274	NORTH KOOTENAI WATER DIST H-2 LIFT STATION 210-247-57005	07/16/2026 llafleur H-2 WALMART PS UTIL	08/11/2026	35.79 35.79	35.79	Open	N 08/11/2026 35.79
PASS THRU 7/202 00052361	NORTHERN LAKES FIRE PROTECTION DIST DEVELOPMENT IMPACT FEE REMITTANCE FOR JU dcollins 110-228-22819	08/05/2026 PASSTHRU-IMPACT FEES-NLFPD	08/11/2026	17,698.00 17,698.00	17,698.00	Open	N 08/11/2026 17,698.00
1260729174 00052279	NORTHERN STATES SECURITY INC. HAYDEN DAYS SECURITY & PARADE ASSISTANCE llafleur 110-721-58001-1153	07/28/2026 SPECIAL EVENTS-HAYDEN DAYS	08/11/2026	1,722.35 1,722.35	1,722.35	Open	N 08/11/2026 1,722.35
60722022 00052352	ONE CALL CONCEPTS, INC. TCKTS 202@\$.97, ADVER SURCHARGE 202@\$.20 llafleur 210-241-53253	07/31/2026 SEWER LOCATES	08/11/2026	256.54 256.54	256.54	Open	N 08/11/2026 256.54
1371 00052275	PANHANDLE SPRAY SERVICE ROADSIDE SPRAY 110-541-56502	06/03/2026 llafleur FERTILIZER & WEED CONTROL	08/11/2026	10,815.00 10,815.00	10,815.00	Open	N 08/11/2026 10,815.00
RCPT #000017728 00052375	PAUL ROSCHUK APPEAL REFUND 110-390-49006	08/07/2026 dcollins MISCELLANEOUS REVENUE	08/11/2026	245.00 245.00	245.00	Open	N 08/11/2026 245.00
7-16-26 00052281	PEACH ORTHODONTICS REFUND 80%-PAVILION 110-740-44722	07/06/2026 llafleur FACILITY RENTALS	08/11/2026	60.00 60.00	60.00	open	N 08/11/2026 60.00
7-6-2026 00052282	PEACH ORTHODONTICS REFUND 80%-FIELD RENTAL 110-740-44724	07/06/2026 llafleur FIELD RENTALS	08/11/2026	80.00 80.00	80.00	open	N 08/11/2026 80.00

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
45270116 00052276	RODDA PAINT COMPANY CORP. PAINT STRAINER 110-533-54017	07/21/2026 llafleur 2020 CHEVROLET 5500 PICKUP WITH BOX	08/11/2026	91.00 91.00	91.00	Open	N 08/11/2026 91.00
IN285895 00052353	ROYAL BUSINESS SYSTEMS INC COPYSTAR CS-4054CI TOTAL METER CHARGES - 110-230-53401	08/05/2026 llafleur COPIER MAINT & REPAIR	08/11/2026	183.34 183.34	183.34	Open	N 08/11/2026 183.34
6564-1 00052296	SHERWIN WILLIAMS COMPANY - HAYDEN MASKING TAPE, BLDR PAPER 110-111-58025-2305	07/31/2026 llafleur ARTS COMMISSION	08/11/2026	84.32 84.32	84.32	Open	N 08/11/2026 84.32
66557175800826 00052332	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 llafleur ARTS COMMISSION	08/11/2026	134.08 134.08	134.08	Open	N 08/11/2026 134.08
67019175800826 00052354	SHERWIN WILLIAMS COMPANY - HAYDEN YELLOW PAINT 110-111-58025-2305	08/04/2026 llafleur ARTS COMMISSION	08/11/2026	29.45 29.45	29.45	Open	N 08/11/2026 29.45
20038177190826 00052368	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 dcollins ARTS COMMISSION	08/11/2026	699.17 699.17	699.17	Open	N 08/11/2026 699.17
19998177190826 00052369	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 dcollins ARTS COMMISSION	08/11/2026	273.51 273.51	273.51	open	N 08/06/2026 273.51
19980177190826 00052370	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 dcollins ARTS COMMISSION	08/11/2026	508.97 508.97	508.97	open	N 08/06/2026 508.97

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
19972177190826 00052371	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 dcollins ARTS COMMISSION	08/11/2026	178.85 178.85	178.85	Open	N 08/06/2026 178.85
19964177190826 00052372	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 dcollins ARTS COMMISSION	08/11/2026	165.81 165.81	165.81	Open	N 08/06/2026 165.81
19808177190826 00052373	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 dcollins ARTS COMMISSION	08/11/2026	214.19 214.19	214.19	Open	N 08/06/2026 214.19
19741177190826 00052374	SHERWIN WILLIAMS COMPANY - HAYDEN BENCH PAINTS 110-111-58025-2305	08/03/2026 dcollins ARTS COMMISSION	08/11/2026	47.19 47.19	47.19	Open	N 08/06/2026 47.19
29687-2 00052285	SPECIALIZED PAVEMENT MARKING, LLC STREET STRIPING 2026 110-532-54313	07/04/2026 llafleur ROADWAY STRIPING	08/11/2026	17,783.81 17,783.81	17,783.81	Open	N 08/11/2026 17,783.81
APP 1-INV 1 00052286	STANCRAFT CONSTRUCTION GROUP PROJECT 100-0287 7/1/26-7/31/26 110-532-54304	07/01/2026 llafleur ROAD & PARKING LOT MAINTENANCE	08/11/2026	87,000.00 87,000.00	87,000.00	Open	N 08/11/2026 87,000.00
967 E HURRICANE 00052245	STERLING CONCRETE, INC Check Request For Bond: BPERD26-0025 110-228-22813	07/28/2026 dcollins BPERD26-0025 - J2026-0288	08/11/2026	5,250.00 5,250.00	5,250.00	open	N 08/11/2026 5,250.00
847940 00052291	THE HILLER COMPANIES, LLC INSPEC OF EXTINGUISHER 110-811-54301	07/30/2026 llafleur CH BUILDING MAINT & REPAIR	08/11/2026	177.71 177.71	177.71	open	N 08/11/2026 177.71

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
847942 00052292	THE HILLER COMPANIES, LLC SEMI ANNUAL INSPECTION 110-811-54301	07/30/2026 llafleur	08/11/2026	710.21 710.21	710.21	Open	N 08/11/2026 710.21
		CH BUILDING MAINT & REPAIR		710.21		1.00	
15420 00052333	TRAFFICORP HAYDEN/RAMSEY SIGNAL 130-899-59838-8010	07/31/2026 llafleur	08/11/2026	24,843.00 24,843.00	24,843.00	Open	N 08/11/2026 24,843.00
		PROJECT CONSTRUCTION		24,843.00		1.00	
6149161507 00052356	VERIZON WIRELESS LIFT STATION WIRELESS -JUN 22, 2026-JUL 21, 2026	07/21/2026 llafleur	08/11/2026	341.38	341.38	Open	N 08/11/2026
	210-247-57000	LEISURE PARK LS UTIL		23.76		1.00	23.76
	210-247-57003	WOODLAND MEADOWS LS UTIL		23.76		1.00	23.76
	210-247-57005	H-2 WALMART PS UTIL		40.01		1.00	40.01
	210-247-57006	PRAIRIE/FRANKLIN/CHURCH LS UTIL		23.76		1.00	23.76
	210-247-57007	CORNERSTONE LS UTIL		23.76		1.00	23.76
	210-247-57011	EMERALD OAKS LS UTIL		23.76		1.00	23.76
	210-247-57013	H-5 STRAWBERRY FLDS PS UTIL		23.76		1.00	23.76
	210-247-57016	HEATHERSTONE LS UTIL		23.76		1.00	23.76
	210-247-57019	HAYDEN NORTH LS UTIL		23.76		1.00	23.76
	210-247-57020	H-7 CARRINGTON MEADOWS LS UTIL		23.76		1.00	23.76
	210-247-57021	H-6 LIFT STATION UTIL		63.77		1.00	63.77
	210-247-59835	HAYDEN CANYON LS UTIL		23.76		1.00	23.76
6149193733 00052357	VERIZON WIRELESS MIFI & ROUTER JUN 22, 2026-JUL 21, 2026	07/21/2026 llafleur	08/11/2026	477.50	477.50	Open	N 08/11/2026
	110-230-57720	CC/IT PHONES/COMMUNICATIONS		80.02		1.00	80.02
	110-301-55300	COMMUNICATIONS/PHONES		160.04		1.00	160.04
	110-511-55300	PORTABLE BROADBAND		198.73		1.00	198.73
	110-711-55300	COMMUNICATIONS/PHONES		38.71		1.00	38.71
41014040-046 00052244	WELCH COMER & ASSOCIATES INC. Check Request For Escrow: BEN26-0005 110-228-22813	07/28/2026 dcollins	08/11/2026	255.00 255.00	255.00	Open	N 08/11/2026 255.00
		BEN26-0005 - J2026-0256		255.00		1.00	
REFUND RCPT 176 00052287	WINSTON & CASHATT APPEAL FEE REFUND 110-320-42212	07/30/2026 dcollins	08/11/2026	245.00 245.00	245.00	Open	N 08/11/2026 245.00
		DEVELOPMENT FEES		245.00		1.00	

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2081890545 7/20							
00052355	ZIPLY FIBER	08/01/2026	08/11/2026	602.75	602.75	Open	N
	PHONE CHARGES FOR JULY 2026	llafleur					08/11/2026
	210-247-57016	HEATHERSTONE LS UTIL		89.10		1.00	89.10
	210-247-57009	H-1 LIFT STATION UTIL		91.57		1.00	91.57
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		133.96		1.00	133.96
	210-247-57005	H-2 WALMART PS UTIL		96.72		1.00	96.72
	210-247-57018	MAPLE GROVE LS UTIL		95.70		1.00	95.70
	110-211-55300	COMMUNICATIONS/PHONES		95.70		1.00	95.70
	110-811-54102	UTILITIES - CITY HALL		0.00		1.00	0.00

# of Invoices:	130	# Due: 130	Totals:	986,268.70	986,268.70
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				986,268.70	986,268.70

--- TOTALS BY FUND ---

110 GENERAL FUND	335,087.05	335,087.05
112 HONEYSUCKLE BOAT LAUNCH FUND	972.12	972.12
120 IMPACT FEE CIRCULATION FUND	244,583.68	244,583.68
121 IMPACT FEE PARKS FUND	9,302.00	9,302.00
130 MAJOR CAPITAL PROJECTS FUND	24,843.00	24,843.00
210 SEWER OPER. & MAINT. FUND	300,135.85	300,135.85
211 SEWER CAPITALIZATION FUND	71,345.00	71,345.00

--- TOTALS BY DEPT/ACTIVITY ---

111 GEN-MYR OPERATING & ADMINISTRAT	2,355.96	2,355.96
112 PLANNED PROJECTS - CIRCULATION	244,583.68	244,583.68
113 PLANNED PROJECTS - PARKS	9,302.00	9,302.00
211 GEN-ADM OPERATING & ADMINISTRAT	9,437.04	9,437.04
228 PASSTHRU & BAD DEBT EXPENSES	40,466.92	40,466.92
230 GEN-ADM INFORMATION TECHNOLOGY	11,803.30	11,803.30
241 OPERATING & ADMINISTRATIVE	367,362.87	367,362.87
246 LIFT/PUMP STATION R&M	55.68	55.68
247 LIFT/PUMP STATION UTIL	5,034.42	5,034.42
251 LAW ENFORCEMENT SALARIES & BENE	99,494.42	99,494.42
291 GEN-ADM CAPITAL LEASES PRINCIPA	1,269.87	1,269.87
301 COMDEV--P&D OPERATING & ADMINIS	160.04	160.04
320 COMMUNITY DEVELOPMENT FEES	490.00	490.00
345 COMDEV P&D OPERATING & ADMINIST	85.00	85.00
390 OTHER FINANCING SOURCES	245.00	245.00
511 PW-ADM OPERATING & ADMINISTRATI	368.73	368.73
531 PW-STR OPERATING & ADMINISTRATI	248.57	248.57
532 PW-STR ROAD MAINTENANCE	125,796.09	125,796.09

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Inventory	GL Distribution				Units	Quantity	Unit Price
	533 PW-STR EQUIP/VEHICLE R&M			1,763.98	1,763.98		
	541 PW-PKS OPERATING & ADMINISTRATI			13,093.76	13,093.76		
	711 REC OPERATING & ADMINISTRATIVE			279.52	279.52		
	721 REC EV OPERATING & ADMINISTRATI			2,249.61	2,249.61		
	740 RECREATION PROGRAMS			952.00	952.00		
	811 FACIL OPERATING & ADMINISTRATIV			24,370.38	24,370.38		
	813 FACIL EMERGENCY PREPAREDNESS			156.86	156.86		
	899 CAPITAL PURCHASES/PROJECTS			24,843.00	24,843.00		

2. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
3. **UNFINISHED BUSINESS**
 - A. **ACTION ITEM** Mended paragraph in Hayden City Code 4-1-3 [Nuisance] Violation;
Penalty



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: August 5, 2026

Agenda Item: Amended paragraph in 4-1-3 Nuisance Violation; Penalty and Ordinance to Enact Amendments to Title 2, 4, 7, 8, and 9

Agenda Item Location

Unfinished Business

Recommended Action or Motion

At the conclusion of the public hearing on July 28, 2026, during the deliberations, the City Council requested that paragraph "4-1-3 [Nuisance] Violation; Penalty:" be amended as follows:

If the ~~owners, tenants or occupants~~ party(ies) allow said nuisance to exist or fail to abate the nuisance, they, and each of them, shall be ~~guilty of~~ charged as an infraction ~~for this first violation of this chapter.~~ ~~and upon~~ Upon being found liable, ~~the court may therefor shall be subject to an infraction penalty may assess a fine not to exceed of~~ one hundred-thousand dollars (\$1000.00) ~~for each violation.~~ Each day that a responsible party(ies) allows a nuisance to continue on the property under their control ~~may be a violation of this chapter exists may be charged as a separate infraction or misdemeanor separate 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 ~~within two (2) years shall constitute a misdemeanor may be fined with a maximum penalty of two thousand dollars (\$2000.00);~~

Should the City Council approve the amendments as requested, 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

The City Council reviewed the proposed changes to Title 2, 4, and 7 in May and to Title 8 & 9 in June. Subsequently, a properly noticed public hearing was held on July 28th, 2026 to review the proposed amendments. During deliberations, the Council requested an amendment to the language in 4-1-3 as provided on the previous page. The ordinance is attached (as amended) should the City Council approve the amendments as heard and proposed.

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 ~~owners, tenants or occupants~~ party(ies) allow said nuisance to exist or fail to abate the nuisance, they, and each of them, shall be ~~guilty of~~ charged as an infraction for this first violation of this chapter. and upon Upon being found liable, ~~the court may therefor shall be subject to an infraction penalty~~ assess a fine not to exceed ~~of one hundred thousand~~ dollars (\$1000.00) for each violation. Each day that a responsible party(ies) allows a nuisance to continue on the property under their control may be a violation of this chapter exists may be charged as a separate infraction or misdemeanor ~~separate 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 within two (2) years shall constitute a misdemeanor may be fined with a maximum penalty of two thousand dollars (\$2000.00).

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).

4-2. 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.

~~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 ~~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. **ACTION ITEM** Ordinance Adopting Amendments to Hayden City Code Titles 2, 4, 7, 8 and 9
- 4. **NEW BUSINESS**
 - A. **ACTION ITEM** Special Needs Recreation Presentation



Our Mission:

Enriching our participants with special needs through recreation and socialization to enhance personal growth.

Our Vision:

**We champion an independent and joyful life,
creating a connected community for all.**

 **YOU *belong.*** **YOU *matter.*** **YOU *are strong.*** **YOU *are enough.***

Adult Life Group —

Ages 18 and up, 10-2, M — F, year-round

Summer Camp All-Stars —

Ages 8-18, M-Th, 9-3

Evening Group —

Ages 8 and up, Three monthly events

SNR Sports -

Ages 8 and up in a non-competitive, supportive environment.



2026

Adult Life Group Sample Calendar



SUN	MON	TUE	WED	THU	FRI	SAT
	 Total: \$12	 Total: \$12	 Total: \$22	 Total: \$25	 Total: \$22	
	 Total: \$12	 Total: \$12	 Total: \$22	 Total: \$25	 Total: \$20	
	 Total: \$12	 Total: \$12	 Total: \$22	 Total: \$30	 Total: \$22	
	 Total: \$12	 Total: \$12	 Total: \$22	 Total: \$35	 Total: \$20	

- Monday- Friday
- 10 am – 2 pm
- Ages 18 & up
- Transportation provided for outings
- Variety of activities for social, recreational, community enrichment, and life skills.

Camp All-Stars



Horse Ranch

Beach Days

Crafts

Golf

Trampoline Park

Sailing

Green Bluff

Silver Mine

Petting Zoo

Laser Tag

Hikes

Bowling

**Mobius Science
Center**

Soccer

**Spokane
Aquatic Center**

- Summer Camp for ages 8 - 18
- Monday - Thursday
- 9 am – 3 pm
- Drop off at SNR
- Transportation provided for outings





4 VEHICLES TO TRANSPORT
PARTICIPANTS ON
COMMUNITY OUTINGS



1 IN 4 FAMILIES HAS A
MEMBER WITH
A DISABILITY



23.2% OF ADULTS IN
KOOTENAI COUNTY
ARE LIVING WITH
A DISABILITY

642 YOUTH VISITS
IN 2024



5,255 ADULT VISITS
IN 2024

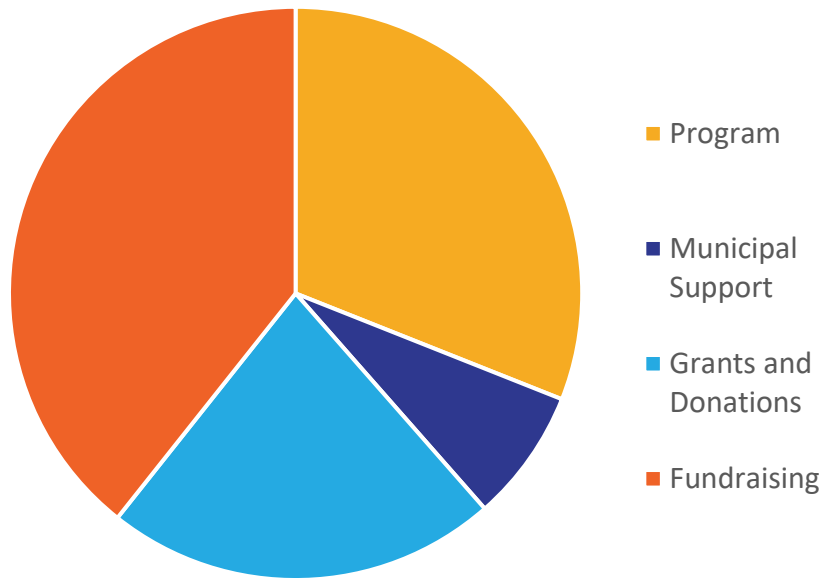


- ACQUIRED BRAIN INJURY
- DOWN SYNDROME
- AUTISM SPECTRUM DISORDER
- PHYSICAL DISABILITY
- CEREBRAL PALSY
- VISION AND HEARING IMPAIRMENT
- INTELLECTUAL DISORDER
- ADD/ADHD
- LEARNING DISABILITY

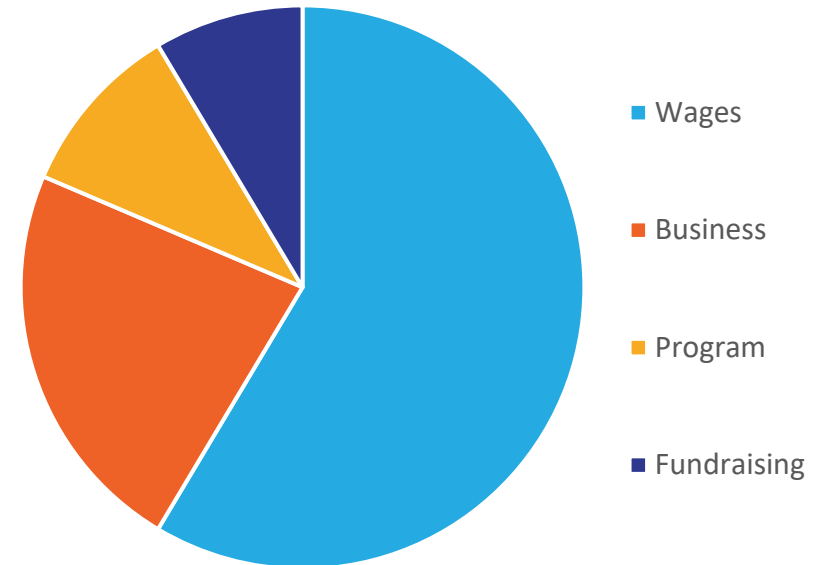
**SNR SERVES PARTICIPANTS RESIDING IN ATHOL, BAYVIEW, COCOLALLA, COEUR D'ALENE,
HAYDEN, KELLOGG, MOSCOW, POST FALLS, RATHDRUM, ST. MARIES, & SANDPOINT**

Annual Budget \$339,223

Revenue



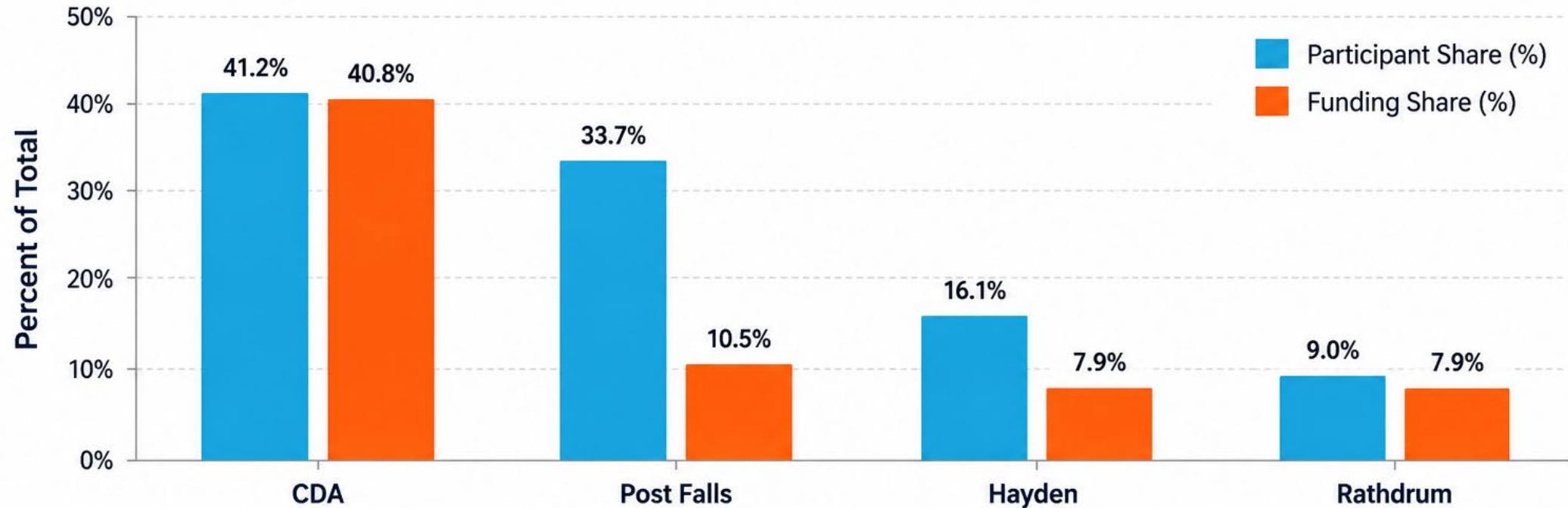
Expenses



- Employee Wages
- Business expenses=supplies, professional services, software, rent, utilities
- Program expense=supplies, fuel, equipment
- Fundraising expense=advertising, marketing, special events

Participant Share vs City Funding Share

Based on Participants from Each City



City	Participants	% of Participants	Current Contribution	% of Funding	Equitable Share (Based on Participants)	Difference (Equitable – Current)
CDA	169	41.2%	\$15,500	40.8%	\$15,654	-\$154
Post Falls	138	33.7%	\$4,000	10.5%	\$12,790	-\$8,790
Hayden	66	16.1%	\$3,000	7.9%	\$6,117	-\$3,117
Rathdrum	37	9.0%	\$3,000	7.9%	\$3,429	-\$429

Total city funding: \$38,000

Bottom Line, we simply need more space that will serve our community's growing needs.

In June, we've exceeded last years attendance numbers.

Expanded our facility, adding 1,000 SQ feet, to meet the needs

Purchased another vehicle



SPECIALIZED NEEDS RECREATION FACILITY
INITIAL CONCEPTUAL DESIGN



Built to Serve



Basketball Court



Art Studio



Sensory Room



Larger Kitchen

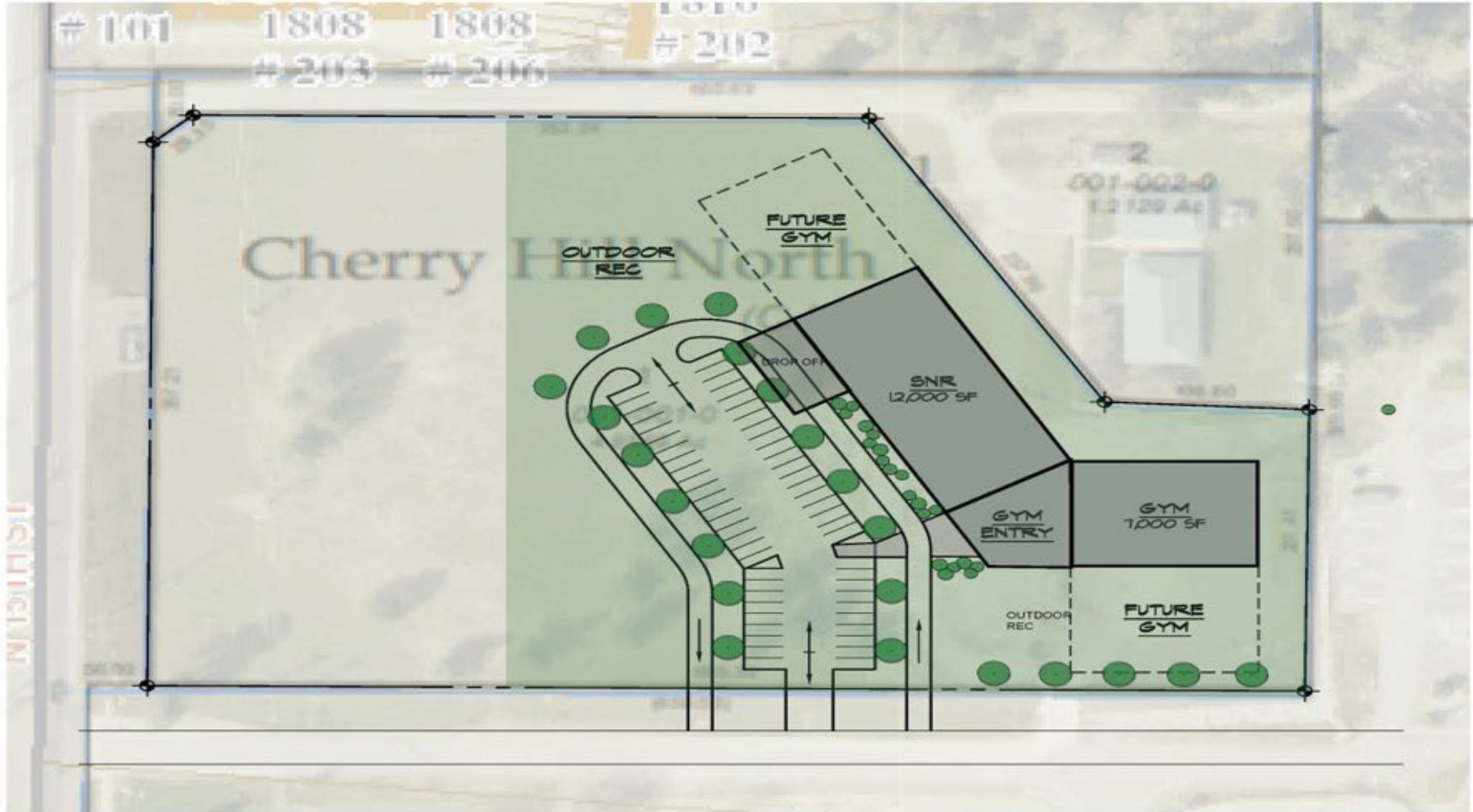


Garden



Yoga/Dance Studio

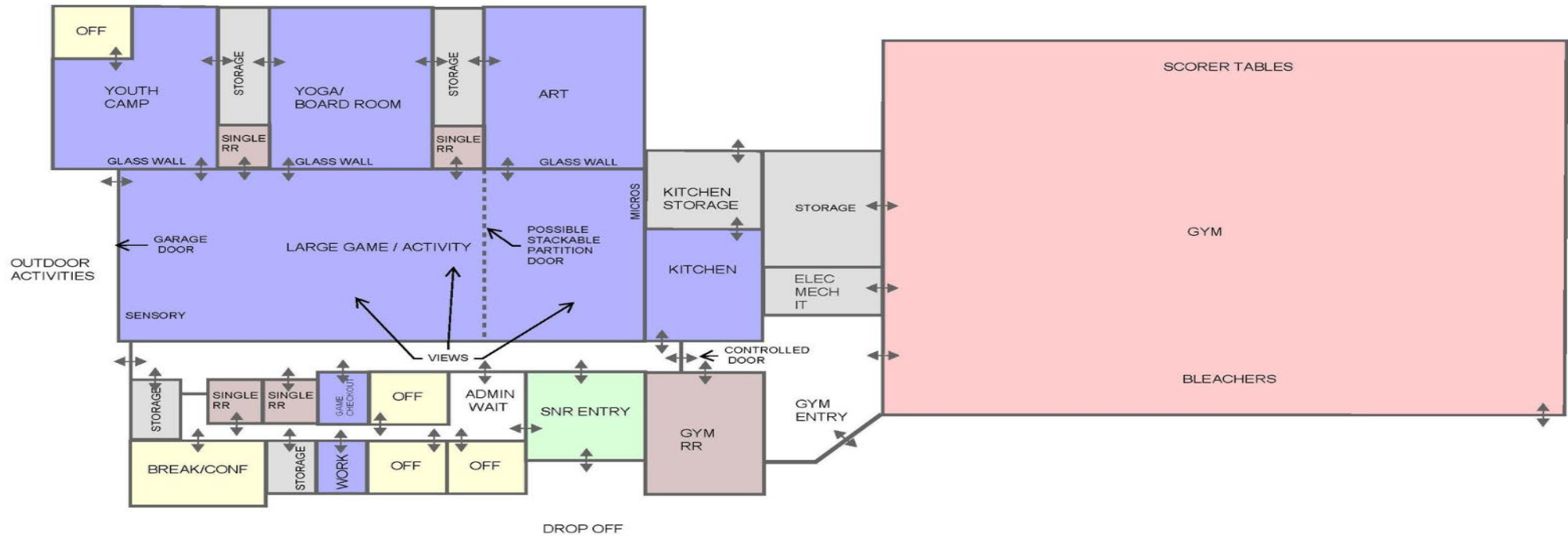
BUILDING *Belonging*



SNR CONCEPT: SITE PLAN CONCEPT

SCALE: 1"=60'-0"

1-22-26





BUILDING *Belonging*

Founding Members



- 65 Community members have stepped forward as Founding Members
- a three-year giving commitment

Partnerships



- Land usage donated, City of Coeur d'Alene
- Title Event Sponsor Coldwell Banker Schneidmiller Realty
- Conceptual Design Package donated by H2A
- HVAC donated by Metalcraft Mechanical
- Plumbing donated by ETCO Services
- Outdoor Sensory Space donated by The Coeur Group
- Concrete and Aggregate, donated by Interstate Concrete and Asphalt

Building



- 20,000 SQ. Foot
- Gymnasium
- teaching kitchen
- Art, dance, yoga rooms
- sensory friendly

Inclusion



- Designed for children, teens, and adults with disabilities
- Open to the broader community as a shared public asset

- B. **ACTION ITEM** Hayden Area Regional Sewer Board Fiscal Year 2027 Draft Budget

RESOLUTION NO. _____

**APPROVAL OF FISCAL YEAR 2026-2027
HAYDEN AREA REGIONAL SEWER BOARD (HARSB) BUDGET**

WHEREAS, the city of Hayden, participates in the Joint Powers Agreement (JPA) with the Hayden Lake Sewer District and Kootenai County regarding the daily operations and maintenance of the publicly owned treatment plant (PWTP) and the publically owned force mains (POFM); and

WHEREAS, each year the JPA requires each respective entity to approve a draft fiscal year budget, prior to the budget being adopted by HARSB; and

WHEREAS, the City Council held a properly notice public meeting on August 11, 2026 to review, consider and make comment on the draft FY2026-2027 budget; and

WHEREAS, the City Council at the same meeting by motion of the council approved the Draft FY2026-2027 HARSB budget and authorized submission of that approval to the HARSB Board for publication of the budget pursuant to Idaho Code.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Hayden, Idaho, that the Fiscal Year 2026-2027 HARSB Budget is hereby adopted by the City of Hayden.

APPROVED by the City Council on the _____ the day of August, 20____.

CITY OF HAYDEN

By: _____
Alan Davis, Mayor

ATTEST:

Abbi Sanchez, City Clerk

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

ADMINISTRATION (10)	Actual 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
				Approx. 8 Months=66.6% Complete			
SALARIES GENERAL - Administrative	195,610.46	205,891.54	221,067.00	148,738.78	0.67	219,079.99	Requested proposal of 3% Staff Cola
Administrator Mileage Reimburse	-				#DIV/0!		
FICA GENERAL - ADM	11,267.62	11,410.12	13,706.15	8,357.85	0.61	13,969.84	
MEDICARE GENERAL - ADM	2,635.21	2,668.52	3,316.01	1,954.65	0.59	3,379.80	
PERSI GENERAL - ADM	22,435.01	24,331.57	25,202.02	17,789.21	0.71	25,673.52	
MEDICAL INS - ADM	73,232.87	68,956.80	87,403.55	63,821.51	0.73	70,669.12	12% Anticipated Increase
Unemployment	295.27	250.23	497.40	182.65	0.37	506.97	
WORKMAN COMPENSATION GEN	19,004.00	21,446.25	24,000.00	18,885.50	0.79	24,000.00	
Retirement		-	500.00	-	-	500.00	
LEGAL SERVICES GENERAL -	69,934.21	52,508.50	35,000.00	19,060.50	0.54	45,000.00	
AUDIT	11,000.00	13,000.00	14,000.00	16,000.00	1.14	18,000.00	
TESTING/IMMUNIZATIONS/TRA	80.00	-	100.00	-	-	100.00	Onsite Eng: IR Pumps, SC1&SC2 Scum Piping, Facility Plan \$162,000 (\$550.00 - \$65,000 grant then split)
CONSULTING GENERAL - ADM	14,780.00	22,908.75	45,000.00	24,047.14	0.53	262,250.00	
BUILDING MAINTENANCE GEN	361.84	7,511.41	15,000.00	18,510.82	1.23	10,000.00	
EQUIP/MAINT AGREEMENT GE	719.27	676.19	1,500.00	938.01	0.63	1,000.00	
GAS/OIL/CAR REPAIRS	945.37	732.36	1,000.00	228.71	0.23	3,000.00	Age of Vehicle more Service Required, Auto Costs getting higher
CLAIMS/LOSSES GENERAL -	-		500.00		-	500.00	
INSURANCE GENERAL - ADM	53,357.00	96,043.00	113,000.00	111,798.00	0.99	121,000.00	Updated Number from ICRMP \$114,034
POSTAGE GENERAL - ADM	495.97	543.04	600.00	11.10	0.02	600.00	
TELEPHONE/COMM SERVICES	4,788.18	5,188.35	6,000.00	3,608.90	0.60	6,000.00	
ADVERTISING GENERAL - A	355.31	569.47	1,700.00	691.32	0.41	1,700.00	
MEAL EXPENSE GENERAL - A	870.41	1,175.15	1,500.00	345.74	0.23	1,500.00	
TRAVEL EXPENSE-MILEAGE G	366.62	788.46	1,300.00	354.67	0.27	1,500.00	
LODGING GENERAL - ADM	1,113.04	636.95	1,500.00		-	1,500.00	
OFFICE SUPPLIES GENERAL	1,197.61	1,987.37	2,000.00	835.93	0.42	2,000.00	
BOOKS/PHOTOS/PRINTED MAT	144.99		200.00		-	200.00	
COMPUTER SOFTWARE ADM	8,451.95	9,325.66	10,000.00	8,017.99	0.80	10,000.00	
UNIFORMS	153.14	112.00	400.00		-	400.00	
DUES & FEES/REGISTRA ADM	3,442.75	6,204.27	7,000.00	2,334.21	0.33	7,000.00	
BANK CHGS./MISC. FEES GE	2,039.58	2,022.20	3,000.00	1,279.29	0.43	3,000.00	Positive Pay and Inc. in Direct Deposit Costs
JANITORIAL SUPPLIES GENE	311.57	188.33	600.00	37.98	0.06	500.00	
WATER & GARBAGE ADM	4,540.53	6,438.88	5,500.00	5,674.65	1.03	6,000.00	Avondale Water Yrly Billing
FURNITURE PURCHASED GEN	309.23	87.78	500.00		-	500.00	
EQUIPMENT PURCHASE GENER	46.21	470.37	500.00	159.50	0.32	500.00	
OFFICE EQUIPMENT PURCHAS	969.86	473.74	750.00	-	-	750.00	
Docuware System	3,812.11	4,387.74	5,000.00	4,913.75	0.98	5,500.00	
Total Expenses-Current Year Reim	\$ 509,067.19	563,577.90	\$ 648,842.13	478,578.36	0.74	\$ 867,779.24	\$550,000 Facility Plan Estimate Verifying with Engineer

HAYDEN AREA REGIONAL SEWER BOARD

PROPOSED BUDGET 2026-2027----- DRAFT ONLY-Facility Plan Split

Treatment Plant Only (11)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
Total Revenues							
Gross Profit							
IDPES Permit COMPLIANCE	12,034.12	11,933.92	17,000.00	1,469.33	0.09	17,000.00	
PLANT M/R EQUIP/BLDG	104,444.12	132,985.34	140,000.00	72,182.43	0.52	150,000.00	roofing plus normal maintenance
LS - H-3	24,189.57	9,345.94	10,000.00	7,904.06	0.79	15,000.00	
BIOSOLIDS HANDLING	48,590.50	71,846.00	50,000.00	18,207.15	0.36	50,000.00	
BIOSOLIDS HANDLING-Ritzville BUF	3,016.93	2,995.00	-	11,557.05	#DIV/0!	15,000.00	
BIOSOLIDS HANDLING-Field Apply	4,490.10	3,853.09	15,000.00	270.00	0.02	5,000.00	
SCADA-Computer	24,676.09	37,701.22	40,000.00	23,533.88	0.59	40,000.00	
Plant Instrumentation	9,221.71	18,512.98	15,000.00	12,259.31	0.82	19,000.00	
BLDG REPAIRS & MAINTENANC	4,186.87	11,956.14	10,000.00	566.38	0.06	10,000.00	
CHEMICALS - CHLORINE/SO2	32,247.74	24,308.64	33,000.00	22,762.86	0.69	33,000.00	
Chemicals- Tertiary	59,607.36	58,114.20	70,000.00	49,542.84	0.71	70,000.00	
BULK FUEL/LUBES & OILS	3,913.76	4,459.16	4,500.00		-	4,500.00	
CHEMICALS/Polymer	86,331.45	75,394.79	75,000.00	46,043.44	0.61	78,000.00	Price Increase
Tertiary Process Testing/Supplies	1.42	4,068.93	2,500.00	-	-	2,500.00	
LANDSCAPING/SUPPLIES/REPA	564.43	1,961.80	2,000.00	455.37	0.23	2,000.00	
ELECTRICITY TRTMNT PLNT	298,004.96	252,682.38	360,000.00	194,420.15	0.54	360,000.00	
GARBAGE & SEWER TRTMNT PL	5,352.69	7,150.23	5,500.00	4,732.80	0.86	7,000.00	
Solar Dryer Natural Gas	56,249.90	36,016.20	65,000.00	32,277.90	0.50	55,000.00	
Dewatering Bldg Natural Gas	7,952.70	4,693.02	10,000.00	1,448.00	0.14	7,000.00	
Reserve Fund	-	-	1,000.00	-	-	1,000.00	
FURNITURE PURCHASED TRTMN	-		500.00		-	500.00	
Equipment/Landscaping		2,988.12				1,000.00	
EQUIPMENT	2,756.47	17,937.79	5,000.00	2,515.32	0.50	5,000.00	
OFFICE EQUIPMENT	-		500.00	-	-	500.00	
Sweeper Attachment		599.97	9,000.00	6,677.10	0.74		
Total Expenses	787,832.89	791,504.86	940,500.00	508,825.37	0.54	948,000.00	

HAYDEN AREA REGIONAL SEWER BOARD

PROPOSED BUDGET 2026-2027----- DRAFT ONLY-Facility Plan Split

Land Application (22)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
FARM INCOME	18,412.00	18,412.00	17,600.00	17,612.00	1.00	17,600.00	
Reimbursement							
Total Revenues							
Gross Profit	18,412.00	18,412.00	17,600.00	17,612.00	1.00	17,600.00	
SALARIES/ LAND APPL SITE	22,936.92	25,518.61	59,663.26	10,873.54	0.18	58,940.97	Requested proposal of 3% Staff Cola
FICA/ LAND APPL SITE	1,782.31	1,944.95	3,699.12	909.41	0.25	3,654.34	
MEDICARE LAND APPL SITE	418.36	454.84	894.95	212.68	0.24	884.11	
UNEMPLOYMENT LAND APPL SITE	75.97	67.20	134.24	29.05	0.22	132.62	
PERMITS-CONSUL/TESTING	-		1,000.00		-	10,000.00	
Compliance/Eng Consult	-		2,000.00		-	2,000.00	
BLDG RENTAL	938.45	968.21	1,000.00	199.63	0.20	1,000.00	Portable Restroom
SPRAYING SERVICES	-	2,300.56	2,500.00		-	3,000.00	
TESTING/LAND APP	4,071.28	3,498.86	5,500.00	759.00	0.14	5,500.00	
CHLORINE	36,142.94	26,547.94	40,000.00	5,012.78	0.13	35,000.00	
ELECT/TELEPHONE/LAND APPL	32,637.10	40,214.69	33,600.00	14,318.12	0.43	40,000.00	KEC Electrical Price Increase
REPAIRS/MISC PARTS/LAND A	93,817.98	45,476.45	40,000.00	37,278.89	0.93	50,000.00	
TAXES/INS	41.20	41.20	100.00	41.20	0.41	100.00	
LAND APPLICATION/EQUIP	2,736.86		25,000.00	54,689.88	2.19		
Tractor Mower			32,000.00				
Total Expenses	195,599.37	147,033.51	247,091.57	124,324.18	0.50	210,212.04	

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

O & M Treatment (12)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
SALARIES TRTMNT-	589,738.16	618,848.32	601,667.00	451,475.53	0.75	677,240.75	Requested of 3% Staff Cola, CPI 2.7% December 2025, January 2026 2.4, February 2.4% Annual 2025 is 2.69%, Move Current Laborer to Operator, Add Another Laborer-- Overall + 1 FTE
Salaries Treatment-Overtime	27,469.31	10,753.00	23,558.77	7,510.43	0.32	28,515.77	
FICA TRTMNT-	35,859.93	35,237.20	38,764.00	27,308.95	0.70	43,089.47	
MEDICARE TRTMNT-	8,385.14	8,240.87	9,378.39	6,386.69	0.68	10,424.87	
PERSI TRTMNT	68,117.82	71,739.15	80,579.45	53,761.75	0.67	91,270.65	
MEDICAL INS. TRTMNT	110,244.91	90,193.16	167,142.44	67,832.04	0.41	149,524.83	Estimated 12% Increase for next year
UNEMPLOYMENT TRTMNT	1,070.88	968.00	1,406.76	677.86	0.48	132.62	
DRUG TESTING SERVICES	815.00	640.00	800.00	415.00	0.52	800.00	
CUSTODIAL SERVICES	8,782.00	8,756.00	10,000.00	7,814.00	0.78	10,000.00	
OUTSIDE VEHICLE SERVICES	13,158.40	16,504.82	16,000.00	4,227.72	0.26	22,000.00	
FUEL VEHICLES	9,984.71	9,018.70	15,000.00	4,469.44	0.30	15,000.00	twice yearly M/R and load testing
GENERATOR M & R	7,537.81	18,812.59	14,000.00	8,045.10	0.57	20,000.00	
LAB TESTING-OUTSIDE SERV	10,597.84	15,683.91	22,000.00	16,771.41	0.76	35,000.00	
LAB TESTING- PCB TESTING/SU	14,156.00	19,593.63	30,000.00	8,642.67	0.29	25,000.00	
POSTAGE-LAB	2,533.86	3,702.83	5,000.00	3,082.91	0.62	7,000.00	
TELEPHONE/COMM SERVICES T	11,192.75	11,259.51	12,000.00	8,068.61	0.67	12,000.00	Increase Lab Mailing for New Tests
UNIFORMS/CLEANING PLANT P	5,804.77	5,115.36	7,000.00	2,711.39	0.39	5,000.00	
Rental Uniforms/Cleaning						2,000.00	
MEAL EXPENSE TRTMNT	2,239.45	1,470.01	2,500.00	1,031.61	0.41	3,000.00	
TRAVEL EXPENSE-MILEAGE TR	225.20	1,028.92	3,000.00	1,245.96	0.42	3,000.00	
LODGING TRTMNT PLNT	-		3,000.00	1,818.85	0.61	3,000.00	Op10 and Antero \$8478 (2025 price)
OFFICE SUPPLIES TRTMNT	549.87	1,721.29	1,000.00	-	-	1,000.00	
BOOKS TRTMNT PLNT	296.97	729.75	300.00	-	-	300.00	
COMPUTER SUPPLIES TRTMNT-	662.99	10,509.67	10,000.00	9,074.16	0.91	12,000.00	
OFFICE EQUIP/MAINTENANCE	1,132.37	1,219.03	1,200.00	710.18	0.59	1,200.00	
IMMUNIZATION SERVICES	439.00	169.00	500.00	-	-	500.00	Cold Weather Supplies Increase
SAFETY SUPPLIES	9,537.14	13,127.67	8,500.00	6,561.09	0.77	11,000.00	
Uniform Cold Gear Allowance	2,615.82	2,881.79	4,500.00	1,796.41	0.40	5,000.00	
DUES & REGISTRATION FEES	2,439.03	4,476.84	10,000.00	3,351.98	0.34	8,000.00	
Winter Maintenance	6,932.77	2,761.06	4,000.00	1,610.01	0.40	4,000.00	
SHOP SUPPLIES	2,911.40	4,852.34	4,000.00	3,352.51	0.84	5,000.00	New Employee Training and WEF, IDOT
LAB EQUIPMENT REPAIRS TRT	2,202.90	873.60	3,000.00	2,278.68	0.76	4,000.00	
TOOLS TRTMNT	1,709.92	1,520.24	2,500.00	854.38	0.34	3,000.00	
JANITORIAL SUPPLIES TRTMN	827.35	1,065.35	4,000.00	553.49	0.14	4,000.00	
LAB TESTING/SUPPLIES ETC	25,180.06	24,799.11	26,780.00	6,804.25	0.25	27,000.00	
VEHICLE REPAIRS/PARTS/MAI	4,290.11	5,553.37	2,000.00	6,429.08	3.21	5,000.00	
VAC TRUCK/PARTS/REPAIRS		1,069.72	2,000.00	1,274.84	0.64	2,000.00	
EQUIPMENT PURCHASE TRTMN	2,063.42	5,672.80	3,000.00	2,011.06	0.67	3,000.00	
LAB EQUIPMENT	8,620.87	2,474.29	7,000.00	711.17	0.10	6,000.00	
Total Expenses	1,000,325.93	1,033,042.90	1,157,076.81	730,671.21	0.63	1,264,998.96	

HAYDEN AREA REGIONAL SEWER BOARD

PROPOSED BUDGET 2026-2027----- DRAFT ONLY-Facility Plan Split

INTERCEPTOR (13)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
Temporary Help/Flagger	-		3,000.00		-	4,000.00	
Interceptor Fuel	-	169.63	1,000.00	-	-	1,000.00	
Reserve Fund	-		2,000.00		-	2,000.00	
INTERCEPTOR REPAIRS TRTMN	2,021.96	1,432.69	13,000.00	8,123.04	0.62	20,000.00	Air Release
Interceptor/ Empire Repair	593.75		-		#DIV/0!		
Telephone/Interceptor	464.15	338.68	1,200.00	157.48	0.13	1,000.00	
VAC TRUCK/PARTS/REPAIRS	2,385.36	1,318.35	2,500.00	2,499.88	1.00	2,500.00	
Total Expenses	5,465.22	3,259.35	22,700.00	10,780.40	0.47	30,500.00	
COLLECTOR (14)							
Collector Salary- 2 F/T							
Collector Fuel	4,639.70	3,963.80	9,000.00	3,635.19	0.40	9,000.00	
TELEPHONE/COLLECTOR	256.16	50.28	600.00	-	-	600.00	
COLLECTOR Maint& Repair/Supplies	8,354.32	5,064.23	10,000.00	1,881.56	0.19	10,000.00	
VAC TRUCK/PARTS/REPAIRS	3,903.86	9,372.48	5,000.00	11,172.44	2.23	8,000.00	
Collection System Video Equipment	-				#DIV/0!		
Total Expenses	17,154.04	18,450.79	24,600.00	16,689.19	0.68	27,600.00	
PRETREATMENT (25)							
Pretreatment Compliance	-		1,000.00		-	1,000.00	IDPES pretreatment requirements ????
							-
ENTITY Testing (25)							
PCB Testing Collections	19,152.74	9,716.59	21,000.00	3,810.00	0.18	15,000.00	toxic management plan testing
IPDES Plans-BNP for PCB and Dioxin	-	-	1,500.00	-	-	1,000.00	
Total Expenses	19,152.74	9,716.59	22,500.00	3,810.00	0.17	16,000.00	
GRAND TOTAL	2,484,349.02	2,548,173.90	3,046,710.51	1,856,066.71	0.61	3,348,490.24	
	4.71%	2.57%	19.56%		-	9.91%	
	Total Budget Increase	Total Budget Increase	Total Budget Increase			Total Budget Increase	

HAYDEN AREA REGIONAL SEWER BOARD

PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

REPLACEMENT (54) ADMINISTRATION	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
INVESTMENT/ HLSD	349,350.00	289,835.00	326,060.00	228,865.02	0.70	324,450.00	estimate only- payment schedule shows current- 04/2026 Numbers
INVESTMENT/ CITY OF HAYDE	1,135,800.00	996,775.00	1,060,080.00	810,285.03	0.76	1,160,250.00	estimate only- payment schedule shows current
INVESTMENT/ KOOTENAI CO.	14,850.00	13,390.00	13,860.00	10,849.98	0.78	15,300.00	estimate only- payment schedule shows current
Total Revenues	1,500,000.00	1,300,000.00	1,400,000.00	1,050,000.03	0.75	1,500,000.00	
Anticipated Replacement Items:	4,335,000.00	97,299.16	2,676,627.46	18,704.38	0.01	1,976,522.66	
Unanticipated Replacement Items	60,000.00	51,543.36	60,000.00	18,704.38	0.31	60,000.00	
BNR Slide Gates (now 2028)/IR Pumps & Piping			-	-			Putting off for Another Year
Clarifier 3 Mechanism -2028							Putting Off for Another Year
ARV Vault Replacement			15,000.00			15,000.00	
Facility Plan						162,000.00	
Vehicle Replacement	40,000.00	45,755.80	55,000.00			400,000.00	Replacement for F450 Super Truck (2007)
Vactor Replacement							Replacement of Vactor (2010 Vehicle) This will need to be addressed in the next year or so
Hayden-Atlas Forcemain-2025 Design/Replacement	10,000.00		-			-	
Hayden-Ramsey Forcemain						-	
Ramsey-Honeysuckle Forcemain			387,522.66			387,522.66	Updated 5/2026 Bid Number (466,894.77)
Aeration System			340,000.00				Not Done in 2025-2026, plan for 2027-2028
H3 System Design			620,640.00			320,000.00	Partial in Construction
H3 Replacement			898,464.80				Partial in Construction
Seltice Way to Spokane River 14" to 30 "			300,000.00			300,000.00	Partial in Construction
15" Forcemain H-1 to Hwy 95							
Honeysuckle/4th Roundabout to connect H-1,H-D						332,000.00	
Scump Pit #1 Design/Construction							Delayed due to finances until 2027-2028 (\$300,000)
Honeysuckle/Ramsey to Reed Road Construction/Design							Partial in Construction, (\$1,310,777.50 Delay due to Finances)
Turbine Pumps Land Application							
Design/Construction							Delayed until 2027-2028 (\$1,187,000.00)
Construction/ Capital			1,173,148.31	-		937,372.11	
Facility Plan						162,000.00	
Connection Fee Refunds	50,000.00		50,000.00			50,000.00	
Huetter Road Outfall/Easement			-				
Ramsey-Honeysuckle Forcemain			79,372.11			79,372.11	Updated 5/2026 Bid Number (466,894.77)
Aeration System			160,000.00				Not Done in 2025-2026, plan for 2027-2028
H3 System Design			155,160.00			80,000.00	If Design is delayed into next year
H3 Construction			224,616.20				
Seltice Way to Spokane River 14" to 30 "			300,000.00			300,000.00	

HAYDEN AREA REGIONAL SEWER BOARD

PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

15" Forcemain H-1 to Hwy 95 Honeysuckle Roundabout to connect H-1,H-D						68,000.00	
Huetter/Hayden Intersection			6,000.00				Delayed due to finances until 2027-2028 (\$231,000)
Honeysuckle/Ramsey to Reed Road Construction/Design							Partial in Replacement , (\$268,472.50 Delay due
I-90 Design & Construction			198,000.00			198,000.00	
Turbine Pumps Land Application Design/Construction							Delayed until 2027-2028 (\$243,000.00)

PAYMENT SCHEDULE FOR
2026-2027 Budget Updated 07/13/2026
Draft Information with Facility Plan Split and Personnel Changes

		CITY	HLSD	AIRPORT	
2026-2027 Draft Information		77.35%	21.63%	1.02%	-
ADM	\$ 867,779.24	671,227.24	187,700.65	8,851.35	
Treatment PLANT Only	\$ 948,000.00	733,278.00	205,052.40	9,669.60	
LAND APP ***Incl Farm Inc	\$ 192,612.04	148,985.41	41,661.98	1,964.64	
O&M 83.91% OF 1264998.96	\$ 1,061,460.63	821,039.80	229,593.93	10,826.90	
Collection+ O & M 14.09%	\$ 205,838.35	205,838.35	-		
	3,275,690.26	2,580,368.80	664,008.97	31,312.49	3,275,690.26
INTERCEPTOR		77.35%	21.63%	1.02%	
2% OF 1264998.96	25,299.98	19,569.53	5,472.39	\$ 258.06	25,299.98
100% COST (H-4)				-	
100% COST	30,500.00	23,591.75	6,597.15	311.10	
	55,799.98	43,161.28	12,069.54	569.16	55,799.98
Pretreatment		77.35%	21.63%	1.02%	
	1,000.00	773.50	216.30	10.20	1,000.00
Entity Testing		77.35%	21.63%	1.02%	
	16,000.00	12,376.00	3,460.80	163.20	16,000.00
TOTAL COSTS	\$ 3,348,490.24	\$ 2,636,679.59	\$ 679,755.60	\$ 32,055.05	\$ 3,348,490.24
New Budget 26-27 Amount PER MONTH	\$ 219,723.30	\$ 56,646.30	\$ 2,671.25		
Last 6 months Budget Amount	\$ 199,927.44	\$ 51,534.89	\$ 2,430.22		
REPLACEMENT FOR 2026-2027		77.35%	21.63%	1.02%	
	\$ 1,500,000.00	\$ 1,160,250.00	\$ 324,450.00	\$ 15,300.00	\$ 1,500,000.00
New Budget Amount PER MONTH	\$ 96,687.50	\$ 27,037.50	\$ 1,275.00		
Last 6 months Budget Amount	\$ 90,241.67	\$ 25,235.00	\$ 1,190.00		
New Total 26-27 Amount PER MONTH	\$ 316,410.80	\$ 83,683.80	\$ 3,946.25		
Last 6 months Total Monthly Payment	\$ 290,169.10	\$ 76,769.89	\$ 3,620.22		

**NOTICE OF PUBLIC HEARING
BUDGET FOR FISCAL YEAR 2026-27
HAYDEN AREA REGIONAL SEWER BOARD (HARSB)**

Notice is hereby given that the HARSB in 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. The hearing will be held at 3 p.m... Or as soon thereafter as can be heard on September 17, 2026, located at Hayden Area Regional Sewer Board, 10789 N. Atlas Road, Hayden, Idaho. At said hearing all interested persons are invited to appear and show cause, if any they have, why said proposed budget should or should not be adopted. Anyone needing special accommodations in order to participate in the hearing should contact the Secretary at Hayden Area Regional Sewer Board by September 14, 2026 to allow for time to make such accommodations. The phone number for the Secretary is 208-772-0672x101. A copy of the HARSB budget is available for inspection at the HARSB office during regular office hours.

*Amended Items 2025-2026 Budget

Operations

	FY 2024-2025	FY 2025-2026	FY 2026-2027
Anticipated Expenses	Actual	Amended Budget	Proposed Budget
Administration	\$ 563,578	\$ 648,842	\$ 932,779
Treatment Expenses	\$ 791,505	\$ 940,500	\$ 948,000
Land Application Reuse Farm	\$ 147,034	\$ 247,092	\$ 210,212
Plant Operation & Maintenance	\$ 914,036	\$ 1,023,781	\$ 1,061,461
Interceptor (Force Mains)	\$ 23,920	\$ 45,842	\$ 55,800
Collection System	\$ 116,796	\$ 134,754	\$ 205,838
Pre-Treatment & Entity Testing	\$ 9,717	\$ 23,500	\$ 17,000
Total	\$ 2,566,586	\$ 3,064,311	\$ 3,431,090
Anticipated Revenue			
Revenue from DEQ Planning Grant			\$ 65,000
Revenue from Reuse Farm	\$ 18,412	\$ 17,600	\$ 17,600
Revenue from Entities	\$ 2,548,174	\$ 3,046,711	\$ 3,348,490
Total	\$ 2,566,586	\$ 3,064,311	\$ 3,431,090

Replacement

Anticipated Expenses

Replacement Costs	\$ 97,299	\$ 2,676,628*	\$ 1,976,523
Replacement Reserves	\$ 4,917,713	\$ 3,753,288*	\$ 6,952,633
Total	\$ 5,015,012	\$ 6,429,916	\$ 8,929,156

Anticipated Revenue

Reserve Revenue	\$ 3,715,012	\$ 5,029,916	\$ 7,429,156
Revenue from Entities	\$ 1,300,000	\$ 1,400,000	\$ 1,500,000
Total	\$ 5,015,012	\$ 6,429,916	\$ 8,929,156

Capital / Construction

Anticipated Expenses

Facility Plan	\$		\$ 162,000
Capital Reserve	\$ 5,325,435	\$ 3,970,843*	\$ 4,892,047
15" ForceMain	\$	\$	\$ 68,000

Honeysuckle/Reed to H1, H1D					
Ramsey/HoneysucForcemain			\$	79,392*	\$ 79,392
Aeration System			\$	160,000	\$
Connection Fee Refund	\$		\$	50,000	\$ 50,000
H3 Design			\$	379,776*	\$ 80 000
I-90 Intersection			\$	198,000*	\$ 198,000
Huetter & Hayden Intersection			\$	6,000*	\$
Seltice Way to Spokane River					
14" to 30"			\$	300,000	\$ 300,000
Total	\$	5,325,435	\$	5,143,991	\$ 5,829,419
Anticipated Revenue					
Entity Construction Fund	\$		\$		\$
Capital Reserves	\$	5,325,435	\$	5,143,991	\$ 5,829,419
Total	\$	5,325,435	\$	5,143,991	\$ 5,829,419

Stephanie Oliver, Secretary
September 3 and September 10, 2026

ADDENDUM TO

HAYDEN AREA REGIONAL SEWER BOARD

2026-2027 BUDGET

Kootenai County, City of Hayden, and the Hayden Lake Sewer District (collectively "Parties" or "Members") approval of the Hayden Area Regional Sewer Board Budget for the 2026-2027 financial year includes contingencies for the approval of expenditures listed as Budget Line Items listed below:

****Line Items 1, 4 and 6: \$550,000 Facility Plan** to be paid for as follows: \$65,000 DEQ Grant, \$162,000 O & M, \$162,000 Replacement, \$162,000 Construction

****Line Item 2: \$150,000 Roofing plus normal maintenance** only approved if this project is not completed in the current 2025-2026 budget year

****Line Item 3: \$27,600 Collector (14)** to be paid solely by the City of Hayden

****Line Item 5: \$387,522.66 and \$79,372.11 Ramsey-Honeysuckle Forcemain** will only be paid if this project is not completed in the current 2025-2026 budget year. The \$387,522.66 and \$79,372.11 are included in the \$725,000 MOU with the City of Hayden. (BID came in at \$466,894.77)

****Line Item 7: \$300,000 Seltice Way to Spokane River** only approved if this project is not completed in the current 2025-2026 budget year

****Line Item 8: \$198,000 I-90 Design & Construction** only approved if this project is not completed in the current 2025-2026 budget year

No budget line items will change from the 2026-2027 budget spreadsheet dated 07-24-26

****Contingent Budget Items**

Because the design and cost estimates for the Contingent Budget Items have not yet been determined, the Members of HARSB agree that prior to awarding any bids or proceeding with construction, there shall be a required unanimous vote by the Members for said Items, which shall be treated as a "Major Decision" under the Fourth Amended Joint Powers Agreement, Article V, Section b.

Subject to the specific terms below, no bids shall be awarded for the Contingent Budget Items without unanimous consent and approval of the Members of HARSB. The Parties further agree as follows:

Page 2 HARSB 2026-2027 Budget

Lines 1,2,3,4,5,6,7,8:

- Hayden Lake Sewer District agrees that it shall approve Line Items 1,2,3,4,5,6,7,8 if the bids for those items come in at or below each budgeted line-item.
 - Hayden Lake Sewer District shall be under no obligation to approve Line Items 1,2,3,4,5,6,7,8 if any money budgeted for lines 1,2,3,4,5,6,7,8 will be transferred to any other line item in the 2026-2027 HARSB fiscal year budget.
 - HARSB Members agree that no money budgeted for lines 1,2,3,4,5,6,7,8 will be transferred to any other budget line item during the remaining 2026-2027 HARSB fiscal year budget

KOOTENAI COUNTY

By_____

Its_____

Dated_____

CITY OF HAYDEN

By_____

Its_____

Dated_____

HAYDEN LAKE SEWER DISTRICT

By_____

Its_____

Dated_____

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

HLSD Addendum Line Items		ADMINISTRATION (10)	Actual 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
						Approx. 8 Months=66.6%	Complete		
	Expenses								
	501010	SALARIES GENERAL - Administrative	195,610.46	205,891.54	221,067.00	148,738.78	0.67	219,079.99	Requested proposal of 3% Staff Cola
	501210	Administrator Mileage Reimburse	-				#DIV/0!		
	502110	FICA GENERAL - ADM	11,267.62	11,410.12	13,706.15	8,357.85	0.61	13,969.84	
	502210	MEDICARE GENERAL - ADM	2,635.21	2,668.52	3,316.01	1,954.65	0.59	3,379.80	
	502410	PERSI GENERAL - ADM	22,435.01	24,331.57	25,202.02	17,789.21	0.71	25,673.52	
	502510	MEDICAL INS - ADM	73,232.87	68,956.80	87,403.55	63,821.51	0.73	70,669.12	12% Anticipated Increase
	502610	Unemployment	295.27	250.23	497.40	182.65	0.37	506.97	
	502710	WORKMAN COMPENSATION GEN	19,004.00	21,446.25	24,000.00	18,885.50	0.79	24,000.00	
	502810	Retirement		-	500.00	-	-	500.00	
	511210	LEGAL SERVICES GENERAL -	69,934.21	52,508.50	35,000.00	19,060.50	0.54	45,000.00	
	511410	AUDIT	11,000.00	13,000.00	14,000.00	16,000.00	1.14	18,000.00	
	511510	TESTING/IMMUNIZATIONS/TRA	80.00	-	100.00	-	-	100.00	
1	511610	CONSULTING GENERAL - ADM	14,780.00	22,908.75	45,000.00	24,047.14	0.53	262,250.00	Onsite Eng: IR Pumps, SC1&SC2 Scum Piping, Facility Plan
	521110	BUILDING MAINTENANCE GEN	361.84	7,511.41	15,000.00	18,510.82	1.23	10,000.00	\$162,000 (\$550.00 - \$65,000 grant then split)
	522010	EQUIP/MAINT AGREEMENT GE	719.27	676.19	1,500.00	938.01	0.63	1,000.00	\$550,000 See Addendum
	522210	GAS/OIL/CAR REPAIRS	945.37	732.36	1,000.00	228.71	0.23	3,000.00	
	525110	CLAIMS/LOSSES GENERAL -	-		500.00		-	500.00	Age of Vehicle more Service Required, Auto Costs getting higher
	531110	INSURANCE GENERAL - ADM	53,357.00	96,043.00	113,000.00	111,798.00	0.99	121,000.00	Updated Number from ICRMP \$114,034
	531210	POSTAGE GENERAL - ADM	495.97	543.04	600.00	11.10	0.02	600.00	
	531310	TELEPHONE/COMM SERVICES	4,788.18	5,188.35	6,000.00	3,608.90	0.60	6,000.00	
	531410	ADVERTISING GENERAL - A	355.31	569.47	1,700.00	691.32	0.41	1,700.00	
	532110	MEAL EXPENSE GENERAL - A	870.41	1,175.15	1,500.00	345.74	0.23	1,500.00	
	532210	TRAVEL EXPENSE-MILEAGE G	366.62	788.46	1,300.00	354.67	0.27	1,500.00	
	532310	LODGING GENERAL - ADM	1,113.04	636.95	1,500.00		-	1,500.00	
	541210	OFFICE SUPPLIES GENERAL	1,197.61	1,987.37	2,000.00	835.93	0.42	2,000.00	
	541310	BOOKS/PHOTOS/PRINTED MAT	144.99		200.00		-	200.00	
	541410	COMPUTER SOFTWARE ADM	8,451.95	9,325.66	10,000.00	8,017.99	0.80	10,000.00	
	546010	UNIFORMS	153.14	112.00	400.00		-	400.00	
	549110	DUES & FEES/REGISTRA ADM	3,442.75	6,204.27	7,000.00	2,334.21	0.33	7,000.00	
	549210	BANK CHGS./MISC. FEES GE	2,039.58	2,022.20	3,000.00	1,279.29	0.43	3,000.00	Positive Pay and Inc. in Direct Deposit Costs
	563310	JANITORIAL SUPPLIES GENE	311.57	188.33	600.00	37.98	0.06	500.00	
	564110	WATER & GARBAGE ADM	4,540.53	6,438.88	5,500.00	5,674.65	1.03	6,000.00	Avondale Water Yrly Billing
	631010	FURNITURE PURCHASED GEN	309.23	87.78	500.00		-	500.00	
	641010	EQUIPMENT PURCHASE GENER	46.21	470.37	500.00	159.50	0.32	500.00	
	645010	OFFICE EQUIPMENT PURCHAS	969.86	473.74	750.00	-	-	750.00	
	646010	Docuware System	3,812.11	4,387.74	5,000.00	4,913.75	0.98	5,500.00	
		Total Expenses-Current Year Reim	\$ 509,067.19	563,577.90	\$ 648,842.13	478,578.36	0.74	\$ 867,779.24	\$550,000 Facility Plan Estimate Verifying with Engineer

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

HLSD Addendum Line Items		Treatment Plant Only (11)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
	Revenues								
		Total Revenues							
		Gross Profit							
	Expenses								
	511811	IDPES Permit COMPLIANCE	12,034.12	11,933.92	17,000.00	1,469.33	0.09	17,000.00	
2	524311	PLANT M/R EQUIP/BLDG	104,444.12	132,985.34	140,000.00	72,182.43	0.52	150,000.00	roofing plus normal maintenance See Addendum
	526011	LS - H-3	24,189.57	9,345.94	10,000.00	7,904.06	0.79	15,000.00	
	526111	BIOSOLIDS HANDLING	48,590.50	71,846.00	50,000.00	18,207.15	0.36	50,000.00	
	526211	BIOSOLIDS HANDLING-Ritzville BUF	3,016.93	2,995.00	-	11,557.05	#DIV/0!	15,000.00	
	526311	BIOSOLIDS HANDLING-Field Apply	4,490.10	3,853.09	15,000.00	270.00	0.02	5,000.00	
	541411	SCADA-Computer	24,676.09	37,701.22	40,000.00	23,533.88	0.59	40,000.00	
	541511	Plant Instrumentation	9,221.71	18,512.98	15,000.00	12,259.31	0.82	19,000.00	
	561111	BLDG REPAIRS & MAINTENANC	4,186.87	11,956.14	10,000.00	566.38	0.06	10,000.00	
	563011	CHEMICALS - CHLORINE/SO2	32,247.74	24,308.64	33,000.00	22,762.86	0.69	33,000.00	
	563111	Chemicals- Tertiary	59,607.36	58,114.20	70,000.00	49,542.84	0.71	70,000.00	
	563211	BULK FUEL/LUBES & OILS	3,913.76	4,459.16	4,500.00	-	-	4,500.00	
	563311	CHEMICALS/Polymer	86,331.45	75,394.79	75,000.00	46,043.44	0.61	78,000.00	Price Increase
	563411	Tertiary Process Testing/Supplies	1.42	4,068.93	2,500.00	-	-	2,500.00	
	563611	LANDSCAPING/SUPPLIES/REPA	564.43	1,961.80	2,000.00	455.37	0.23	2,000.00	
	564011	ELECTRICITY TRTMNT PLNT	298,004.96	252,682.38	360,000.00	194,420.15	0.54	360,000.00	
	564111	GARBAGE & SEWER TRTMNT PL	5,352.69	7,150.23	5,500.00	4,732.80	0.86	7,000.00	
	564211	Solar Dryer Natural Gas	56,249.90	36,016.20	65,000.00	32,277.90	0.50	55,000.00	
	564311	Dewatering Bldg Natural Gas	7,952.70	4,693.02	10,000.00	1,448.00	0.14	7,000.00	
	572111	Reserve Fund	-	-	1,000.00	-	-	1,000.00	
	631011	FURNITURE PURCHASED TRTMN	-	-	500.00	-	-	500.00	
	641111	Equipment/Landscaping	-	2,988.12	-	-	-	1,000.00	
	641211	EQUIPMENT	2,756.47	17,937.79	5,000.00	2,515.32	0.50	5,000.00	
	645011	OFFICE EQUIPMENT	-	-	500.00	-	-	500.00	
	646011	Sweeper Attachment	-	599.97	9,000.00	6,677.10	0.74	-	
		Total Expenses	787,832.89	791,504.86	940,500.00	508,825.37	0.54	948,000.00	

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027----- DRAFT ONLY-Facility Plan Split

HLSD Addendum Line Items		Land Application (22)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
		Revenues							
	450022	FARM INCOME	18,412.00	18,412.00	17,600.00	17,612.00	1.00	17,600.00	
		Reimbursement							
		Total Revenues							
		Gross Profit	18,412.00	18,412.00	17,600.00	17,612.00	1.00	17,600.00	
		Expenses							
	501022	SALARIES/ LAND APPL SITE	22,936.92	25,518.61	59,663.26	10,873.54	0.18	58,940.97	Requested proposal of 3% Staff Cola
	502122	FICA/ LAND APPL SITE	1,782.31	1,944.95	3,699.12	909.41	0.25	3,654.34	
	502222	MEDICARE LAND APPL SITE	418.36	454.84	894.95	212.68	0.24	884.11	
	502622	UNEMPLOYMENT LAND APPL SITE	75.97	67.20	134.24	29.05	0.22	132.62	
	511622	PERMITS-CONSUL/TESTING	-		1,000.00		-	10,000.00	
	511822	Compliance/Eng Consult	-		2,000.00		-	2,000.00	
	521422	BLDG RENTAL	938.45	968.21	1,000.00	199.63	0.20	1,000.00	Portable Restroom
	524522	SPRAYING SERVICES	-	2,300.56	2,500.00		-	3,000.00	
	525022	TESTING/LAND APP	4,071.28	3,498.86	5,500.00	759.00	0.14	5,500.00	
	581122	CHLORINE	36,142.94	26,547.94	40,000.00	5,012.78	0.13	35,000.00	
	584022	ELECT/TELEPHONE/LAND APPL	32,637.10	40,214.69	33,600.00	14,318.12	0.43	40,000.00	KEC Electrical Price Increase
	586022	REPAIRS/MISC PARTS/LAND A	93,817.98	45,476.45	40,000.00	37,278.89	0.93	50,000.00	
	589022	TAXES/INS	41.20	41.20	100.00	41.20	0.41	100.00	
	641222	LAND APPLICATION/EQUIP	2,736.86		25,000.00	54,689.88	2.19		
	641222	Tractor Mower			32,000.00				
	661122								
		Total Expenses	195,599.37	147,033.51	247,091.57	124,324.18	0.50	210,212.04	

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

HLSD Addendum Line Items		O & M Treatment (12)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
	501012	SALARIES TRTMNT-	589,738.16	618,848.32	601,667.00	451,475.53	0.75	677,240.75	Requested of 3% Staff Cola, CPI 2.7% December 2025, January 2026 2.4, February 2.4% Annual 2025 is 2.69%, Move Current Laborer to Operator, Add Another Laborer-- Overall + 1 FTE
	501112	Salaries Treatment-Overtime	27,469.31	10,753.00	23,558.77	7,510.43	0.32	28,515.77	
	502112	FICA TRTMNT-	35,859.93	35,237.20	38,764.00	27,308.95	0.70	43,089.47	
	502212	MEDICARE TRTMNT-	8,385.14	8,240.87	9,378.39	6,386.69	0.68	10,424.87	
	502412	PERSI TRTMNT	68,117.82	71,739.15	80,579.45	53,761.75	0.67	91,270.65	
	502512	MEDICAL INS. TRTMNT	110,244.91	90,193.16	167,142.44	67,832.04	0.41	149,524.83	Estimated 12% Increase for next year
	502612	UNEMPLOYMENT TRTMNT	1,070.88	968.00	1,406.76	677.86	0.48	132.62	
	511512	DRUG TESTING SERVICES	815.00	640.00	800.00	415.00	0.52	800.00	
	521112	CUSTODIAL SERVICES	8,782.00	8,756.00	10,000.00	7,814.00	0.78	10,000.00	
	522112	OUTSIDE VEHICLE SERVICES	13,158.40	16,504.82	16,000.00	4,227.72	0.26	22,000.00	
	522212	FUEL VEHICLES	9,984.71	9,018.70	15,000.00	4,469.44	0.30	15,000.00	
	524212	GENERATOR M & R	7,537.81	18,812.59	14,000.00	8,045.10	0.57	20,000.00	twice yearly M/R and load testing
	525012	LAB TESTING-OUTSIDE SERV	10,597.84	15,683.91	22,000.00	16,771.41	0.76	35,000.00	Price Increases
	526012	LAB TESTING- PCB TESTING/SU	14,156.00	19,593.63	30,000.00	8,642.67	0.29	25,000.00	
	531212	POSTAGE-LAB	2,533.86	3,702.83	5,000.00	3,082.91	0.62	7,000.00	Increase Lab Mailing for New Tests
	531312	TELEPHONE/COMM SERVICES T	11,192.75	11,259.51	12,000.00	8,068.61	0.67	12,000.00	
	531612	UNIFORMS/CLEANING PLANT P	5,804.77	5,115.36	7,000.00	2,711.39	0.39	5,000.00	
	531712	Rental Uniforms/Cleaning						2,000.00	Omnia Contract
	532112	MEAL EXPENSE TRTMNT	2,239.45	1,470.01	2,500.00	1,031.61	0.41	3,000.00	Scadafest- Florida
	532212	TRAVEL EXPENSE-MILEAGE TR	225.20	1,028.92	3,000.00	1,245.96	0.42	3,000.00	Scadafest- Florida
	532312	LODGING TRTMNT PLNT	-		3,000.00	1,818.85	0.61	3,000.00	
	541212	OFFICE SUPPLIES TRTMNT	549.87	1,721.29	1,000.00	-	-	1,000.00	
	541312	BOOKS TRTMNT PLNT	296.97	729.75	300.00	-	-	300.00	
	541412	COMPUTER SUPPLIES TRTMNT-	662.99	10,509.67	10,000.00	9,074.16	0.91	12,000.00	Op10 and Antero \$8478 (2025 price)
	541512	OFFICE EQUIP/MAINTENANCE	1,132.37	1,219.03	1,200.00	710.18	0.59	1,200.00	
	541612	IMMUNIZATION SERVICES	439.00	169.00	500.00	-	-	500.00	
	545012	SAFETY SUPPLIES	9,537.14	13,127.67	8,500.00	6,561.09	0.77	11,000.00	
	546012	Uniform Cold Gear Allowance	2,615.82	2,881.79	4,500.00	1,796.41	0.40	5,000.00	Cold Weather Supplies Increase
	549112	DUES & REGISTRATION FEES	2,439.03	4,476.84	10,000.00	3,351.98	0.34	8,000.00	New Employee Training and WEF, IDOT
	561012	Winter Maintenance	6,932.77	2,761.06	4,000.00	1,610.01	0.40	4,000.00	
	561212	SHOP SUPPLIES	2,911.40	4,852.34	4,000.00	3,352.51	0.84	5,000.00	
	561412	LAB EQUIPMENT REPAIRS TRT	2,202.90	873.60	3,000.00	2,278.68	0.76	4,000.00	
	563112	TOOLS TRTMNT	1,709.92	1,520.24	2,500.00	854.38	0.34	3,000.00	
	563312	JANITORIAL SUPPLIES TRTMN	827.35	1,065.35	4,000.00	553.49	0.14	4,000.00	
	563412	LAB TESTING/SUPPLIES ETC	25,180.06	24,799.11	26,780.00	6,804.25	0.25	27,000.00	
	563612	VEHICLE REPAIRS/PARTS/MAI	4,290.11	5,553.37	2,000.00	6,429.08	3.21	5,000.00	
	583612	VAC TRUCK/PARTS/REPAIRS		1,069.72	2,000.00	1,274.84	0.64	2,000.00	
	641012	EQUIPMENT PURCHASE TRTMN	2,063.42	5,672.80	3,000.00	2,011.06	0.67	3,000.00	
	641112	LAB EQUIPMENT	8,620.87	2,474.29	7,000.00	711.17	0.10	6,000.00	-
		Total Expenses	1,000,325.93	1,033,042.90	1,157,076.81	730,671.21	0.63	1,264,998.96	

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

HLSD Addendum Line Items		INTERCEPTOR (13)	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
	511713	Temporary Help/Flagger	-		3,000.00		-	4,000.00	
	522214	Interceptor Fuel	-	169.63	1,000.00	-	-	1,000.00	
	573213	Reserve Fund	-		2,000.00		-	2,000.00	
	576113	INTERCEPTOR REPAIRS TRTMN	2,021.96	1,432.69	13,000.00	8,123.04	0.62	20,000.00	Air Release
	576213	Interceptor/ Empire Repair	593.75		-		#DIV/0!		
	581313	Telephone/Interceptor	464.15	338.68	1,200.00	157.48	0.13	1,000.00	
	583613	VAC TRUCK/PARTS/REPAIRS	2,385.36	1,318.35	2,500.00	2,499.88	1.00	2,500.00	
		Total Expenses	5,465.22	3,259.35	22,700.00	10,780.40	0.47	30,500.00	
3		COLLECTOR (14)							See Addendum
	501014	Collector Salary- 2 F/T							
	522214	Collector Fuel	4,639.70	3,963.80	9,000.00	3,635.19	0.40	9,000.00	
	581314	TELEPHONE/COLLECTOR	256.16	50.28	600.00	-	-	600.00	
	583514	COLLECTOR Maint& Repair/Supplies	8,354.32	5,064.23	10,000.00	1,881.56	0.19	10,000.00	
	583614	VAC TRUCK/PARTS/REPAIRS	3,903.86	9,372.48	5,000.00	11,172.44	2.23	8,000.00	
	641014	Collection System Video Equipment	-				#DIV/0!		
		Total Expenses	17,154.04	18,450.79	24,600.00	16,689.19	0.68	27,600.00	
		PRETREATMENT (25)							
	511825	Pretreatment Compliance	-		1,000.00		-	1,000.00	IDPES pretreatment requirements ????
		ENTITY Testing (25)							
	526025	PCB Testing Collections	19,152.74	9,716.59	21,000.00	3,810.00	0.18	15,000.00	toxic management plan testing
	512425	IPDES Plans-BNP for PCB and Dioxin	-	-	1,500.00	-	-	1,000.00	
		Total Expenses	19,152.74	9,716.59	22,500.00	3,810.00	0.17	16,000.00	
		GRAND TOTAL	2,484,349.02	2,548,173.90	3,046,710.51	1,856,066.71	0.61	3,348,490.24	
			4.71%	2.57%	19.56%		-	9.91%	
		Total Budget Increase		Total Budget Increase	Total Budget Increase			Total Budget Increase	

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027---- DRAFT ONLY-Facility Plan Split

HLSD Addendum Line Items		REPLACEMENT (54) ADMINISTRATION	HARSB 2023-2024	Actual 2024-2025	HARSB Budget 2025-2026	Actual Current Exp 2025-2026	% of Completion	HARSB Budget 2026-2027	Current or Last Years Notes
	Revenues								
	411054	INVESTMENT/ HLSD	349,350.00	289,835.00	326,060.00	228,865.02	0.70	324,450.00	estimate only- payment schedule shows current- 04/2026 Numbers
	411154	INVESTMENT/ CITY OF HAYDE	1,135,800.00	996,775.00	1,060,080.00	810,285.03	0.76	1,160,250.00	estimate only- payment schedule shows current
	411254	INVESTMENT/ KOOTENAI CO.	14,850.00	13,390.00	13,860.00	10,849.98	0.78	15,300.00	estimate only- payment schedule shows current
		Total Revenues	1,500,000.00	1,300,000.00	1,400,000.00	1,050,000.03	0.75	1,500,000.00	
	681054	Anticipated Replacement Items:	4,335,000.00	97,299.16	2,676,627.46	18,704.38	0.01	1,976,522.66	
		Unanticipated Replacement Items	60,000.00	51,543.36	60,000.00	18,704.38	0.31	60,000.00	
		BNR Slide Gates (now 2028)/IR Pumps & Piping			-	-			Putting off for Another Year
		Clarifier 3 Mechanism -2028							Putting Off for Another Year
		ARV Vault Replacement			15,000.00			15,000.00	
		Facility Plan						162,000.00	See Addendum
		Vehicle Replacement	40,000.00	45,755.80	55,000.00			400,000.00	Replacement for F450 Super Truck (2007)
		Vactor Replacement							Replacement of Vactor (2010 Vehicle) This will need to be addressed in the next year or so
		Hayden-Atlas Forcemain-2025 Design/Replacement	10,000.00		-			-	
		Hayden-Ramsey Forcemain						-	
		Ramsey-Honeysuckle Forcemain			387,522.66			387,522.66	Updated 5/2026 Bid Number (466,894.77) See Addendum
		Aeration System			340,000.00				Not Done in 2025-2026, plan for 2027-2028
		H3 System Design			620,640.00			320,000.00	Partial in Construction
		H3 Replacement			898,464.80				Partial in Construction
		Seltice Way to Spokane River 14" to 30 " 15" Forcemain H-I to Hwy 95			300,000.00			300,000.00	Partial in Construction
		Honeysuckle/4th Roundabout to connect H-I,H-D						332,000.00	
		Scump Pit #1 Design/Construction							Delayed due to finances until 2027-2028 (\$300,000)
		Honeysuckle/Ramsey to Reed Road Construction/Design							Partial in Construction, (\$1,310,777.50 Delay due to Finances)
		Turbine Pumps Land Application Design/Construction							Delayed until 2027-2028 (\$1,187,000.00)
		Construction/ Capital			1,173,148.31	-		937,372.11	
		Facility Plan						162,000.00	See Addendum
		Connection Fee Refunds	50,000.00		50,000.00			50,000.00	
		Huetter Road Outfall/Easement			-				
		Ramsey-Honeysuckle Forcemain			79,372.11			79,372.11	Updated 5/2026 Bid Number (466,894.77) See Addendum
		Aeration System			160,000.00				Not Done in 2025-2026, plan for 2027-2028
		H3 System Design			155,160.00			80,000.00	If Design is delayed into next year
		H3 Construction			224,616.20				
		Seltice Way to Spokane River 14" to 30 "			300,000.00			300,000.00	See Addendum

HAYDEN AREA REGIONAL SEWER BOARD
PROPOSED BUDGET 2026-2027----- DRAFT ONLY-Y-Facility Plan Split

		15" Forcemain H-1 to Hwy 95 Honeysuckle Roundabout to connect H-1,H-D Huetter/Hayden Intersection					68,000.00	
					6,000.00			Delayed due to finances until 2027-2028 (\$231,000)
		Honeysuckle/Ramsey to Reed Road Construction/Design						Partial in Replacement, (\$268,472.50 Delay due to Finances)
8		I-90 Design & Construction			198,000.00		198,000.00	See Addendum
		Turbine Pumps Land Application Design/Construction						Delayed until 2027-2028 (\$243,000.00)

- C. **ACTION ITEM** Review and Discuss Artificial Intelligence Policy



Memo

To: Mayor and Hayden City Council
From: Shawn Langenderfer, Deputy City Clerk
Date: August 11, 2026
Agenda Item: Artificial Intelligence Policy

Agenda Item Location

New Business

Recommended Action or Motion

Discuss and give direction to submit policy for approval as a resolution or revise the policy as requested by Council.

Summary

As Artificial Intelligence (AI) becomes more common the City would like to add an AI Policy to the Employee Manual. The Draft took into consideration other municipalities that have approved AI policies and even contains recommendations from AI. I have included the Table of Contents to show where the policy would be placed in the Employee Manual.

Fiscal Impact

There is no impact this is a Policy Change Only

Budget Funding Source / Transfer Request

Not Applicable

Attachment

The attached Draft Policy has been reviewed by City Leadership and Legal.

I. ARTIFICIAL INTELLIGENCE EMPLOYEE USE POLICY

Artificial Intelligence (AI) is a technology that may be useful for certain tasks, but it must be utilized with due caution and in accordance with this policy. The use of AI technology cannot replace the professional knowledge and expertise, critical thought, analysis, and decision-making of employees in the workplace. If employees choose to utilize AI tools to assist in work tasks, the employee remains personally responsible and accountable for the accuracy and authenticity of the work product.

City employees have access to sensitive and confidential information that may not otherwise be publicly available. Many AI technologies collect, store, and analyze submitted data and information for a variety of potential commercial and other purposes. The City of Moscow and City employees have a duty to safeguard sensitive and confidential information, in compliance with applicable state and federal privacy and security laws.

If Employees choose to use AI technologies to assist in performing their work duties, employees must adhere to the following AI use requirements:

- Prior to utilizing AI technologies to assist in the performance of their work duties, all City employees shall discuss the proposed use of AI technologies with their supervisor to ensure that it is an appropriate use of AI technologies and that the supervisor is aware of the scope and nature of AI technology use. An employee's failure to inform their supervisor of the use of AI technologies in the performance of their duties may result in disciplinary actions.
- All City employees who wish to utilize AI technologies shall be required to complete the AI training and are expected to use generative AI technologies in a responsible and ethical manner. This includes safeguarding privacy and personal data, ensuring the technology is used only for lawful and beneficial purposes, avoiding deceptive or harmful applications, and promoting transparency and understanding of the technology's capabilities and limitations.
- Staff may not use AI technology without prior approval of their supervisor and verification that all required training has been completed.

All employees who are approved to utilize AI technologies in the performance of their job duties shall comply with the following requirements:

1. AI technologies shall not be used to replace the knowledge, expertise, judgment and decision-making of an employee.

2. Employees shall be responsible for any AI-generated work product they elect to use or generate. Employees must still make any discretionary decisions necessary in the performance of their job duties.
3. When using AI-generated content that contains technical information or computations, employees must independently verify the information generated by verifying the AI-generated content against at least one reputable, reliable, and verifiable source. It is important to remember that AI technology can provide inaccurate, unreliable, or incomplete information.
4. Employees shall not upload any Personal Identifiable Information and/or confidential or sensitive information into any AI tool. If employees are not certain whether information is confidential or sensitive, they must consult with their supervisor before uploading any data into any AI tool.
5. If employees utilize AI technology to create, alter or generate imagery, videos, or other visual or audio simulations, the use of AI technology must be disclosed, and the AI-generated image or video must contain a printed disclosure on the image or video material clearly indicating that the image or video is AI-generated.
6. Employees' use of any AI technology is subject to all City policies and procedures.
7. AI technology may not be used to assist in any employment decision (e.g., any decision relating to the hiring, conditions of employment, wages, disciplinary control, or termination of an employee).
8. Misuse of AI technologies or violation of this policy by City staff may result in corrective and/or disciplinary action.

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Artificial Intelligence Employee Use Policy INSERT HERE

CHAPTER 4 – EVALUATION AND DISCIPLINE

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CHAPTER 5 – EMPLOYEE BENEFITS

D. Recognition and Consideration of Community Concerns Regarding Automatic License Plate Recognition (ALPR) Cameras

AUTOMATED LICENSE PLATE RECOGNITION (ALPR)

Discussion & Awareness Brief

PURPOSE

Hayden does not currently utilize ALPR technology and is not presently considering implementation. No procurement, policy direction, vote, or other Council action is requested. This briefing is provided solely to support awareness and informed discussion of the technology, Idaho law, public-safety uses, and privacy implications.

Two perspectives

LAW ENFORCEMENT GUIDANCE

“Maximizing the value of ALPR can only be achieved through proper planning, implementation, training, deployment, and management of the technology and the information it provides.”

— U.S. DOJ / NIJ-sponsored guidance, 2012

PRIVACY PERSPECTIVE

“Photographing a single license plate one time on a public city street may not seem problematic... it can become very revealing.”

— Electronic Frontier Foundation, 2013

What ALPR does

- Uses cameras and software to capture license plates and convert the plate characters into searchable data. [1][3]
- Can compare captured plates with lists of vehicles of interest and generate an alert when a match occurs. [1][3]
- Depending on the platform and configuration, detections may also be stored and searched later by plate, time, location, or vehicle characteristics. [4][7]

Potential public-safety uses

- Stolen-vehicle identification and recovery. [1]
- Locating vehicles associated with felony or misdemeanor investigations. [2]
- Locating missing or endangered persons. [2]
- Providing investigative leads from previously recorded vehicle detections when historical search is enabled. [4][7]

Why Flock Safety is part of the discussion

Flock Safety is specifically included because recent Idaho and regional public discussion has focused heavily on Flock-branded ALPR systems. However, ALPR is a category of technology, not a single vendor. Privacy and governance questions also apply to other platforms, including Motorola Solutions' VehicleManager. [9][10]

Key distinction: vendor name alone does not determine privacy. Retention, sharing, search capabilities, access controls, auditing, contract terms, and local policy are decisive factors.

PRIVACY, IDAHO LAW & THE POST FALLS EXAMPLE

Privacy considerations

- **Collection:** ALPR systems can record vehicles passing a camera regardless of whether the vehicle or driver is suspected of wrongdoing. A typical detection can include plate, date/time and camera location; some platforms also classify vehicle characteristics. [1][4][7]
- **Retention:** Stored detections can remain searchable for a period set by law, contract, platform defaults, or agency policy. Flock states a 30-day default (subject to local law); Motorola states its customer controls retention. [5][8]
- **Access:** Historical search can turn separate observations into a record of where a vehicle was seen over time. User authorization and audit logs therefore matter. [4][7]
- **Sharing:** Both Flock and Motorola describe customer-controlled sharing with other law-enforcement users. Sharing can expand the practical reach of a local camera system. [6][8]
- **Misuse:** Idaho's audit requirement has practical significance: 2026 Idaho reporting documented repeated Flock searches involving the Jerome County sheriff's wife's vehicle, which were identified during audit review and referred for investigation. [10]

What Idaho law requires

Idaho Code § 49-1432, effective July 1, 2025, establishes statewide ALPR controls for agencies. [2]

- Permits ALPR use for law-enforcement purposes, traffic-flow analysis, or both. [2]
- For law-enforcement use, limits the data to felony or misdemeanor investigations, traffic accidents, or searches for missing/endangered persons. [2]
- Generally prohibits ALPR use to enforce traffic infractions except those associated with a traffic accident. [2]
- Limits access to authorized agency personnel and prohibits personal, political, or unrelated surveillance uses. [2]
- Requires mandatory user training regarding privacy, legal compliance and ethical use. [2]
- Requires every access/query to be logged with user identity, date, time and purpose. [2]
- Requires semiannual audits to detect unauthorized or suspicious activity. [2]

Retention clarification: Idaho Code § 49-1432 does not state a specific ALPR retention period. A July 24, 2026 Post Falls mayoral statement says Idaho law requires cities to retain images for at least two years, but this briefing does not treat that assertion as established statutory fact because the cited ALPR statute itself contains no such period. [2][9]

Post Falls: a nearby example of a narrower operating model

- Mayor Randy Westlund stated on July 24, 2026 that Post Falls does not use Flock and instead uses Motorola cameras. [9]
- The mayor stated that Post Falls owns the cameras and data, does not share the data commercially, audits access, and uses the system in connection with active cases. [9]
- He further stated that the Post Falls system is configured for real-time notification against active wanted lists and that the City does not track the movement of law-abiding residents. [9]
- Important distinction: Motorola's VehicleManager platform itself supports broader capabilities, including vehicle-location analytics, associate/convoy analysis, configurable retention, and agency-managed sharing. Post Falls' approach reflects local configuration and policy choices, not the platform's full capability. [7][8][9]

VERIFIED REFERENCES

Verified references

- [1] **U.S. Department of Justice, Office of Justice Programs.** Automated License Plate Recognition Systems: Policy and Operational Guidance for Law Enforcement (2012). <https://www.ojp.gov/library/publications/automated-license-plate-recognition-systems-policy-and-operational-guidance>
- [2] **Idaho Legislature / Idaho Code.** Idaho Code § 49-1432, Automated License Plate Readers - Data Access and Control; enacted by 2025 Senate Bill 1180. <https://legislature.idaho.gov/sessioninfo/2025/legislation/S1180/>
- [3] **Idaho Falls Police Department.** Automated License Plate Reader policy (included in April 6, 2026 work-session packet); describes image capture, OCR conversion, hot-list comparison and alerting. https://swagit-attachments.granicus.com/uploads/video/agenda_file/381233/04.06.26_Work_Session_Packet.pdf
- [4] **Flock Safety.** Frequently Asked Questions - searchable fields and 30-day default data storage. <https://www.flocksafety.com/faq>
- [5] **Flock Safety.** Terms and Conditions, § 4.1 Customer Data - customer ownership and license granted to Flock. <https://www.flocksafety.com/legal/terms-and-conditions>
- [6] **Flock Safety.** Law Enforcement Data Access / Trust Center - individual authentication, automatic logging, and optional customer-controlled sharing. <https://www.flocksafety.com/trust/law-enforcement-access>
- [7] **Motorola Solutions.** Vigilant VehicleManager - vehicle-location analytics, associate/convoy analysis, configurable retention and agency-managed sharing. https://www.motorolasolutions.com/en_xp/video-security-access-control/number-plate-recognition-camera-systems/vigilant-vehiclemanager-lpr-analytics-software.html
- [8] **Motorola Solutions.** Managing Your LPR Data FAQ - customer ownership, retention, sharing, commercial dataset and auditing/security controls. https://www.motorolasolutions.com/content/dam/msi/docs/products/license-plate-recognition-systems/vigilant-vehiclemanager/lpr_data_management_faq_en_us.pdf
- [9] **City of Post Falls / Mayor Randy Westlund.** Mayor's Statement regarding Flock and Post Falls' Motorola ALPR deployment, July 24, 2026. <https://www.postfallspolice.gov/m/NewsFlash/Home/Detail/208>
- [10] **East Idaho News.** Jerome County sheriff used Flock cameras to search for wife's vehicle, documents show (April 2026), reporting audit findings and subsequent investigation. <https://www.eastidahonews.com/2026/04/jerome-county-sheriff-used-flock-cameras-to-search-for-wifes-vehicle-documents-show/>
- [11] **Electronic Frontier Foundation.** Automated License Plate Readers Threaten Our Privacy (2013; co-authored with Peter Bibring of ACLU of Southern California). <https://www.eff.org/deeplinks/2013/05/alpr>

DISCUSSION OBJECTIVE

Understand the technology and its tradeoffs before Hayden ever faces a decision about whether or how it should be used.

5. **REPORTS**

A. City Administrator Report and Calendar Review

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 CANCELLED 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

September 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 30	31	Sep 1 1:00pm Public Safety Commission	2	3 4:00pm Veterans Commission	4	5
6	7 5:30pm Planning and Zoning Commission (Council Chambers)	8 5:00pm City Council Meeting (City Hall Council Chambers)	9 3:00pm Arts Commission	10 11:00am Historic Preservation Commission Meeting	11	12 3:00pm Hayden Art Showcase (McIntire Family Park (8930 N Government Wy, Hayden, ID 83835, United States))
13	14	15	16 4:00pm Parks & Recreation Commission	17	18	19
20	21 5:30pm Planning and Zoning Commission (Council Chambers)	22 5:00pm City Council Meeting	23	24	25	26
27	28	29	30	Oct 1	2	3

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