

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

Tuesday, May 12, 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 April 28, 2026 City Council Meeting Minutes

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

Tuesday, April 28, 2026

Regular Meeting: 5:00 PM

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

**CALL TO ORDER**

The meeting was called to order at 5:03 PM.

**ROLL CALL OF COUNCIL MEMBERS**

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

**PLEDGE OF ALLEGIANCE**

Mayor Davis led the pledge of allegiance

**ADDITIONS OR CORRECTIONS**

None

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

- A. Approval of April 7, 2026 Special City Council Meeting Minutes
- B. Approval of April 14, 2026 City Council Meeting Minutes
- C. Approval of Welch Comer and Associates, Inc. Engineering Services Agreement to Review Legal Descriptions
- D. Approval of Right-of-Way Purchase from Richard and Trisha Agueros for Hayden/Atlas Roundabout Project
- E. Approval of 2026 Richie's Dawg House Park Concessions Permit Application and Agreement
- F. Approval of Pickleball Lessons Contractual Services Agreement with Tom Darzes
- G. Approval of SafeBuilt On-Call Building Plan Review and/or Inspection Contract
- H. Approval of Contract Renewal with Western States CAT for Generator Maintenance
- I. Approval of Independent Contractor Agreement with Access Unlimited for Honeysuckle Boat Launch
- J. Approval of Bills for Payment

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

ROLL CALL VOTE:

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

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

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

Gina Rogers, a Rathdrum resident and Hayden small business owner, spoke in support of future regulation of kratom products within the city. She explained that her business has self-regulated for several years and supports measures such as labeling

requirements, age restrictions, and bans on synthetic or chemically adulterated products that are sometimes sold in gas stations. Ms. Rogers stated that removing synthetic products would improve public safety and noted that potential federal action on those products may be forthcoming.

She provided council members with informational materials, including a sample ordinance and additional resources related to kratom regulation. Mayor Davis referenced information previously submitted by Laura Romney of the Plant and Herbal Alliance. Ms. Rogers stated that she is knowledgeable about the differences between traditional kratom and synthetic products. Ms. Rogers also offered to answer future questions from council regarding the products and regulation options.

### **3. COMMISSION REPORT**

#### **A. Quarterly Reports**

Council had no questions or comments.

### **4. PUBLIC HEARING (Public Testimony will be received for these items)**

#### **A. ACTION ITEM PZE-25-0080 Sycamore Valley Subdivision Preliminary Plat Request Located at the Northwest Corner of North Maple Street and East Miles Avenue**

Mayor Davis read the procedures for an applicant initiated public hearing and opened the hearing at 5:15 p.m.

**STAFF INTRODUCTION:** Community Development Director Donna Phillips introduced the Sycamore Valley subdivision preliminary plat request, explaining that while subdivision applications typically involve a public hearing before the Planning and Zoning Commission followed by a City Council meeting, significant public input and discussion during the commission process led to scheduling a second public hearing before the council. This additional hearing was intended to allow council members to ask questions directly of both the public and the applicant.

Ms. Phillips explained that the applicant and engineer of record are Olson Engineering, representing property owner Kulka Land, LLC. The proposal involves a 37-lot subdivision on approximately 13 acres across two properties, with access planned from North Maple Street and East Miles Avenue. She noted that one of the parcels had recently undergone a boundary line adjustment.

Ms. Phillips also stated that following a public hearing and deliberation, the Planning and Zoning Commission recommended approval of the preliminary plat with staff-recommended conditions, along with two additional conditions added by the commission.

**APPLICANT:** Applicant representative Jeramie Terzulli introduced the Sycamore Valley subdivision proposal on behalf of Olson Engineering and property owner Kulka Land, LLC, explaining that the project has undergone approximately two years of review and coordination with city staff, engineers, utility providers, and other agencies prior to reaching City Council. He emphasized that infrastructure availability, utility service, and compliance issues had already been extensively reviewed through staff-level meetings and the Planning and Zoning Commission process.

Mr. Terzulli stated that Avondale Irrigation District has provided a willingness-to-serve letter and that required water line extensions, looping, fire flow, sewer

service, and dry utility coordination have all been addressed in the preliminary plans. He noted that Northern Lakes Fire District had since provided comments requiring hydrant placement and activation prior to construction. The subdivision will also include sewer line extensions that could allow nearby Dana Court properties currently on septic systems to connect to municipal sewer in the future.

Regarding transportation and infrastructure, Mr. Terzulli said the street layout complies with city standards, includes interconnected roads without dead ends or cul-de-sacs, and provides snow storage, sidewalks, utility easements, and mailbox locations. He described the proposal as a standard subdivision design consistent with surrounding development patterns.

A significant portion of the presentation addressed the existing farmhouse located near the Maple and Miles intersection. Terzulli explained that after hearing public feedback and concerns about the structure's sentimental and historic value, the applicant revised the design to preserve a corner area as a potential memorial or historical feature space. The proposed area could include landscaping, a bench, interpretive signage, and reclaimed materials from the farmhouse while also preserving flexibility for a possible future roundabout at the intersection.

Mr. Terzulli also responded to concerns raised during the Planning and Zoning hearing about neighborhood compatibility. Using aerial imagery, he argued that the proposed lot sizes are generally consistent with nearby residential development, noting that most surrounding lots are similar in size to the approximately 10,000-square-foot lots proposed within the subdivision, which exceed the minimum zoning requirements.

He further stated that agencies reviewing the project did not require additional traffic or environmental studies and that impact fees would be collected at the building permit stage to address impacts on transportation and parks.

On the issue of parks and open space, Mr. Terzulli explained that the city's Parks Master Plan identifies the area for a future neighborhood park but noted that, because the project is an infill subdivision rather than an annexation, the city cannot require parkland dedication in the same way it can for annexation projects. He said the developer discussed potential parkland options with the city, including possible land contributions, but ultimately the city chose to pursue a different direction.

Mr. Terzulli concluded by stating the applicant agrees with the staff-recommended conditions of approval and confirmed that engineering oversight and required infrastructure improvements would be provided during construction. Property owner Ryan Stoker then introduced himself and offered to answer any questions from council regarding the development proposal.

**COUNCIL QUESTIONS:** Council members questioned the applicant primarily about traffic impacts, public safety concerns, and future park connectivity related to the proposed Sycamore Valley subdivision.

Council President DePriest raised concerns about congestion at the Miles Avenue and Government Way intersection, noting that future residents would likely increase traffic through an already heavily traveled area. In response, developer Ryan Stoker clarified that previous discussions had focused on potential participation in

improvements at the Maple and Miles intersection, including a possible future roundabout, rather than Government Way and Miles. Mr. Stoker said no one had approached him regarding improvements at Government Way and Miles but stated he would be willing to discuss ways to assist if a specific project moved toward construction readiness.

Council also questioned comments made during the Planning and Zoning hearing regarding the potential use of urban renewal funding. Mr. Terzulli explained that references to urban renewal related only to potential transportation improvements at the Government Way and Miles intersection because nearby properties, including one he owns, are within the urban renewal district. He emphasized that the subdivision itself was not relying on urban renewal funding and reiterated that the applicant has been willing to participate in discussions about community improvements throughout the review process.

Additional questions focused on whether traffic concerns at Government Way and Miles could legally be tied to subdivision approval conditions. Clarification was provided that the city attorney had advised Planning and Zoning commissioners that requiring a signalized intersection as a condition of approval was not legally supportable under the existing transportation data and city plans.

Council Member Roetter expressed concern about reduced sheriff deputy staffing levels in Hayden and questioned whether the public safety review considered the reduction from ten deputies to five. Mr. Terzulli responded that he relied on agency review comments provided during the application process and interpreted the sheriff's comments as general concerns commonly included in development reviews rather than an indication of a severe public safety issue specific to this project. He acknowledged that reductions in staffing could affect response times but stated he did not believe the subdivision would create significant crime or safety impacts, noting that the proposed development consists of larger, higher-end residential lots.

Council discussion also addressed a Planning and Zoning condition related to future park connectivity if the city acquires nearby parkland. Members discussed the possibility of a future park west or northwest of the subdivision and how pedestrian or roadway access could be accommodated. Mr. Terzulli confirmed the applicant had considered several options, including potential walking path connections or roadway access, depending on whether the city successfully acquires adjacent land currently under contract. He stated the developer is willing to work cooperatively with the city to provide future connectivity but requested that any condition related to park access remain specific to nearby properties rather than broadly applying to future park acquisitions farther away.

STAFF: Ms. Phillips presented the staff analysis for the Sycamore Valley subdivision, explaining that the proposal had been thoroughly reviewed under the city's eight subdivision approval standards. She noted the application materials and staff analysis had been publicly available prior to the hearing and were included in the council packet.

Ms. Phillips explained that the review focused heavily on infrastructure availability and compliance with city, state, and federal regulations. She confirmed that Avondale Irrigation District had issued a conditional will-serve letter for water service and that city sewer service would be provided through the H-1 sewer basin. She also clarified that all lots within the subdivision, including adjacent parcels affected by a previous boundary line adjustment, would ultimately be required to

connect to city sewer, with no septic systems remaining as part of the approved development.

Regarding transportation and street design, Ms. Phillips stated the subdivision complies with city standards and includes interconnected streets without cul-de-sacs. The layout was designed to allow for future roadway connectivity to adjacent undeveloped properties and to align properly with nearby streets. Improvements to Maple and Miles would include widening along the project frontage, sidewalks, curbs, swales, landscaping, and underground utilities.

Council discussion during the presentation addressed neighborhood character and growth patterns. Ms. Phillips noted that several nearby subdivisions with similar lot configurations and cul-de-sac layouts have existed for decades, demonstrating that higher density than 1-2 dwelling units per acre of residential development already exists in the area.

Ms. Phillips also discussed the city's potential acquisition of nearby parkland west of the subdivision and how future connectivity could be incorporated through trails or sidewalks. She clarified that the city's Parks Master Plan identifies areas of park need rather than exact park locations and explained that the city has limited legal authority to require park dedication from infill developments like this one. Instead, park improvements are generally funded through impact fees or negotiated agreements rather than mandatory conditions of approval.

Additional review topics included erosion control, stormwater management, underground utilities, mailbox placement on internal streets to reduce traffic conflicts, and required landscaping and street trees. Ms. Phillips explained that all disturbed areas must be stabilized with dryland grass mix until homes are constructed to reduce dust and erosion.

She also reviewed agency comments received during the process. Panhandle Health District, Avondale Irrigation District, the Coeur d'Alene Airport, Northern Lakes Fire Protection District, and other agencies either provided standard requirements or reported no major concerns. The Sheriff's Office letter noted no specific objections to the project while also outlining broader law enforcement resource considerations.

Ms. Phillips summarized the Planning and Zoning Commission's recommended conditions of approval, including requirements for easements, utility coordination, construction standards, erosion control, sewer extensions, landscaping, and compliance with outside agency requirements. She highlighted two additional conditions added by Planning and Zoning: preserving future connectivity to nearby parkland and incorporating historical interpretive signage or features related to the existing farmhouse at the Maple and Miles intersection. She concluded by noting council could consider refining the wording of the park connectivity condition during deliberations.

**COUNCIL QUESTIONS:** Council questions focused primarily on future land use, zoning potential, and clarification regarding law enforcement staffing information included in the record.

Referring to the city's future land use map, Council Member Erickson noted that portions of the surrounding area are identified as mixed residential within the 2040 Comprehensive Plan. He pointed out that the proposed subdivision's average lot

sizes exceed 11,000 square feet and observed that, if the property were redeveloped in the future under different zoning approvals, a denser project could potentially be proposed. He stated the current proposal was not maximizing the density that could theoretically be allowed. Ms. Phillips clarified that the property is currently zoned single-family residential and that any higher-density development would require a zone map amendment.

During the exchange, City Legal Counsel Fonda Jovick reminded council members that questions to staff at that stage should avoid deliberation or advocacy because the public hearing portion had not yet been opened.

Additional discussion focused on sheriff staffing levels referenced earlier in the meeting. Council Member Roetter asked Ms. Phillips to clarify for the record that the city's current contract with Kootenai County provides five assigned deputies rather than the ten deputies referenced in older materials. Ms. Jovick confirmed that the contract is a public record and acknowledged that the current agreement identifies five deputies assigned to Hayden. She clarified that while the contract itself was not formally part of the hearing record, council could still consider the information discussed during the meeting. She also noted there had been no evidence presented connecting the reduced staffing levels to an inability to serve the proposed subdivision specifically.

**PUBLIC COMMENTS:**

**For:** Jeremy Voeller, non-hayden resident, does not wish to speak and indicated he is in favor of the subject case.

**Neutral:** Matt Sullivan, who lives adjacent to the proposed subdivision and potential park site, expressed generally supportive but neutral comments on the Sycamore Valley development. He stated the proposal appears to be a good project for Hayden, noting the lot sizes, anticipated home quality, and overall design are preferable to what could have otherwise been developed on the property.

While acknowledging concerns about continued growth and higher-density development in the area, Mr. Sullivan suggested the city consider locating a future park within the subdivision itself, potentially by purchasing several interior lots from the developer. He said placing a park inside the neighborhood could make more sense from a planning and neighborhood perspective than locating it adjacent to existing townhomes. Overall, he said he appreciated the developer's approach and believed the project would be a positive addition to the community.

**Against:** Lorelle Cardenas, speaking on behalf of nearby residents living along North Maple Street, opposed approval of the Sycamore Valley subdivision and raised several concerns.

She first alleged a potential deficiency in required public noticing, stating that at least one nearby property owner did not receive mailed notification as required by city code, and submitted a notarized statement to support that claim. She requested the city verify compliance with notification requirements before proceeding.

On the substance of the proposal, she objected to the scale and density of the project, describing it as a major increase from the existing rural-residential character of the site. She argued this level of development is inconsistent with

preserving the established neighborhood and expressed concern about loss of long-standing open space and potential impacts on neighborhood character and property values, including building height and view impacts.

She also raised concerns about parks and open space, noting uncertainty about whether park acquisition and development would occur in time to serve the project and questioning whether the proposal satisfies city standards related to parks master planning.

Traffic impacts were another major concern. She argued the project does not adequately address increased traffic on surrounding streets, particularly Maple Street and its connection to Government Way. She requested a traffic impact study, stating that nearby residents already experience congestion and limited safe access to arterials.

Additionally, she cited public safety concerns based on sheriff's office staffing levels and suggested increased development could further strain emergency response times. Finally, she expressed concern that phased development by multiple builders could result in prolonged construction impacts on surrounding residents.

Overall, she urged the council to require additional review, particularly on noticing compliance and traffic analysis, before considering approval, and asked that the project be reconsidered due to density, neighborhood compatibility, and infrastructure concerns.

**APPLICANT REBUTTAL:** Mr. Terzulli addressed concerns raised during public testimony and staff discussion.

On law enforcement and public safety concerns, he acknowledged the sheriff's comments but emphasized that the development would generate additional property tax revenue, which he suggested could help the city fund more law enforcement resources if needed. He reiterated that this was a broader fiscal benefit rather than a direct mitigation requirement.

Regarding public noticing, he stated that the developer's responsibility is limited to compiling property owner lists and working through a licensed title company, while the city handles mailing, publishing, and posting notices. He added that, in his experience working across the region, Hayden is particularly diligent about meeting noticing requirements and ensuring compliance.

On parks and open space, he said the development team has worked extensively with city staff over an extended period to address park-related discussions and believes they have acted in good faith and transparently. He clarified that decisions about how the project satisfies park master plan expectations are ultimately for the city to determine, not the applicant. He also emphasized that discussions with the city were collaborative and ongoing, not coercive, and resulted in the city pursuing off-site park acquisition with planned connectivity from the subdivision.

On neighborhood character, he reiterated that the proposed lot sizes are consistent with surrounding established subdivisions and argued the project aligns with existing residential patterns.

On traffic, he stated he is not a traffic engineer but explained that standard practice relies on trip generation analysis consistent with the city's transportation master plan. He noted the project proposes a density below the maximum allowed under R1 zoning (2.92 units per acre versus a 4 units per acre maximum) and argued that even if a full traffic impact study were required, it would likely confirm that the development would not push nearby intersections to failure levels.

He concluded by reaffirming that the proposal meets all applicable standards of approval, that the project is consistent with zoning and existing infrastructure planning, and respectfully requested approval of the application with the proposed conditions.

**COUNCIL QUESTIONS:** Council questions focused primarily on traffic analysis assumptions and intersection performance, particularly at Maple and Miles and the broader Government Way corridor.

Council Member Roetter questioned the applicant's statement that a simple trip generation letter would demonstrate adequacy and asked how that conclusion could be made without first knowing the current operational rating of the Maple and Miles intersection. Mr. Terzulli responded that, to his understanding, the intersection had not been formally rated in the transportation plan and functioned as a basic four-way stop. He further explained that a trip generation analysis distributes estimated vehicle trips from the 37-lot development across its two access points and surrounding roads and concluded that this level of analysis is typically sufficient unless an intersection is already near a "tipping point" that would require physical improvements such as turn lanes or signalization.

Council followed up by pressing whether it is appropriate to rely on a simplified analysis without a defined baseline performance rating for the intersection. Mr. Terzulli directed those questions back to city staff for clarification of existing conditions.

A second line of questioning addressed whether the nearby Government Way and Miles intersection could be considered at a "tipping point." The applicant said in his personal opinion it is approaching that threshold but it is not there yet, noting that a future signal is anticipated in the area. He added anecdotal observations about personal driving patterns in the area to illustrate congestion but reiterated that traffic evaluation for the project relied on standard trip generation methods and the city's transportation master plan assumptions rather than full traffic impact studies.

He concluded that, since staff did not request a more detailed traffic study during review, the applicant proceeded under the assumption that the project's traffic impact would not require off-site intersection improvements prior to development.

Mayor Davis closed the hearing at 6:41 p.m.

**COUNCIL DISCUSSION:** Council discussion centered on whether to proceed with deliberations that night or postpone the decision to obtain additional information.

Council Member Roetter requested to postpone deliberations, citing two main needs: (1) a transportation/trip generation letter and staff review of the Maple and Miles intersection to better understand current conditions and potential traffic

impacts, and (2) clarification and coordination regarding parkland plans and connectivity associated with the development and a nearby proposed park site.

Council Member Erickson supported delaying action until the parkland escrow process and acquisition timeline are clearer, noting that finalizing that agreement would provide a more complete picture of the project's park and connectivity obligations.

Staff clarified that the park land transaction was in escrow with a potential closing timeline (possibly July or sooner) and confirmed that additional coordination was still in progress.

In response to traffic concerns, staff explained that the 2018 transportation model showed the Maple and Miles intersection operating at a Level of Service "A" and not projected to fail under modeled short (2035)- or long-term (2040) scenarios. They also noted that current growth in Hayden has been lower than the assumptions used in earlier models.

Staff added that a formal traffic impact analysis or trip generation letter was not required under city thresholds, and that preliminary review suggested the project would not trigger additional mitigation requirements.

Some council members questioned whether delaying for further traffic data was necessary, expressing confidence that the proposed trip generation analysis would likely confirm no significant impact, while others emphasized pedestrian safety concerns and the need for current, real-world traffic validation.

The council ultimately remained split between moving forward with deliberations versus continuing the hearing. They recognized that postponing would require reopening the public hearing and could extend the process by at least a month due to noticing requirements.

**MOTION:** Council Member Roetter moved to table deliberations to a future meeting to receive information about park connection and transportation impacts. Council President DePriest provided the second.

**DISCUSSION ON MOTION:** Council discussion on the motion reflected differing views on whether to delay deliberations for additional information or proceed.

Some members supported moving forward, noting staff and applicant explanations that a trip generation letter would likely not change the traffic conclusions and that the project is consistent with adopted planning assumptions. They also referenced that the developer has worked cooperatively with the city and that property rights and long-term land use expectations should be considered.

Other concerns were expressed about traffic and pedestrian safety, particularly on Maple, Miles, and the Government Way corridor. Questions were asked whether additional analysis should be completed to better understand existing conditions and potential impacts, especially given perceived safety issues and increasing use of local streets as alternate routes.

Staff clarified that the Government Way/Miles signal project is in design with right-of-way acquisition underway, with an estimated 3–4 year implementation timeline.

They also reiterated that prior modeling and standards indicated no failing level of service at the Maple and Miles intersection under current assumptions.

ROLL CALL VOTE:  
Council Member Erickson No  
Council President DePriest No  
Council Member Roetter Yes

The motion failed for lack of a majority vote in favor of the members present.

DELIBERATIONS: Council moved into deliberations with general discussion of previously raised topics, including traffic, pedestrian safety, and neighborhood impacts.

Members referenced staff findings that the development would include sidewalks and frontage improvements and would contribute impact fees toward broader transportation infrastructure.

Some discussion noted that existing congestion concerns on major corridors, particularly Government Way and Miles, are part of the city's longer-term transportation planning and are not solely attributable to this project.

Staff reiterated that most project traffic would access Government Way and Miles and that pedestrian improvements are included along adjacent streets, with potential connectivity to a future park site. Staff also confirmed that noticing requirements had been addressed and reminded council to include required findings and conditions in any motion.

Discussion included clarification of a potential condition related to park connectivity, with staff advising that general coordination with the city could be required, while detailed design would be determined later through further review and planning.

Overall, deliberations focused on weighing compliance with city standards and planned infrastructure improvements against ongoing concerns about traffic and safety.

MOTION: Council President DePriest motioned to approve PZE-25-0080 Sycamore Valley Subdivision Preliminary Plat with Planning and Zoning Commission recommended conditions to include amending the condition for park connectivity to the acceptability of the city council. Council Member Erickson provided the second.

ROLL CALL VOTE:  
Council Member Roetter No  
Council Member Erickson Yes  
Council President DePriest Yes

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

Mayor Davis recessed the meeting for a break from 7:08 - 7:17 p.m.

**5. NEW BUSINESS**

A. **ACTION ITEM** Viking Construction Request for Reconsideration Hearing of the Appeal of Staff Determination for Extraordinary Impact Analysis

Staff clarified that the item was not a rehearing of the original appeal, but only a decision on whether the council would agree to hear a reconsideration request at a later date.

Council reviewed the city code criteria for reconsideration, which include clerical error, fraud or mistake, new evidence, procedural error, tie vote, or violation of substantive law. Members generally agreed that none of these criteria appeared to be met based on their understanding of the record.

Legal staff confirmed those criteria and noted no additional procedural issues. Staff also explained that if reconsideration is denied, the applicant retains other options, including a regulatory takings analysis and the ability to pursue judicial review in district court.

MOTION: Council Member Erickson moved to deny the request for reconsideration. Council Member Roetter provided the second.

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

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

B. Public Works Initiative Overview

Public Works Director Alan Soderling provided a broad update on current and upcoming department initiatives.

He outlined several 2026 construction projects, including a chip seal street and parking lot maintenance program (with bids received and anticipated council award next meeting) and the Ramsey Road/Honeysuckle Avenue roundabout project, which is expected to proceed to award soon and begin construction as early as June, with significant traffic impacts and detours anticipated.

He also discussed a potential Hayden Avenue/Atlas Road intersection improvement project that would add turn lanes and a temporary signal, with work possibly occurring later this summer depending on right-of-way and design progress.

Mr. Soderling reviewed planned pedestrian safety improvements funded through a community health grant, including rapid-flashing beacon crosswalks at several high-traffic locations such as near the library, Peak Fitness, and City Hall, with a possible additional installation near Zips. These projects were previously identified as medium priority during council goal-setting.

He noted the installation of new "Welcome to Hayden" signage at multiple highway entry points, replacing older or removed signage.

Finally, he introduced a proposed street cut policy intended for public hearing. The policy would standardize how utility cuts in roadways are repaired, requiring larger,

consolidated asphalt patches to reduce long-term maintenance costs and improve pavement quality. The policy would replace existing code language with adoption by a resolution. He also indicated upcoming related items, including a towing enforcement code amendment, would be brought forward at the same public hearing.

## **6. REPORTS**

### **A. City Administrator Report and Calendar Review**

City Administrator Lisa provided a more detailed-than-usual monthly report, noting it was expanded in response to prior council discussion about tracking progress on the city's project prioritization list.

She explained that the report is intended to reflect accountability and ongoing alignment with the prioritization framework developed with council earlier in the year, and that staff will continue providing updates. A more comprehensive update on the full prioritization list is planned for June.

She also reminded council of upcoming special meetings, including a Thursday workshop focused on fiscal year 2027 strategic budget planning and a Friday meeting with the Hayden Urban Renewal Agency Board to coordinate project priorities between organizations.

### **B. Law Enforcement**

Heard following the consent calendar.

Kootenai County Sheriff's Office Lieutenant Sifford reported that overall crime statistics remain consistent with previous trends. A reported rape incident was clarified during discussion as an infidelity-related matter involving adults, with no rape or minors involved, it was stated that there is no ongoing public safety concern. Council members discussed ensuring future reports accurately reflect the final classification of incidents rather than initial reports.

Council also asked about sheriff deputy vehicles purchased by the City, and it was confirmed that Hayden-assigned deputies use the vehicles funded by the City. Additional discussion touched on whether businesses generating frequent law enforcement calls could be encouraged to provide their own security, particularly as the City considers law enforcement costs during budget planning. Lt. Sifford explained that they currently work with high-call locations in other areas of Kootenai County through targeted strategies such as scheduled visits and evidence collection to reduce repeated officer response time.

### **C. Mayor/Council**

Council discussed how to proceed with obtaining accountability reports from the sheriff's office related to the Motorola system.

Council President DePriest shared a recent conversation with Commissioner Matarre, who stated he had met with Motorola and the sheriff's department and was informed that the sheriff's office should be able to produce the requested reports with staff training. Motorola was described as having confirmed the system capability.

Council members discussed whether to seek written confirmation of that information or move forward through other channels. Some supported requesting a written

statement to document the communication, while others questioned the value of continuing to route the issue through the commissioner.

Discussion also included whether the city’s contracted consultant would be able to obtain the necessary data independently as part of their analysis, potentially reducing the need for separate requests.

The group ultimately leaned toward handling the matter administratively by having city staff follow up directly with the sheriff’s office to clarify reporting capabilities and determine next steps, rather than placing the item on a future agenda or relying further on third-party communication.

**7. REQUEST FOR FUTURE AGENDA ITEMS**

None

**8. EXECUTIVE SESSION **ACTION ITEM** (Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)**

A. Idaho Code 74-206(1)(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 Roetter moved to enter executive session under Idaho Code 74-206(1)(f). Council President DePriest provided the second.

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

The motion was approved by a unanimous vote in favor of the members present and the meeting entered executive session at 7:47 p.m.

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

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

The motion was approved by a unanimous vote in favor of the members present and the meeting exited executive session at 9:03 p.m.

**9. ADJOURNMENT**

The meeting was adjourned at 9:03 p.m.

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Abbi Sanchez, City Clerk

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Alan Davis, Mayor

- B. Approval of 2026 Hayden Days Entertainment Agreement with Jim Lien/Rhythm Dawgs



# Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: May 4, 2026

**Agenda Item:** Approval of 2026 Hayden Days Entertainment Agreement with Jim Lien/Rhythm Dawgs

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## **Agenda Item Location**

Consent Calendar

## **Recommended Action or Motion**

Staff recommends approval of the 2026 Hayden Days Entertainment Agreement with Jim Lien/Rhythm Dawgs.

## **Functional Impact of Authorizing**

Approving the agreement allows for entertainment on the Saturday night of Hayden Days. The Rhythm Dawgs have been performing at Hayden Days since 2022, and the community looks forward to having this band each year. Also, the Rhythm Dawgs bring in a good crowd that continues to grow each year and is a great draw for Hayden Days.

## **Functional Impact of Not Authorizing**

By not approving the agreement, it would affect the success of Hayden Days by not having the Saturday night draw that the Rhythm Dawgs have, and we would have a lot of disappointed citizens and vendors.

## **Fiscal Impact**

Per the agreement, the City of Hayden will pay Jim Lien \$2,925.00 for his band's performance. The City also obtains sponsorships to help offset the cost of entertainment during Hayden Days.

## **Budget Funding Source/Transfer Request**

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

## **Attachment**

2026 Hayden Days Entertainment Agreement with Jim Lien/Rhythm Dawgs

## **HAYDEN DAYS ENTERTAINMENT AGREEMENT**

The City of Hayden, a political subdivision of the state of Idaho, (hereinafter "CITY"), enters into this Agreement with James Lien, Rhythm Dawgs General Manager (hereinafter "ARTIST").

WHEREAS, the CITY wishes to provide a special event (hereinafter "Performance or Performances") at its property located at McIntire Family Park, 8930 N. Government Way, Hayden, Idaho, during the 2026 Hayden Days event under the direction of the city of Hayden;

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

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

THEREFORE, the parties mutually agree as follows:

### **1. DUTIES OF ARTIST**

- A. **PERFORMANCE**: ARTIST shall at such time on such days as it may be required, undertake its performance consisting of music and vocals.
- B. The Performance shall be conducted at the location assigned to the ARTIST by CITY. The ARTIST shall refrain from any lewd or obscene gesture or language during or as part of the performance.
- C. **EQUIPMENT**: ARTIST shall supply all equipment required for ARTIST's Performances and such staff required to run said equipment.
- D. **INDEMNIFICATION**: ARTIST agrees to indemnify, defend, and hold harmless CITY and all its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the Performances and/or any activities of ARTIST, ARTIST's agents, employees, or representatives under this Agreement.
- E. **INSURANCE**: ARTIST agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect ARTIST, all ARTIST'S employees, CITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the ARTIST'S acts. ARTIST shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided, and require insurer to notify CITY ten (10) days prior to cancellation of said policy.
- F. **DIRECTIVES**: ARTIST shall comply with and abide by any reasonable and lawful directives issued by any authorized agent of the CITY.
- G. **COMPLIANCE WITH LAW**: ARTIST shall comply with and abide by all federal, state and local laws, rules, regulations and ordinances.
- H. **HAZARDOUS WASTE**: ARTIST shall be legally responsible for any hazardous waste it may generate or environmental contamination it may cause to CITY property by its performance and shall indemnify CITY therefore.

- I. SPONSORSHIP: ARTIST shall fully cooperate with the CITY and any sponsor that the CITY obtains for the Event. ARTIST shall do all things reasonably necessary to accommodate that sponsorship.
- J. ENDORSEMENTS: ARTIST shall make no commercial endorsements of any product or business during any performance at Hayden Days 2026, unless specifically approved in writing by CITY'S authorized agent.
- K. SUSPENSION/CANCELLATION: ARTIST shall be present at Hayden Days on **Saturday, July 25, 2026, between 5:30 p.m. and 8:00 p.m.** and shall be ready, willing, and able to perform each and every Performance under this Agreement. The CITY and ARTIST shall mutually determine and agree in good faith to delay, suspend, or cancel any of the ARTIST's Performances when conditions are present that would render the Performance or Performances impossible, hazardous, or unsafe.
- L. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services herein under and the ARTIST shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the ARTIST will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.
- M. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the contract exceed one hundred thousand dollars (\$100,000) and employs ten (10) or more persons, ARTIST certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- N. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, ARTIST certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

## 2. DUTIES OF CITY

- A. SITE: The CITY shall provide stage area for the ARTIST's Performances.
- B. EQUIPMENT/SUPPLIES: The CITY shall provide electricity and bottled water during the ARTIST's Performances.
- C. PARKING AND ACCESS: The CITY will provide access to the event site for ARTIST'S vehicles before and after the referenced event. No vehicle movement will be allowed during times of the event except in cases of emergency.
- D. COMPENSATION: The CITY shall pay JAMES LIEN the **sum of \$2,925.00 by Friday, July 17, 2026**, which is eight days prior to the performance, as payment in full for ARTIST'S Performance. If ARTIST fails to perform, the entire **\$2,925.00** shall be returned to the CITY on or before July 31, 2026.

**3. MISCELLANEOUS PROVISIONS**

IT IS FURTHER UNDERSTOOD THAT:


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

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

ARTIST:  
 James Lien, Rhythm Dawgs General Manager  
 2901 East Fernan Court  
 Coeur d'Alene, ID 83814

DATED this 16 (day) of April (month), \_\_\_\_\_ 2026

CITY  
 \_\_\_\_\_  
 Alan Davis, Mayor

ARTIST  
  
 \_\_\_\_\_  
 James Lien  
 Rhythm Dawgs

ATTEST:  
 \_\_\_\_\_  
 Abbi Sanchez, City Clerk

C. Approval of 2026 Hayden Triathlon Support Agreement



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 05.12.2026

**Agenda Item: Approval of 2026 Hayden Triathlon Support Agreement**

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## **Agenda Item Location**

Consent

## **Recommended Action or Motion**

Motion: Move to approve the City support agreement with Hayden Tri Community for the 2026 Hayden Triathlon.

## **Functional Impact of Authorizing**

Authorizes City support agreement for the Hayden Triathlon which provides staff support to ensure smooth operation of Honeysuckle Beach and Gravel Pit facilities, dock adjustments for swim course, use of McIntire Park and reader boards to alert the public about event impacts.

## **Functional Impact of Not Authorizing**

The Hayden Triathlon would not have the support of Hayden staff, equipment, and facility expertise for their event, which may adversely affect the operations of the event, diminish public awareness of traffic and Honeysuckle Beach and boat ramp closure, and may interfere with the success of this community event.

## **Fiscal Impact**

The costs for the City include staff costs for supporting the event, use and placement of reader boards, electricity, and any restoration that is needed following the event. In total, these costs are estimated to be less than \$1,000 and partially offset by the Hayden Triathlon event permit fees.

## **Budget Funding Source / Transfer Request**

GL 110-540-51501 Overtime- Parks

GL 110-541-54300 Buildings and Grounds

## **Attachment**

2026 Hayden Triathlon Support Agreement

**Hayden Triathlon Support Agreement**

This Agreement is entered into between the City of Hayden, a political subdivision of the State of Idaho, (herein "City") and the Hayden Tri-Community, a 501-C3 non-profit organization, 10909 N. Danielle Road, Hayden, Idaho 83835.

WHEREAS, Hayden Tri Community is the Sponsor of the Hayden Triathlon in 2026; and

WHEREAS, the Hayden Triathlon is a public event intended to benefit the citizens of Hayden and to further the goals of the City by encouraging a sense of community identity and pride; and

WHEREAS, although the City is not a co-sponsor of the event, Hayden Tri Community has requested that the City provide support for the triathlon in support of the goals of the City; and

WHEREAS, the City deems it to be in the interest of the citizens of Hayden for the event to run smoothly and for the public health and safety to be protected during the event. To that end it is in the best interest of the City to provide limited support for the Hayden Triathlon.

NOW, THEREFORE, the parties agree as follows:

The City agrees to provide the following support for the Hayden Triathlon:

1. Closure of Honeysuckle Beach and boat launch from Friday, July 10 at 10:00 PM through Saturday, July 11, 2026 at 11:00 AM.
2. City staff will move Honeysuckle Beach docks to support the swim course.
3. Use of the City-owned gravel lot at the corner of Honeysuckle Avenue and Smith Road, and city shop parking area for parking during the event.
4. Positioning of City reader boards by City staff in advance of the event with event time and Honeysuckle Beach closure information to raise awareness of motorists, neighbors and Honeysuckle Beach and boat ramp users.
5. Use of the City's sound system during event.
6. On-site City staff support on the day of the event for both setup and post-event needs.
7. Hayden Tri Community will obtain the event permit required for the Hayden Triathlon event, as well as any other permits which are required by other jurisdictions. Hayden Tri Community shall be responsible for complying with the terms of the Event Permit and all other aspects of the event that are not specifically set out in this agreement as the support to be provided by the City.

This Agreement shall be effective on the signature of both parties to the agreement.

CITY OF HAYDEN

HAYDEN TRI COMMUNITY

\_\_\_\_\_  
Alan Davis, Mayor

BY \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk

- D. Approval of 2026 Avondale Golf Club Contractual Services Agreement for Youth Golf Lessons



# Memo

**To:** Mayor and Hayden City Council

**From:** Suzanne Cano, Recreation and Community Events Director

**Date:** May 7, 2026

**Agenda Item:** 2026 Avondale Golf Club Contractual Services Agreement for Youth Golf Lessons

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## **Agenda Item Location**

Consent: 2026 Avondale Golf Club Contractual Services Agreement for Youth Golf Lessons

## **Functional Impact of Authorizing**

Approving the agreement allows the City of Hayden the ability to offer golf lessons for ages 6-17 taught by a golf pro. It also gives the City another special interest class option.

## **Functional Impact of Not Authorizing**

If not approved, the option for golf lessons for youth through the City wouldn't be available, nor would there be another option for a special interest program.

## **Fiscal Impact**

As approved in the FY2026 budget, the City receives 30% of all registration fees for contracted programs. This money helps offset the cost of advertising, staff time, and if any, office supplies.

## **Budget Funding Source/Transfer Request**

Revenues:

Golf Lessons, GL# 110-740-44796

Expenses:

Contracts Payments, GL#110-711-56108

Advertising, GL# 110-711-55501

Regular FT Staff Salaries, GL# 110-711-51101

Office Supplies, GL# 110-711-56101

## **Attachment(s)**

2026 Avondale Golf Club Contractual Services Agreement for Youth Golf Lessons

## HAYDEN RECREATION & COMMUNITY EVENTS DEPARTMENT CONTRACTUAL SERVICES AGREEMENT

This agreement of instruction between the city of Hayden, Idaho (City) and Avondale Golf Club (Contractor) whose address is 10745 N. Avondale Loop, Hayden, ID 83835, quinn.mitchell.pro@gmail.com, 208-946-1525.

The Contractor will provide instruction for the following program: Youth Golf Lessons - ages 6-17

Location: Avondale Golf Club or Mutually Agreed Upon Location

Minimum Enrollment: 4 per class      Maximum Enrollment: 6 per class

The City and Contractor will mutually agree upon dates, times, location, fees, etc. The duration of this agreement shall be June 1-December 31, 2026. This agreement will be terminated if the minimum enrollment is not received. All items required for the program are to be provided by the Contractor. The City of Hayden will be responsible for the collection of all program registration fees. The City agrees to provide information regarding the program on the City of Hayden website, as well as at the Hayden City Hall offices and other materials as it deems necessary.

Contractor understands it is their responsibility to provide the agreed services, which may include setup of the program, opening up of the building (if applicable), and putting out equipment as needed.

While the program is underway, Contractor will ensure the safety of the participants, that all city and Recreation & Community Events Department policies and procedures are not violated, and that each participant is able to participate an equal amount of time and only registered participants be in attendance. Contractor will report participation and be responsible for their security of the facility and equipment (if applicable), immediately report damage and/or injuries to the City and ensure that the facility is left in the condition it was found.

Contractor agrees to take full responsibility in organizing, teaching and preparing written records for the above program. Contractor also understands that they will be required to prepare an outline for the class. These written records will be provided to the Hayden Recreation & Community Events Department.

Contractor agrees and understands that Contractor is conducting the classes listed above solely as an independent contractor and not as an employee of the City.

Contractor understands that no withholding for Social Security or federal or state income tax will be taken from monies paid to contractor by the City. Contractor is responsible for salary, insurance and workman's compensation for any individual operating on behalf of, or as an employee of the Contractor. Contractor understands that annual payments to Contractor from the City of \$600 or more will be reported to the Internal Revenue Service. It is Contractor's responsibility to satisfy any taxes due by Contractor in an appropriate amount.

Contractor assumes all risk and hazards of the conduct of the program. In case of injury to Contractor or Contractor's agents, Contractor waives all claims or legal actions, financial or otherwise, against the City, its elected officials, employees, sponsors, agents or volunteers connected with the program, unless injury is caused by the sole negligence of the City.

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

Nondiscrimination: No person shall be discriminated against in the providing of the services herein under and the Contractor shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the Contractor will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.

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

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

Contractor agrees to conduct the program in a proper manner and to defend the City and its agents against any claim because of damages to property or personal injury arising out of the agreed instructional services, which may be occasioned by any willful or negligent act or omission of the Contractor, or any of Contractor's agents, servants, employees, or subcontractors, except to the extent such injury is caused by the negligent or willful misconduct of the City and its agents.

Compensation to the City of Hayden for the above services shall be: 30% of the monies paid for registration for the program, Contractor shall receive the remainder of the monies as compensation.

If Contractor is unable to be at the assigned facility at the agreed time, Contractor will notify the program supervisor at the (208) 209-1080.

Either party may cancel this Agreement at any time, with or without cause, upon ten (10) days written notice to the other party and specifying the date of termination. Termination of this Agreement by any party shall also terminate the obligation or liabilities of the parties, except that the obligations and liabilities incurred prior to the terminate date shall be honored.

Contractor has read and understands all of the above terms and agrees to abide by them.

Quinn Mitchell   
CONTRACTOR

Date: 05/07/2026

\_\_\_\_\_  
ALAN DAVIS, MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk

- E. Approval of Buczak's Spray Service, LLC dba Panhandle Spray Service Agreement for Weed Control Services



# Memo

To: Mayor and Hayden City Council  
From: Alan Soderling, Public Works Director  
Date: 05.12.2026

**Agenda Item:** Authorize a contract with Buczak's Spray Service, LLC dba Panhandle Spray Service for weed control services.

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## **Agenda Item Location**

Consent

## **Recommended Action or Motion**

Motion: Move to authorize a contract with Buczak's Spray Service, LLC dba Panhandle Spray Service for weed control services at City parks and select right-of-way sites.

## **Functional Impact of Authorizing**

Authorizing this contract will initiate the annual weed control measures that are necessary for City parks and select right of way areas.

## **Functional Impact of Not Authorizing**

If this is not authorized, the annual treatment of City parks and select right-of-way areas will not occur, which will lead to greater infiltration of weeds and adverse impacts on landscaped areas and overall park and right of way aesthetics. The proliferation of weeds may result in greater weed control expenses in the future.

## **Fiscal Impact**

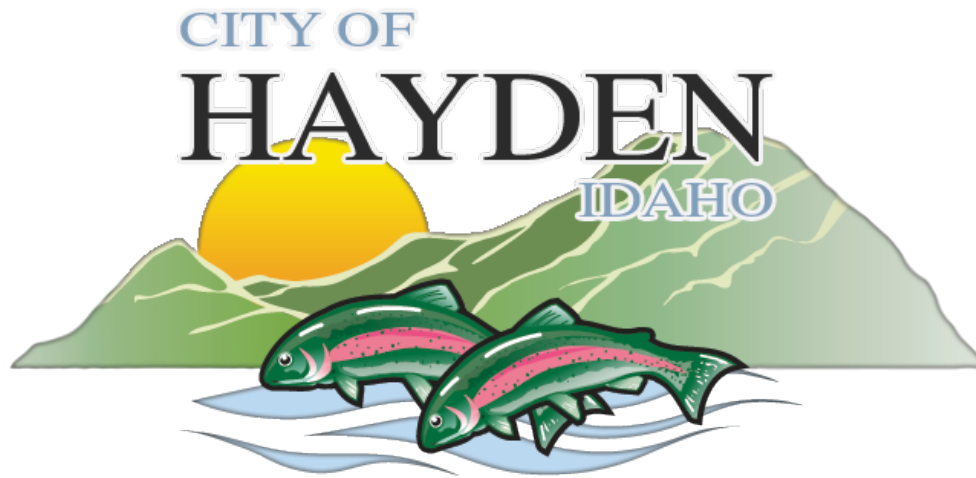
This action will be at a cost not to exceed \$10,815 and is an annual costs that is anticipated in the budget.

## **Budget Funding Source**

GL 110-541-56502 - Fertilizer & Weed Control

## **Attachments**

Panhandle Spray Service Contract  
Exhibit A – Service Quote from Panhandle Spray Service



## **INDEPENDENT CONTRACTOR AGREEMENT**

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform labor, equipment, and materials necessary to complete weed control services at Honeysuckle Beach, H1 Lift Station, McIntire Park, Stoddard Park, Finucane Park, Broadmoore Park, Croffoot Park, and roadside weed control services on Hayden Avenue from US 95 to Government Way, along Government Way from Centa to Miles Avenue, and the roundabout at 4th Street and Honeysuckle Avenue.

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

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

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Exhibit A in the amount of \$10,815 itemized as presented in Exhibit A. The Contract shall not exceed \$10,815 without prior authorization from the City Council.

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

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

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

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

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

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

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

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


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

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


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

DATED this 6 day of May, 2026.

ENTITY:  
CITY OF HAYDEN  
  
By: \_\_\_\_\_  
Alan Davis, Mayor

CONTRACTOR:  
By: Buczak's Spray Service dba Panhandle spray se  
Its: Greg Buczak/Owner 

ATTEST:  
\_\_\_\_\_  
Abbi Sanchez, City Clerk

WITNESS:  
  
\_\_\_\_\_  
Meagan Besser-Buczak

# Panhandle Spray Service

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



## Estimate

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

ESTIMATE 1063  
DATE 04/22/2026  
EXPIRATION DATE 05/22/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/22/2026	Herbicide Acreage Application	Labor, Equipment and Herbicides for application to control broadleaf weeds. .  Honeysuckle Beach H1 Station McEntire park + Ball field Stoddard Park Finucane Park Broadmore Park Croffoot Park	64	150.00	9,600.00
04/22/2026	Roadside Spraying	Labor, Equipment and Herbicides for application to control broadleaf weeds  Hayden Ave - US 95 to Govt way Turning circle 4th st Govt way- Centa to miles ave	4.50	200.00	900.00
05/05/2026	Performance Bond	3% of value of work being done	1	315.00	315.00

Our Work Is Guaranteed

TOTAL

**\$10,815.00**

Accepted By

Accepted Date

Killing Weeds While Growing Relationships

Please like and follow us on Facebook !

[www.facebook.com/panhandlespray](http://www.facebook.com/panhandlespray)

Page 1 of 1

- F. Approval of Welch Comer & Associates, Inc. Engineering Services Agreement  
Amendment 1 for Honeysuckle-Ramsey Roundabout Construction Management



# Memo

To: Mayor and Hayden City Council

From: Dulci Kau, P.E. City Engineer

Date: 5/12/2026

**Agenda Item: Approval of Welch Comer's Engineering Services Amendment No. 1 for Honeysuckle-Ramsey Roundabout Construction Management**

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## **Agenda Item Location**

Consent

## **Background and Recommended Action or Motion**

The Ramsey and Honeysuckle roundabout has been designed and bid. The next step to completing the project is construction. The proposed amendment for services with Welch Comer allows staff to proceed with awarding the project and managing construction. Under this Amendment, Welch Comer will provide project administration, administer the contract with the contractor, provide construction staking, and provide on-site representation for the City, further details are contained within the attached amendment.

Staff recommends the Council approve Amendment No. 1 with Welch Comer Engineering for the Honeysuckle-Ramsey Roundabout project.

## **Functional Impact of Authorizing**

If authorized, the City will have the resources to administer the contract, and provide the contractor with information as identified with the bidding documents.

## **Functional Impact of Not Authorizing**

If not approved, the roundabout may not be able to proceed as scheduled or budgeted.

## **Fiscal Impact**

The agreement would authorize up to a total of \$365,000, which is within the estimated budget amount. Additionally, with the executed partnership agreements with Hayden Lake Irrigation District and Hayden Area Regional Sewer Board, the City's proportionate share of this amendment is \$277,400.

## **Budget Funding Source / Transfer Request**

GL 130-899-57782

## **Attachment(s)**

Welch Comer's Amendment No. 1

**AMENDMENT NO. 1  
AUTHORIZATION FOR ADDITIONAL SERVICES**

**Additional Services.** The following additional items of work on the **Honeysuckle Avenue and Ramsey Road Roundabout** project “the project” will be provided by Welch Comer and their sub-consultants. These additional services are a supplement to the scope of services contained in the existing agreement for Professional Services for the project dated March 10, 2026. All other terms and conditions of said agreement remain in full effect unless specifically modified in this additional services agreement.

**Additional Scope of Work.** This amendment is for the Construction Phase Services including utility relocation (some in advance of the project), construction administration, onsite construction observation (assuming 80 working days to substantial completion), construction staking, and project closeout, as described in **EXHIBIT A**.

**Deliverables.** As noted in **Exhibit A** and will be incorporated into the overall plan set for the project.

**Schedule.** The construction, including closeout processes, are expected to be complete by October 31, 2026.

**Additional Payment.** The CITY agrees to pay ENGINEER for its services rendered under this Agreement on a lump sum and hourly basis as follows and as detailed in EXHIBIT A.

The parties agree that ENGINEER will invoice the CITY for payment under this Agreement for services rendered herein.

Dated this \_\_\_\_\_ day of April, 2026.


CITY

ENGINEER

CITY OF HAYDEN

WELCH COMER & ASSOCIATES, INC.

By: \_\_\_\_\_  
Alan Davis, Mayor

By:  \_\_\_\_\_  
Matthew Gillis

ATTEST:

Its: Vice President

PM Approval: MC

\_\_\_\_\_  
Abbi Sanchez, City Clerk



- j) Disagreements between OWNER and Contractor: Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract pertaining to the execution and progress of Contractor's work.
- k) Act as OWNER's representative in answering field questions, written correspondence or phone inquiries of the public or residents adjacent to the project.
- l) Participate in a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
- m) Assist OWNER in producing "punch list" of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to OWNER concerning acceptance and issuance of the Notice of Acceptability of the work.
- n) Defective Work: Recommend to OWNER that Contractor's work be disapproved and rejected, if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms to the Contract or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract.
- o) Clarifications and Interpretations: Issue necessary clarifications and interpretations of the Contract as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract.
- p) Review and process contractor partial pay applications, including final balancing change order and final payment following the tax release from the state.  
Applications for Payment: Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:

(1) Determine the quantities Contractor should be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is in accordance with the Contract (subject to an evaluation of the Work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract).

(2) By recommending any payment quantities, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the

## Scope of Work

responsibilities specifically assigned to ENGINEER in this Agreement and the Contract. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, procedures, construction, safety precautions, programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid. For the purposes of this Agreement, ENGINEER shall complete not more than one (1) application for payment per month.

- q) Review materials testing reports.
- r) Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
- s) Limitation of Responsibilities: ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract.
- t) Provide an electronic project book at the close out of the project that includes all paperwork (change orders, pay request, closeout documentation).

C. Onsite Resident Project Representative

- a) Duration of Construction Phase: The scope of services and associated estimation of man-hours and expenses which established the ENGINEER's budget are based upon a construction contract period of approximately 64 working days (80 calendar days to substantial completion and final completion within 90 calendar days).
- b) Provide resident project representative for construction observation. Assumptions include: Full-time observation of water, sewer, and roadway items to prepare inspection reports and witness materials testing. If the Contractor requests and the City approves working on weekends or on a holiday, the Contractor will be required to reimburse the City for additional RPR time including overtime pay.
- c) ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

Scope of Work

- (1) RPR, ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
- (2) Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult the ENGINEER concerning acceptability.
- (3) Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- (4) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- (5) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- (6) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
- (7) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a shop drawing or sample submittal for submittal not approved by ENGINEER.
- (8) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- (9) Conduct on-site observations of the Contractor's work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.
- (10) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (11) Prepare a daily report, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER, and OWNER.
- (12) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

## Scope of Work

(13) Recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders.

(14) Report immediately to ENGINEER and OWNER the occurrence of any site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

(15) Payment Request: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

(16) Participate in a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.

(17) Assist ENGINEER in producing "punch list" of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

(18) Attend punch list walkthrough. Prepare punch list and coordinate with Contractor until final acceptance.

D. Materials testing is the responsibility of the contractor.

E. Record drawings for water and sewer will be prepared by the design engineer, JUB. Welch Comer will provide JUB a package containing redlines, observations and testing reports, and relevant submittal reviews. Additionally, Welch Comer will coordinate with JUB on items JUB wants to observe.

F. Construction Staking:

- a) Establish survey control for use in the contractor's machine grading system. This will be completed once.
- b) Striping and Signs: Striping and signs will be staked at intervals appropriate for construction. Striping will most likely be paint marks corresponding to the color for the striping. The actual location of all signs and guardrails will be set.
- c) Drywells: Set hub and lath reference points for each manhole. Reference points shall be two points marked with offsets, which may vary according to the existing improvements. The cut/fill to the invert out and rim of the manhole will be referenced on the offset closest to the manhole and will be marked to the nearest one-hundredth of a foot. Offset distances will be marked to the nearest one-tenth of a foot. The second offset will be for line only.
- d) Offsets for Sewer Mains and Appurtenances: Set a hub and lath reference point. The first offset will be 25 feet from the manhole and each subsequent offset will be at 50-foot intervals on gravity lines and 100-foot intervals on force main tangents. Lath set for the sewer main will be marked with the plan station, offset distance to the centerline of the pipe and the cut to the invert elevation, to the nearest one-hundredth of a foot.
- e) Storm Structures: Set hub and lath reference points for each structure. Reference points shall be two points marked with offsets, which may vary according to the existing improvements. The cut/fill to the invert out and rim of the structure will be referenced on the offset closest to the structure and will be marked to the nearest

one-hundredth of a foot. Offset distances will be marked to the nearest one-tenth of a foot. The second offset will be for line only.

- f) **Offsets for Water Mains and Appurtenances:** Set a hub and lath reference point at tie in points, approximately 100 feet on tangents, valves, angle points, and hydrants at an offset distance necessary to facilitate construction. The lath will be marked with the plan station and offset distance to the centerline of the pipe along with a vertical cut to the pipe invert. The station and offset distance will be written to the nearest one-tenth of a foot.
- g) **Power and Light Poles:** Set hub and lath reference points for each pole. The reference points will be two points marked with horizontal and vertical offsets to the pertinent elevation.
- h) **Saw cuts:** The existing surface will be painted in white paint where possible for the purposes of saw cutting as noted on the plans. When it is not possible to paint the actual surface, Engineer will provide lath marked with appropriate offsets or paint marks on the curb or sidewalk. The maximum spacing will be 100 feet.
- i) **Subgrade - Rough Grade:** Contractor is responsible for establishing rough grade. Owner shall be notified when subgrade is ready for independent surveyed field checks.
- j) **Subgrade - Fine Grade (Red Tops):** Contractor is responsible for establishing subgrade. Owner shall be notified when subgrade is ready for independent surveyed field checks.
- k) **Top of Rock (Blue Tops):** Contractor is responsible for establishing Top of rock. Owner shall be notified when subgrade is ready for independent surveyed field checks.
- l) **Concrete Flatwork, Curb, and Pathways:** Hub and lath will be set at an offset distance of 3 feet to top back of curb. Cut/fill will be marked on each lath. New hubs with lath will also be set on curves at a maximum interval of 12 feet in addition to every PC/PT and change in horizontal or vertical alignment. The lath at the driveway will be marked with the overall driveway width. Sidewalk will only be staked when it is not connected to the curbing. Sidewalks will be staked in a manner similar to curbs.
- m) **Survey Monuments:** During the preparation of the construction drawings, review of available records and field surveying was conducted to locate existing survey monuments within and adjacent to the project construction limits in accordance with Idaho Code 55-1613. Existing survey monuments are identified within the plans. Monuments identified as "Owner to replace" will be replaced at the expense of the Owner. All other monuments are intended to be preserved and if destroyed the replacement of said monuments is the responsibility of the Contractor. If monuments are replaced by the Contractor, the Engineer and the Owner will be notified by the Contractor upon re-establishment of the monuments and filing of appropriate documents in accordance with State Code.

**G. Pre-Construction Utility Assistance:**

- a) **Work with utility providers in advance of construction to assist in the new facility location. This may include setting of existing right of way, locating their planned location of new infrastructure and staking of new infrastructure.**

**Scope of Work**

- H. Prepare Surface for Machine Grading:
  - a) Combine alignment, profile, and surface files provided by the design engineer and develop a surface that the contractor can use for machine grading.
  - b) Review Contractor's calibration report prior to machine grading.

**II. Payments to Engineer for Services:**

- A. City shall pay ENGINEER for the services identified herein on a lump sum basis:

General Project Administration	\$15,400
Construction Administration	\$123,700
Construction Staking	\$68,500
<b>Lump Sum</b>	<b>\$207,600</b>

- a) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total hourly amount unless approved in writing by the Owner.
  - b) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total lump sum amount unless approved in writing by the Owner.
- B. City shall pay ENGINEER for the services identified herein on an hourly plus expenses basis with not to exceed amounts as follows:

Pre-Construction Utility Assistance	\$10,000
Prepare Surface for Machine Grading	\$7,500
Onsite Project Representative	\$124,000
Onsite Project Representative (weekends/holidays)	\$15,900
<b>Total Hourly Plus Expenses Limit</b>	<b>\$157,400</b>

- a) 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.
  - b) Engineer's Standard Hourly Rates are attached as Appendix 1.
  - c) Engineer's Reimbursable Rate Schedule is attached as Appendix 2.
  - d) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total hourly amount unless approved in writing by the Owner.
  - e) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total lump sum amount unless approved in writing by the Owner.
- C. The City has agreements to incorporate HARSB force main infrastructure within the same bidding contract. HARSB's proportionate share is 25%. This does not impact Welch Comer's agreement, but is provided here for reference.

- D. The City has agreements to incorporate HLID's force main infrastructure within the same bidding contract. HLID's proportionate share is 10%. This does not impact Welch Comer's agreement, but is provided here for reference.

**III. Schedule:**

- A. The anticipated schedule is to move utilities in April and May, construct from mid to late June until mid to late August, and then closeout (provided the State issues the tax release) by the end of October.

**Standard Hourly Rates Schedule**

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**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**

- G. Approval to Purchase Solar Rectangular Rapid Flashing Beacons for Government Way Pedestrian Crossings



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 5-6-2026

**Agenda Item: Request to Purchase Solar RRFB's for Government Way Pedestrian Crossings**

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## **Agenda Item Location**

Consent Calendar

## **Recommended Action or Motion**

Staff recommend the approval and authorization of the mayor to sign the sales quote from Traffic Safety Supply in the amount of, not to exceed without prior approval, \$29,723.60.

## **Functional Impact of Authorizing**

This purchase request is to obtain RRFB's for 2 of the pedestrian crossings on Government Way. This is an effort to improve pedestrian safety in a busy section of Government Way. The purchase includes the solar powered lighting, fasteners, and bollards for the push buttons. Our streets crew will install the equipment, so there is no additional installation cost from the vendor.

## **Functional Impact of Not Authorizing**

If this is not approved, then we will not purchase new RRFB's for Government Way pedestrian crossings.

## **Fiscal Impact**

This is included in the budget as a grant fund. It does exceed the amount that was budgeted, but we are covering the overage in our street maintenance budget. Therefore, it does not impact the FY2026 Budget.

## **Budget Funding Source**

GL 110-211-52904 BCID Community Health Academy

GL 110-532-54304 Road and Parking Lot Maintenance

## **Attachments**

Sales Quote from Traffic Safety Supply.



Traffic Safety Supply  
 2324 SE Umatilla Street  
 Portland, OR 97202  
 Phone: (503) 235-8531  
 Fax: (503) 235-5112

**CSR:** Tammy Stonebrink

# SALES QUOTE

Quote Number	Date	Customer Number
SQN00079161	04-08-26	C000712
Quote valid for 30 days.		

**Bill To:**

City of Hayden  
 8930 N Government Way  
 Hayden, ID 83835

**Ship To:**

City of Hayden  
 8930 N Government Way  
 Hayden, ID 83835

Contact Name: Dan Hall  
 Phone Number: (208) 209-1085

**Project:** LGC 25-002, Solar DS RRFB

**Freight Terms:** Quoted Freight

Product	Description	Quantity	Price	Extended Price
DP05688	CONTROLLER, 12V, SUNSAVER, 108045, HOLLOW, RADIO-LP	4.00 EA	\$2,273.7000	\$9,094.80
DP06894	UNIVERSAL CABINET MOUNTING BRACKET, INCLUDES U-BOLT HDW	4.00 EA	\$179.4000	\$717.60
DP06911	65W/12V SOLAR PANEL, PACKAGE, SIDE OF POLE MOUNT, BANDED	4.00 EA	\$684.2500	\$2,737.00
DP06670	TAP BATTERY, 50 AH, 12V AGM	4.00 EA	\$335.1000	\$1,340.40
DP00909	POLARA BULLDOG III PUSH BUTTON WITH LED, YELLOW FRAME AND PLAQUE	2.00 EA	\$256.4500	\$512.90
DP00915	RRFB LIGHT BAR, AMBER WITH UNIVERSAL MOUNTING KIT	8.00 EA	\$365.0500	\$2,920.40
W11-2-30X30-DG3-FY	W11-2, PEDESTRIAN SYM, 30"X30", BLK/FLY, DG3, 5052, .080", STD H&C	8.00 EA	\$89.2500	\$714.00
W16-7PL-24X12-DG3-FY	W16-7PL (2009), CROSSING ARROW LEFT, 24"X12", BLK/FLY, DG3, 5052, .080", STD H&C	4.00 EA	\$34.2500	\$137.00
W16-7PR-24X12-DG3-FY	W16-7PR (2009), CROSSING ARROW RIGHT, 24"X12", BLK/FLY, DG3, 5052, .080", STD H&C	4.00 EA	\$34.2500	\$137.00
KIT-PP-45-AL-14-18	ALUMINUM POST PACKAGE, 14' X 4.5" OD, W/ 18" J-BOLTS	4.00 EA	\$1,074.2500	\$4,297.00
DP00760	POST, ALUM ROUND PIPE, THREADED, 4.5" SCH 40, 14FT	4.00 EA	\$0.0000	\$0.00



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Quote Number	Date	Customer Number
SQN00079161	04-08-26	C000712
Quote valid for 30 days.		

Product	Description	Quantity	Price	Extended Price
DP00747	POST, PEDESTAL BASE	4.00 EA	\$0.0000	\$0.00
DP00749	HDW, GALVANIZED J-BOLT 3/4" X 18" X 4" X 6"	16.00 EA	\$0.0000	\$0.00
DP00751	HDW, GALVANIZED HEX NUT, 3/4"	32.00 EA	\$0.0000	\$0.00
DP00752	HDW, GALVANIZED PLATE WASHER, 3/4" X 3"OD X 1/4"	32.00 EA	\$0.0000	\$0.00
BL03104	TEMPLATE FOR J-BOLT, ALUMINUM FOR 3/4" OR 1" ANCHOR RODS, STD	4.00 EA	\$0.0000	\$0.00
DP00748	POST, LOCKING COLLAR FOR PEDESTAL BASE	4.00 EA	\$0.0000	\$0.00
KIT-THDW-455-DBL	THDW-455 BRACKET, 2-SIDED, FOR 4.5" OD POLE	16.00 EA	\$52.0000	\$832.00
DP03412	THDW-450/455, SIGN BRACKET, FOR 4.5" PIPE	32.00 EA	\$0.0000	\$0.00
DP03413	THDW-455, CARRIAGE BOLT, 5/16" X 4-1/2" ZINC SQ NECK, FOR 4.5" PIPE	32.00 EA	\$0.0000	\$0.00
DP03415	THDW-450/455, NYLOC NUT, 5/16" STAINLESS STEEL, FOR 4.5" PIPE	32.00 EA	\$0.0000	\$0.00
DP03416	THDW-450/455, WASHER, 5/16" STAINLESS STEEL, FOR 4.5" PIPE	32.00 EA	\$0.0000	\$0.00
DP03434	BOLT, HEX HEAD CAP SCREW, ZINC, W/NEOPRENE WASHER, 5/16" X 1/2"	32.00 EA	\$0.0000	\$0.00
DP00902	BOLLARD, PEDESTAL, 4FT, BLINKERBEAM, BATTERY, YELLOW PUSH BUTTON	2.00 EA	\$1,852.5000	\$3,705.00
KIT-PP-45-AL-4-18	ALUMINUM BOLLARD POST PACKAGE, 4' X 4.5" OD, W/ 18" J-BOLTS	2.00 EA	\$864.2500	\$1,728.50



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Quote Number	Date	Customer Number
SQN00079161	04-08-26	C000712
Quote valid for 30 days.		

<i>Product</i>	<i>Description</i>	<i>Quantity</i>	<i>Price</i>	<i>Extended Price</i>
DP00758	POST, ALUM ROUND PIPE, THREADED, 4.5" SCH 40, 4FT	2.00 EA	\$0.0000	\$0.00
DP00747	POST, PEDESTAL BASE	2.00 EA	\$0.0000	\$0.00
DP00749	HDW, GALVANIZED J-BOLT 3/4" X 18" X 4" X 6"	8.00 EA	\$0.0000	\$0.00
DP00751	HDW, GALVANIZED HEX NUT, 3/4"	16.00 EA	\$0.0000	\$0.00
DP00752	HDW, GALVANIZED PLATE WASHER, 3/4" X 3"OD X 1/4"	16.00 EA	\$0.0000	\$0.00
BL03104	TEMPLATE FOR J-BOLT, ALUMINUM FOR 3/4" OR 1" ANCHOR RODS, STD	2.00 EA	\$0.0000	\$0.00
DP00746	POST, CAP FOR 4.5" ROUND POST W/3EA 1/4" X 3/4" SS HEX BOLT	2.00 EA	\$0.0000	\$0.00
Total Before Tax				\$28,873.60
Freight Chrg				\$850.00
Tax				\$0.00
Order Total				\$29,723.60



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**CSR:** Tammy Stonebrink

# SALES QUOTE

Quote Number	Date	Customer Number
SQN00079161	04-08-26	C000712
Quote valid for 30 days.		

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**Terms and Conditions**

**By confirming this Order Acknowledgment, Customer agrees to the following:**

1. Customer confirms the above order and prices. Custom orders, which are customized products made specifically for the Customer, are non-returnable and cannot be cancelled once placed. Non-custom orders for stock product may be canceled not less than 2 days of scheduled shipment date, but are subject to a 20% restocking fee. Non-custom orders for non-stock product, provided Seller's vendor accepts the cancellation or return, may be canceled or returned not less than 10 days of scheduled shipment date, but is subject to payment of Seller's vendor's restocking fee.
2. Terms of sale are Net 30 days from invoice date unless otherwise stated on the invoice. Customer agrees to pay all invoices timely and to pay interest on past due balances at the rate of 18% per annum unless such interest rate is not allowed by law and in that event at the highest rate allowed by law.
3. Customer agrees to pay on demand all of Seller's costs and expenses, including without limitation reasonable attorneys' fees, legal expenses and/or collection agency fees, charges and expenses, incurred by Seller in connection with collection of any amounts owed to Seller whether or not a lawsuit is filed, in any bankruptcy proceedings or in any appeal. Customer also agrees to pay all attorneys' fees, costs, expenses and collection agency fees, costs and expenses incurred by Seller in any judgment enforcement proceedings or actions.
4. Customer agrees that venue and jurisdiction for any suit or legal action may be had in Multnomah County, Oregon.
5. Customer agrees that claims for shortages and/or non-conforming goods for any reason must be made in writing within 72 hours of delivery of the goods. Failure to timely notify Seller shall constitute a waiver of the shortage or non-conformity. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
6. Customer agrees that if a carrier or transportation company delivers the goods, Customer will inspect the goods and packaging upon receipt and notify Seller and carrier or transportation company immediately and in writing of any packaging damage or damage to the goods. Failure of Customer to so notify Seller and carrier or transportation company as required herein shall constitute Customer's unqualified acceptance of such goods and packaging in the condition in which they were delivered by carrier or transportation company.
7. Seller warrants that the good sold are free of defects. Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) CONCERNING OR RELATING TO THE GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Customer agrees that Seller's liability to Customer under this Order Acknowledgment, any warranty obligation, or the manufacture, delivery, installation, repair, or use of any good sold by Seller shall not exceed the price paid for such good. Customer agrees that Seller shall not be liable for any incidental, special, or consequential damages.
9. Customer agrees that purchase orders and other documents issued by Applicant or any agent thereof that include terms and conditions different from, or in addition to, the terms and conditions of this Order Acknowledgment will not be enforceable and will not amend this Order Acknowledgment or constitute an agreement between Customer and Seller. This Order Acknowledgment and the Credit Application/Sales Agreement (if executed) constitute the complete and integrated agreement between Customer and Seller and cannot be amended unless in writing and signed by Seller and Customer.
10. Any person confirming this Order Acknowledgment on behalf of Customer represents and warrants to Seller that he or she has authority to bind Customer to the terms and conditions of this Order Acknowledgment.

Customer (as defined above) hereby confirms and agrees to the terms and conditions herein:

Name of person signing for Customer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

H. Approval of Honeysuckle-Ramsey Roundabout Project Bid Award to LaRiviere, Inc



# Memo

To: Mayor and Hayden City Council

From: Dulci Kau, P.E. City Engineer

Date: 5/12/2026

**Agenda Item:** Award the Honeysuckle-Ramsey Roundabout project to La Riviere, Inc.

---

## **Agenda Item Location**

Consent

## **Background and Recommended Action or Motion**

The Ramsey and Honeysuckle roundabout has been designed and bid. The next step to completing the project is construction. The bids received for the Honeysuckle-Ramsey Roundabout project were Bids for this project were opened on April 22. Staff agrees with Welch Comer's recommendation to award the project to La Rivier, Inc as the lowest responsive bidder, in accordance with Idaho Code.

Staff recommends the Council award the Honeysuckle-Ramsey Roundabout Project to La Riviere, Inc. and permit the mayor to sign the Notice of Award and Contract with La Riviere, in accordance with the Bidding Documents.

## **Functional Impact of Authorizing**

If authorized, the City will have a contractor to perform the work identified with the bidding documents.

## **Functional Impact of Not Authorizing**

If not approved, the roundabout may not be able to proceed as scheduled or budgeted.

## **Fiscal Impact**

The award of this project to La Rivere, will authorize up to a total of \$1,714,895,55, which is within the estimated budget amount. Additionally, with the executed partnership agreements with Hayden Lake Irrigation District and Hayden Area Regional Sewer Board, the City's proportionate share of this project is \$1,244,560.05.

## **Budget Funding Source / Transfer Request**

GL 130-899-57782

## **Attachment(s)**

Recommendation for Award



330 E. Lakeside Ave, Ste. 101  
Coeur d'Alene, ID 83814  
208-664-9382

2310 N. Swing Ln, Ste. 101  
Liberty Lake, WA 99019  
509-505-5551

APRIL 24, 2026

DULCI KAU, P.E.  
CITY OF HAYDEN  
8930 N. GOVERNMENT WAY  
HAYDEN, IDAHO 8335

Re: Honeysuckle Avenue & Ramsey Road Roundabout Improvements

Dear Dulci:

Enclosed please find the bid tabulation and review checklist for the bids which were received at your office for the Honeysuckle Avenue & Ramsey Road Roundabout Improvements Project. We have reviewed the bid packages received and they all seem to be responsive.

Welch Comer & Associates recommends awarding the bid for Schedule A, Schedule B, and Schedule C in the amount of \$1,714,895.55 to the low bidder, La Riviere, Inc. Should the City concur with our recommendation, please sign the appropriate Notice of Award (attached) and return it to our office for immediate processing.

Should you have any questions, please contact our office.

Sincerely,  
Welch Comer Engineers

A handwritten signature in black ink, appearing to read 'Melissa Cleveland'.

Melissa Cleveland, P.E.  
Senior Project Manager

MC/rh

Enclosures:  
Bid Summary  
Bid Tab  
Bid Review

**City of Hayden**  
**41014.14 - Honeysuckle/Ramsey Rd Roundabout**  
**BID SUMMARY\***  
**Bid Opening: April 22, 2026, 2:00 PM**

<b>CONTRACTOR</b>	<b>Schedule A</b>	<b>Schedule B</b>	<b>Schedule C</b>	<b>Total</b>
La Riviere, Inc	\$ 1,408,746.86	\$ 66,245.39	\$ 239,903.30	\$ 1,714,895.55
Selland Construction	\$ 1,406,751.00	\$ 76,950.00	\$ 300,190.00	\$ 1,783,891.00
North Fork Enterprises	\$ 1,498,060.73	\$ 80,731.00	\$ 280,768.00	\$ 1,859,559.73
Interstate Concrete and Asphalt	\$ 1,498,359.24	\$ 85,399.40	\$ 288,727.95	\$ 1,872,486.59
Active Construction, Inc.	\$ 1,959,747.00	\$ 86,500.00	\$ 331,130.00	\$ 2,377,377.00

\* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

**City of Hayden**  
**41014.14 - Honeysuckle/Ramsey Rd Roundabout**  
**BID TABULATION**  
**Bid Opening: April 22, 2026, 2:00 PM**

Prepared by: Bea Alonzo

Pay Item	Description	Pay Unit	Estimated Quantity	La Riviere, Inc		Selland Construction		North Fork Enterprises		Interstate Concrete and Asphalt		Active Construction, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
<b>Schedule A - Roadway Improvements</b>													
201.4.1.A.1	Clearing and Grubbing	AC	1.93	\$ 5,347.64	\$ 10,320.95	\$ 9,500.00	\$ 18,335.00	\$ 17,900.00	\$ 34,547.00	\$ 8,069.85	\$ 15,574.81	\$ 30,000.00	\$ 57,900.00
201.4.1.C.1	Removal of Obstructions	LS	1.00	\$ 6,113.17	\$ 6,113.17	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,655.20	\$ 1,655.20	\$ 5,000.00	\$ 5,000.00
201.4.1.D.1.1	Removal of Bituminous Surface	SY	6334.00	\$ 3.45	\$ 21,852.30	\$ 2.50	\$ 15,835.00	\$ 3.00	\$ 19,002.00	\$ 3.10	\$ 19,635.40	\$ 11.50	\$ 72,841.00
201.4.1.D.1.2	Removal of Sidewalk	SY	188.00	\$ 7.43	\$ 1,396.84	\$ 5.50	\$ 1,034.00	\$ 3.50	\$ 658.00	\$ 9.45	\$ 1,776.60	\$ 14.00	\$ 2,632.00
201.4.1.E.1.2	Removal of Fence – Vinyl	LF	165.00	\$ 3.64	\$ 600.60	\$ 15.00	\$ 2,475.00	\$ 16.00	\$ 2,640.00	\$ 7.35	\$ 1,212.75	\$ 5.00	\$ 825.00
201.4.1.E.1.3	Removal of Fence - Wood and Masonry	LF	583.00	\$ 3.62	\$ 2,110.46	\$ 14.00	\$ 8,162.00	\$ 10.30	\$ 6,004.90	\$ 9.10	\$ 5,305.30	\$ 6.00	\$ 3,498.00
201.4.1.F.1.1	Removal of Sign	EA	8.00	\$ 75.37	\$ 602.96	\$ 75.00	\$ 600.00	\$ 70.00	\$ 560.00	\$ 137.95	\$ 1,103.60	\$ 90.00	\$ 720.00
201.4.1.F.1.2	Removal of Tree incl. Stump	EA	19.00	\$ 219.10	\$ 4,162.90	\$ 1,200.00	\$ 22,800.00	\$ 460.00	\$ 8,740.00	\$ 1,338.65	\$ 25,434.35	\$ 1,050.00	\$ 19,950.00
201.4.D.E.1.1	Removal of Fence – Chain Link	LF	467.00	\$ 5.43	\$ 2,535.81	\$ 3.00	\$ 1,401.00	\$ 2.70	\$ 1,260.90	\$ 6.10	\$ 2,848.70	\$ 8.00	\$ 3,736.00
202.4.1.A.1	Excavation	CY	1809.00	\$ 17.51	\$ 31,675.59	\$ 35.00	\$ 63,315.00	\$ 33.00	\$ 59,697.00	\$ 16.85	\$ 30,481.65	\$ 34.00	\$ 61,506.00
206.4.1.A.1	Seedbed Preparation	AC	0.97	\$ 5,556.69	\$ 5,389.99	\$ 7,100.00	\$ 6,887.00	\$ 9,844.00	\$ 9,548.68	\$ 2,070.25	\$ 2,008.14	\$ 11,000.00	\$ 10,670.00
206.4.1.B.1	Seeding	AC	0.97	\$ 695.75	\$ 674.88	\$ 1,900.00	\$ 1,843.00	\$ 2,033.00	\$ 1,972.01	\$ 648.00	\$ 628.56	\$ 2,200.00	\$ 2,134.00
206.4.1.C.1	Mulching	AC	0.97	\$ 3,362.77	\$ 3,261.89	\$ 1,900.00	\$ 1,843.00	\$ 2,350.00	\$ 2,279.50	\$ 3,132.00	\$ 3,038.04	\$ 2,500.00	\$ 2,425.00
206.4.1.G.1	Fertilizing	AC	0.97	\$ 463.83	\$ 449.92	\$ 1,200.00	\$ 1,164.00	\$ 1,177.00	\$ 1,141.69	\$ 432.00	\$ 419.04	\$ 1,250.00	\$ 1,212.50
404.4.1.A.1	Water Service 1" Size, Irrigation Service at Sta: 35+95	EA	1.00	\$ 2,762.03	\$ 2,762.03	\$ 3,300.00	\$ 3,300.00	\$ 10,300.00	\$ 10,300.00	\$ 8,738.70	\$ 8,738.70	\$ 3,500.00	\$ 3,500.00
406.4.1.A.1	1" Reduced Pressure Backflow Preventor at Sta. 35+95	EA	1.00	\$ 7,169.67	\$ 7,169.67	\$ 3,450.00	\$ 3,450.00	\$ 3,050.00	\$ 3,050.00	\$ 7,819.15	\$ 7,819.15	\$ 3,300.00	\$ 3,300.00
406.4.1.A.1	Water Service 1" Size at Sta: 33+87.5	EA	1.00	\$ 1,087.51	\$ 1,087.51	\$ 3,300.00	\$ 3,300.00	\$ 7,930.00	\$ 7,930.00	\$ 8,789.25	\$ 8,789.25	\$ 1,000.00	\$ 1,000.00
504.4.1.B.1	Sewer Service Line Extension - Size 4"	EA	5.00	\$ 997.39	\$ 4,986.95	\$ 1,800.00	\$ 9,000.00	\$ 4,900.00	\$ 24,500.00	\$ 3,596.20	\$ 17,981.00	\$ 3,300.00	\$ 16,500.00
601.4.1.A.1	12" Storm Drain Pipe, PVC	LF	196.00	\$ 67.56	\$ 13,241.76	\$ 60.00	\$ 11,760.00	\$ 89.20	\$ 17,483.20	\$ 58.00	\$ 11,368.00	\$ 140.00	\$ 27,440.00
602.4.1.F.1	Catch Basin – Type 1	EA	3.00	\$ 3,316.66	\$ 9,949.98	\$ 2,500.00	\$ 7,500.00	\$ 2,433.00	\$ 7,299.00	\$ 2,305.15	\$ 6,915.45	\$ 2,400.00	\$ 7,200.00
705.4.1.A.1	Portland Cement Concrete Pavement – Class 4000, 8-inch Thick	SY	290.00	\$ 134.18	\$ 38,912.20	\$ 134.00	\$ 38,860.00	\$ 87.00	\$ 25,230.00	\$ 129.15	\$ 37,453.50	\$ 155.00	\$ 44,950.00
706.4.1.A.1	Standard 3-inch Rolled Curb and Gutter	LF	768.00	\$ 18.98	\$ 14,576.64	\$ 28.00	\$ 21,504.00	\$ 32.00	\$ 24,576.00	\$ 25.90	\$ 19,891.20	\$ 29.00	\$ 22,272.00
706.4.1.A.3	6-inch Vertical Curb (No Gutter)	LF	539.00	\$ 29.54	\$ 15,922.06	\$ 35.00	\$ 18,865.00	\$ 27.50	\$ 14,822.50	\$ 29.30	\$ 15,792.70	\$ 32.00	\$ 17,248.00
706.4.1.A.5	Standard 6-inch Vertical Curb & Gutter	LF	2509.00	\$ 18.32	\$ 45,964.88	\$ 23.00	\$ 57,707.00	\$ 29.40	\$ 73,764.60	\$ 21.50	\$ 53,943.50	\$ 25.00	\$ 62,725.00
706.4.1.E.1	Concrete Sidewalk, 4-inch Thickness	SY	1824.00	\$ 51.31	\$ 93,589.44	\$ 65.00	\$ 118,560.00	\$ 39.00	\$ 71,136.00	\$ 56.60	\$ 103,238.40	\$ 62.00	\$ 113,088.00
706.4.1.F.1	Concrete Driveway Approach	SY	231.00	\$ 69.94	\$ 16,156.14	\$ 118.00	\$ 27,258.00	\$ 74.00	\$ 17,094.00	\$ 99.85	\$ 23,065.35	\$ 120.00	\$ 27,720.00
706.4.1.H.1	Bike/Pedestrian Ramp w/Detectable Warning Domes	EA	27.00	\$ 1,204.68	\$ 32,526.36	\$ 2,700.00	\$ 72,900.00	\$ 1,789.00	\$ 48,303.00	\$ 2,138.30	\$ 57,734.10	\$ 2,400.00	\$ 64,800.00
802.4.1.B.1	Crushed Aggregate for Base, Type 1	TON	3670.00	\$ 30.60	\$ 112,302.00	\$ 22.00	\$ 80,740.00	\$ 26.40	\$ 96,888.00	\$ 23.10	\$ 84,777.00	\$ 40.00	\$ 146,800.00
802.4.1.B.2	Crushed Aggregate for Base, Type 2	TON	6536.00	\$ 30.60	\$ 200,001.60	\$ 21.00	\$ 137,256.00	\$ 23.80	\$ 155,556.80	\$ 22.50	\$ 147,060.00	\$ 30.00	\$ 196,080.00
810.4.1.A.3	Superpave HMA Pav Incl Asph & Add CL SP-3	SY	8780.00	\$ 26.79	\$ 235,216.20	\$ 26.00	\$ 228,280.00	\$ 24.25	\$ 212,915.00	\$ 22.25	\$ 195,355.00	\$ 27.00	\$ 237,060.00
1001.4.1.A.1	Sediment Control	LS	1.00	\$ 2,437.27	\$ 2,437.27	\$ 12,000.00	\$ 12,000.00	\$ 3,800.00	\$ 3,800.00	\$ 2,128.90	\$ 2,128.90	\$ 25,000.00	\$ 25,000.00
1102.4.1.A.1	Street Light (Foundation Only)	EA	12.00	\$ 1,391.49	\$ 16,697.88	\$ 1,350.00	\$ 16,200.00	\$ 1,284.00	\$ 15,408.00	\$ 1,296.00	\$ 15,552.00	\$ 1,400.00	\$ 16,800.00
1102.4.1.E.1	Conduit, Size 2"	LF	1600.00	\$ 6.38	\$ 10,208.00	\$ 6.00	\$ 9,600.00	\$ 7.00	\$ 11,200.00	\$ 5.95	\$ 9,520.00	\$ 6.50	\$ 10,400.00
1102.4.1.F.1	Junction Box	EA	14.00	\$ 231.92	\$ 3,246.88	\$ 228.00	\$ 3,192.00	\$ 214.00	\$ 2,996.00	\$ 216.00	\$ 3,024.00	\$ 235.00	\$ 3,290.00
1103.4.1.A.1	Traffic Control	LS	1.00	\$ 15,343.52	\$ 15,343.52	\$ 28,000.00	\$ 28,000.00	\$ 27,200.00	\$ 27,200.00	\$ 37,301.15	\$ 37,301.15	\$ 100,700.25	\$ 100,700.25
1104.4.1.A.1	Pavement Line Paint or Painted Pavement Markings	SF	3485.00	\$ 2.15	\$ 7,492.75	\$ 5.00	\$ 17,425.00	\$ 2.00	\$ 6,970.00	\$ 5.25	\$ 18,296.25	\$ 2.25	\$ 7,841.25
1104.4.1.B.1	Thermoplastic Pavement Markings	SF	1116.00	\$ 10.49	\$ 11,706.84	\$ 17.00	\$ 18,972.00	\$ 9.50	\$ 10,602.00	\$ 16.75	\$ 18,693.00	\$ 10.25	\$ 11,439.00
1105.4.1.A.1	Permanent Signing	SF	302.00	\$ 27.31	\$ 8,247.62	\$ 26.00	\$ 7,852.00	\$ 177.50	\$ 53,605.00	\$ 25.45	\$ 7,685.90	\$ 26.50	\$ 8,003.00
1105.4.1.C.1	Steel Sign Posts	LB	1968.00	\$ 15.25	\$ 30,012.00	\$ 15.00	\$ 29,520.00	\$ 3.40	\$ 6,691.20	\$ 14.20	\$ 27,945.60	\$ 15.00	\$ 29,520.00
1105.4.1.E.1	Rectangular Rapid Flashing Beacon (One-sided)	EA	4.00	\$ 5,102.14	\$ 20,408.56	\$ 5,000.00	\$ 20,000.00	\$ 5,060.00	\$ 20,240.00	\$ 4,752.00	\$ 19,008.00	\$ 5,000.00	\$ 20,000.00



**BID REVIEW CHECKLIST  
PRIOR TO RECOMMENDATION**

**OWNER:** City of Hayden  
**PROJECT:** 41014.14 - Honeysuckle/Ramsey Rd Roundabout  
**Open Date:** April 22, 2026, 2:00 PM

Bid Review Performed By: Beatrice Alonzo

<b>CONTRACTOR</b>	<b>La Riviere, Inc</b>	<b>Selland Construction</b>	<b>North Fork Enterprises</b>	<b>Interstate Concrete and Asphalt</b>	<b>Active Construction, Inc.</b>
BID AMOUNT (Basis of Bid Award)	\$ 1,714,895.55	\$ 1,783,891.00	\$ 1,859,559.73	\$ 1,872,486.59	\$ 2,377,377.00
PUBLIC WORKS LICENSE NO.	PWC-C-17425 / RCE-22213	PWC-C-13976	052054-Unlimited 1-2-3	RCE-1593/ PWC-C-12090	RCE-65542 / PW License No. 7971769
License Limit (See List)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
License Confirmed with the License Board at <a href="http://www.dbs.idaho.gov">www.dbs.idaho.gov</a>	YES	YES	YES	YES	YES
<b>BID PACKAGE</b>					
<b>Are all forms filled out completely and correctly?</b>					
ALL ADDENDA ACKNOWLEDGED?	YES	YES	YES	YES	YES
BID PROPOSAL FORM	YES	YES	YES	YES	YES
BID SCHEDULE	YES	YES	YES	YES	YES
FORM OF BID SECURITY	YES	YES	YES	YES	YES
Surety Company Confirmed at <a href="http://www.fms.treas.gov/c570/index.html">www.fms.treas.gov/c570/index.html</a> ?	YES	YES	YES	YES	YES
LIST OF SUBCONTRACTORS	YES	YES	YES	YES	YES
<b>Name</b>	La Riviere, Inc	Thorco, Inc	Thorco, Inc	Thorco, Inc	Thorco, Inc.
Classification	Structrual Steel & Rebar	Electrical	Electrical	Electrical	Electrical
License #	PWC-17425-Unlimited / RCE-22213	PWC-C-10130-Unlimited	3102-C PWC-C-10160	PWC-C-10160	PWC-C-10130-Unlimited -1-4
<b>Name</b>	Thorco, Inc.	N/A	N/A	N/A	N/A
Classification	Electrical	N/A	Plumbing	N/A	N/A
License #	PWC-C-10130-Unlimited -1-4	N/A	N/A	N/A	N/A
<b>Name</b>	N/A	N/A	N/A	N/A	N/A
Classification	Plumbing	N/A	HVAC	N/A	N/A
License #	N/A	N/A	N/A	N/A	N/A
<b>Name</b>	N/A	N/A	N/A	N/A	N/A
Classification	HVAC	N/A	N/A	N/A	N/A
License #	N/A	N/A	N/A	N/A	N/A
<b>List other requirements:</b>					
ADDENDA ACKNOWLEDGMENT FORM	YES	YES	YES	YES	YES
NON-COLLUSION AFFIDAVIT	YES	YES	YES	YES	YES
CONTRACTOR FOR PW TO PAY ALL TAXES	YES	YES	YES	YES	YES
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	YES	YES	YES	YES	YES

# Notice of Award

Date: \_\_\_\_\_

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Project: Honeysuckle Avenue & Ramsey Road Roundabout Improvements

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Owner: City of Hayden

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Owner's Contract No.: 57782

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Contract:

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Engineer's Project No.: 41014.14

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Bidder: LaRiviere, Inc.

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Bidder's Address: 17564 N. Dylan Ct., Rathdrum, ID 83858

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You are notified that your Bid dated 4/22/2026 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \$1,714,895.55.

The SCOPE includes: Construction of a roundabout, including excavation, grading, drainage swales, curb, gutter and sidewalk, plant mix pavement, water main improvements, sewer force main improvements, pavement markings and signage, landscaping, and miscellaneous improvements required to complete the project (Schedules A, B, and C). The project is not funded with Federal Funds and Davis Bacon wages will not apply.

The Contract Price of your Contract is One Million, Seven hundred fourteen thousand, eight hundred ninety-five dollars and fifty-five cents. (\$ 1,714,895.55).

1 copy of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract, required payment and performance bonds, and insurance documentation as specified in the Instructions to Bidders (Article 19), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-6.03)

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 ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

---

Owner

---

By: \_\_\_\_\_  
Authorized Signature

---

Title

Copy to Engineer  
(Use Certified Mail, Return Receipt Requested)

- I. Acceptance of the Right-of-Way Dedication and Grant of Easement Associated with John & Tara Arts



# Memo

To: Mayor and Hayden City Council

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

Date: 5/12/2026

**Agenda Item: Acceptance of the Right-of-Way Dedication and Grant of Easement Associated with John & Tara Arts Accessory Dwelling Unit**

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## **Agenda Item Location**

Consent

## **Background and Recommended Action or Motion**

John and Tara Ares have received a building permit for an Accessory Dwelling Unit (PB26-0044) at 757 W Lacey Avenue and has provided the right-of-way dedication and grant of easement 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 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.

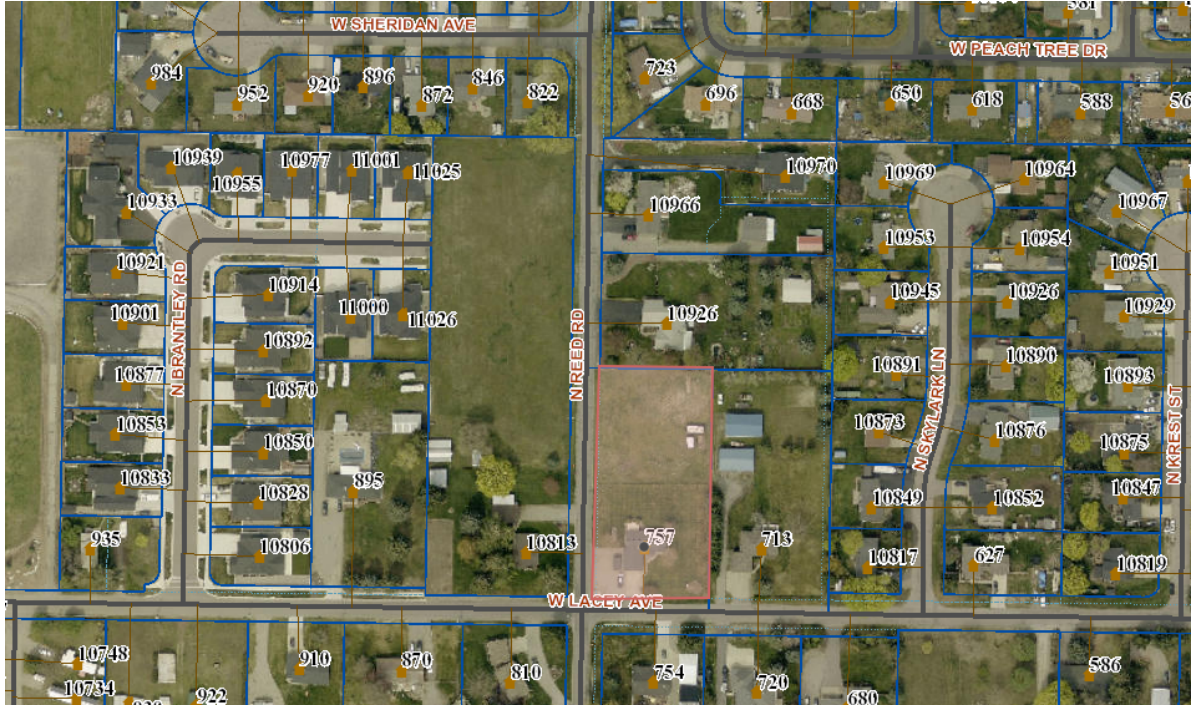
## **Budget Funding Source / Transfer Request**

N/A

## **Attachment**

Right-of-Way Dedication and Grant of Easement

Figure 1 - Vicinity Map



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

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**Document Title:** RIGHT-OF-WAY DEDICATION DEED  
**Grantor(s):** John Charles Arts and Tara Lynn Arts, husband and wife  
**Grantee(s):** City of Hayden

### RIGHT-OF-WAY DEDICATION DEED

The Grantor(s), **John Charles Arts and Tara Lynn Arts, husband and wife**, 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:

**See Exhibit A**

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:

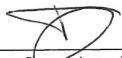
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
\_\_\_\_\_  
John Charles Arts- Husband

  
\_\_\_\_\_  
Tara Lynn Arts- Wife

INDIVIDUAL ACKNOWLEDGEMENT – John Charles Arts

STATE OF IDAHO)

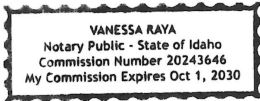
) ss

County of Kootenai )

On this 30 day of April, 2020 before me, a Notary for the State of Idaho, personally appeared John Charles Arts known, or identified to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)



*Vanessa Rava*

Notary Public in and for the State of Idaho,  
Residing at: Post Falls, ID  
My commission expires: Oct 1, 2030

INDIVIDUAL ACKNOWLEDGEMENT – Tara Lynn Arts

STATE OF IDAHO)

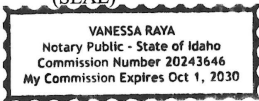
) ss

County of Kootenai )

On this 30 day of April, 2020 before me, a Notary for the State of Idaho, personally appeared Tara Lynn Arts known, or identified to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

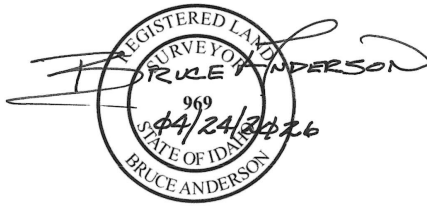


*Vanessa Rava*

Notary Public in and for the State of Idaho,  
Residing at: Post Falls ID  
My commission expires: Oct 1, 2030

Exhibit "A"

A 9.5 foot Right-of-Way easement running parallel and adjoining to a 20 FT. easement as shown on Record of Survey, Instrument #3040068000.



# RECORD OF SURVEY

For Right-of-Way Dedication & Grant of Easement  
 Part of The West Half of Tract 119, Hayden Lake Irrigated Tracts Amended  
 Northeast Quarter of Section 14, Township 51 North, Range 04 West, B.M.  
 City of Hayden, County of Kootenai, Idaho

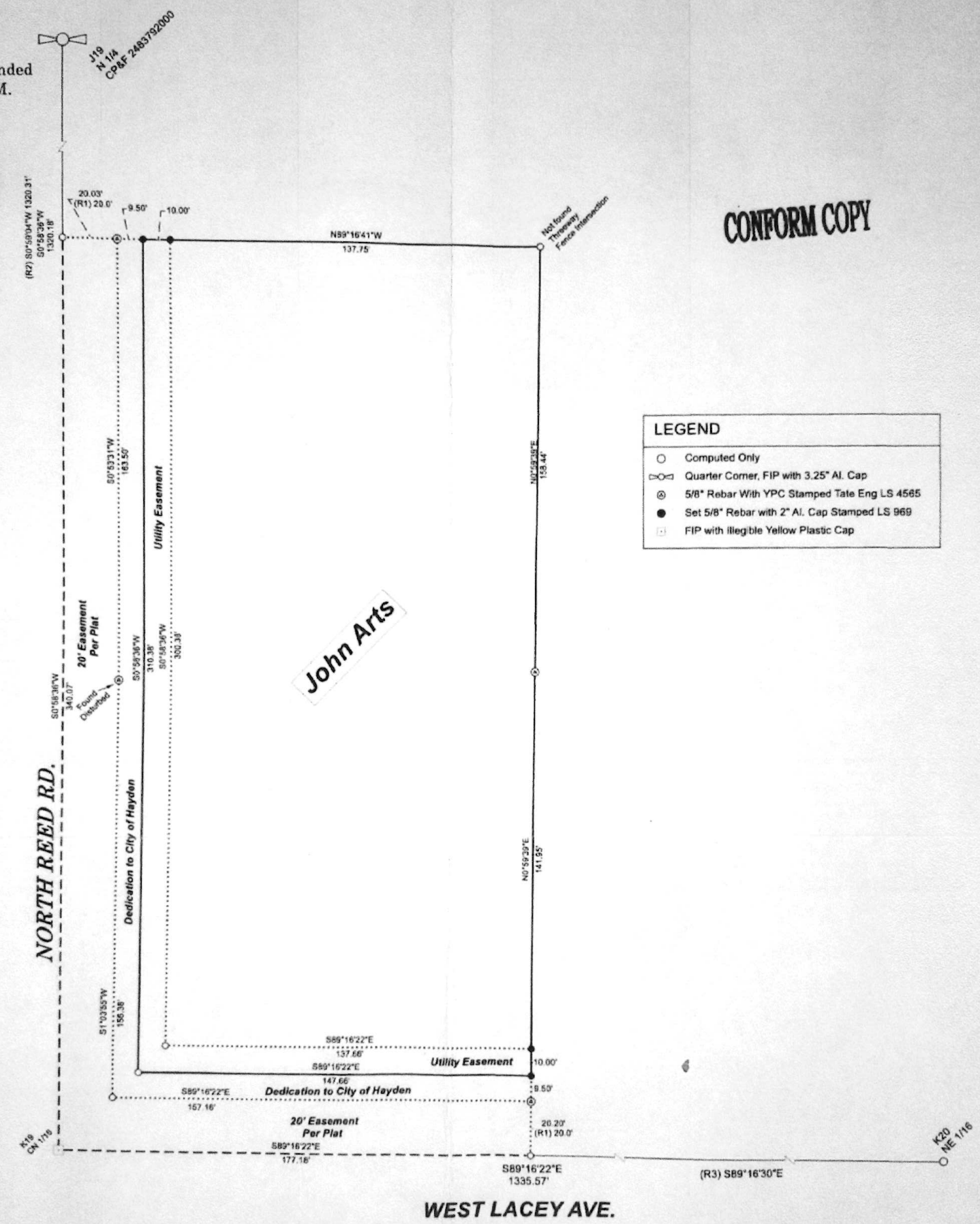
Book 33 Page 477  
 Instrument # 3040068000  
 STATE OF IDAHO  
 COUNTY OF KOOTENAI  
 At the request of  
 Bruce Anderson, LS  
 Jennifer Locke, Clerk/Auditor  
 At 1 minutes past 9 o'clock a.m.  
 Date April 22, 2026  
 By *[Signature]* Deputy  
 Fee: \$5.00

## REFERENCE DOCUMENTS

- (R1) Plat, Hayden Lake Irrigated Tracts, Book C of Plat Page 66-67
- (R2) Record of Survey, Instrument #2872325000 Filed 2021, C. Johnson PLS 9367
- (R3) Record of Survey, Instrument #2604326000 Filed 2016, G. Russel PLS 13419

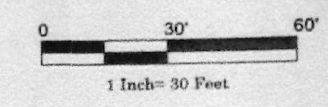
## SURVEYOR'S NOTE

During the course of this survey, there was an apparent unrecorded survey around this subject parcel. Found were 5/8" rebar with yellow plastic caps marked Tate Eng. LS 4565 (Ernie Warner). The intent of the found survey was clear and the monuments were accepted at their found locations. No attempt was made to go beyond the subject parcel to verify the extent of this unrecorded survey. Tate Engineering has since gone out of business and E. Warner has retired.

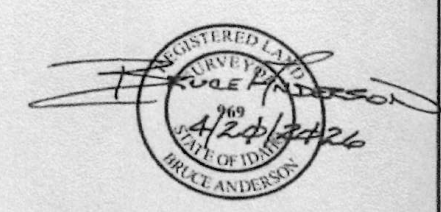


CONFORM COPY

LEGEND	
○	Computed Only
⊗	Quarter Corner, FIP with 3.25" Al. Cap
⊙	5/8" Rebar With YPC Stamped Tate Eng LS 4565
●	Set 5/8" Rebar with 2" Al. Cap Stamped LS 969
⊠	FIP with illegible Yellow Plastic Cap



**BASIS OF BEARING**  
 The basis of bearing of this survey is the line from the Center North 1/16 corner to the North Quarter of Section 14. Coordinates are based upon Idaho State Plane Coordinate System, NAD83(2011), West Zone, survey feet. Bearings are GRID bearings. Distances measured are TRUE GROUND.  
 Combined Adjustment Factor: 0.99990147  
 Geodetic north is an angular rotation of 0°46'32" to the left.



## SURVEYOR'S CERTIFICATE

I, Bruce Anderson, Land Surveyor #969 State of Idaho, hereby certify that this Record of Survey was executed by me or under my direct supervision in conformance with the laws of the State of Idaho regarding surveys.

FILE NAME		
Arts.TRV	DATE	DRAWN BY
30 FV/in	4-17-2026	ORR
JOB	REVIEWED	SHEET
ARTS	BA	

Note: This Record of Survey does not attempt to show the easements or right-of-way or record or in view, nor the location or size of perspective easements, fence lines or other physical features on the property. Buildings, roads, fences, water and sewer lines shown hereon are

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

---

**Document Title:** GRANT OF EASEMENT  
**Grantor(s):** John Charles Arts and Tara Lynn Arts, husband and wife  
**Grantee(s):** City of Hayden

#### GRANT OF EASEMENT

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

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

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

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

John Charles Arts  
John Charles Arts- Husband

Tara Lynn Arts  
Tara Lynn Arts- Wife

INDIVIDUAL ACKNOWLEDGEMENT – John Charles Arts

STATE OF IDAHO) ) ss  
County of Kootenai )

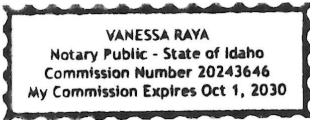
On this 30 day of April, 2026 before me, a Notary for the State of Idaho, personally appeared John Charles Arts known, or identified to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

Vanessa Raya

Notary Public in and for the State of Idaho,  
Residing at: Post Falls ID  
My commission expires: Oct 1, 2030



INDIVIDUAL ACKNOWLEDGEMENT – Tara Lynn Arts

GRANT OF EASEMENT  
Page 3 of 5

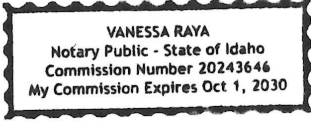
STATE OF IDAHO)

County of Kootenai ) ss  
)

On this 30 day of April, 2026 before me, a Notary for the State of Idaho, personally appeared Tara Lynn Arts known, or identified to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

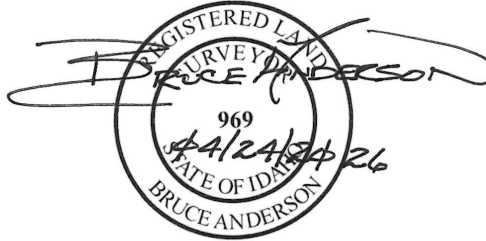
(SEAL)



Vanessa Raya  
Notary Public in and for the State of Idaho,  
Residing at: Post Falls ID  
My commission expires: Oct 1, 2030

Exhibit "A"

A 10.0 foot utility easement running parallel and adjoining a 9.5 foot easement as described on Record of Survey, Instrument #3040068000.



# RECORD OF SURVEY

For Right-of-Way Dedication & Grant of Easement  
 Part of The West Half of Tract 119, Hayden Lake Irrigated Tracts Amended  
 Northeast Quarter of Section 14, Township 51 North, Range 04 West, B.M.  
 City of Hayden, County of Kootenai, Idaho

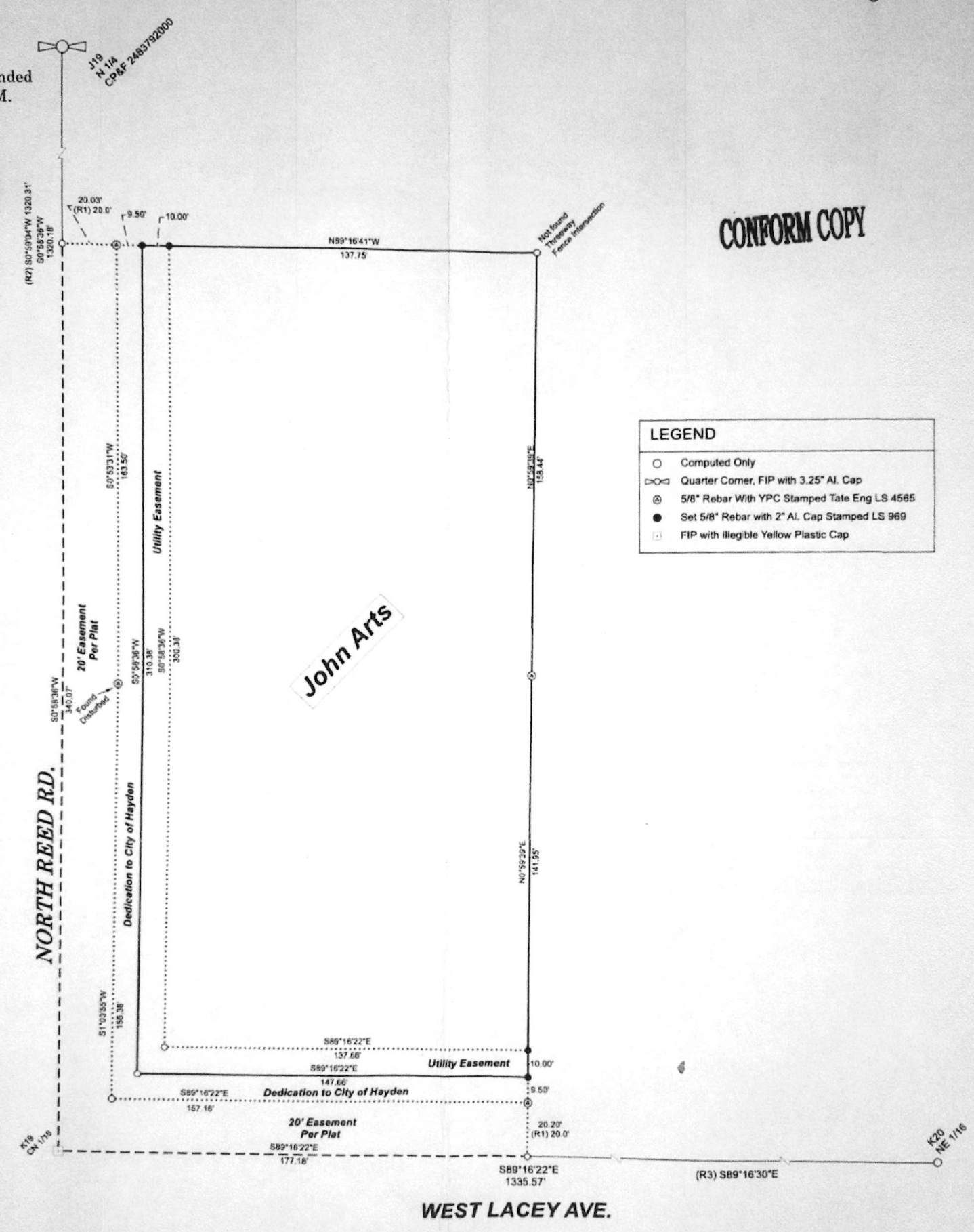
Book 33 Page 477  
 Instrument # 3040068000  
 STATE OF IDAHO  
 COUNTY OF KOOTENAI  
 At the request of  
 Bruce Anderson, LS  
 Jennifer Locke, Clerk/Auditor  
 At 1 minutes past 9 o'clock a.m.  
 Date April 22, 2026  
 By *[Signature]* Deputy  
 Fee: \$5.00

## REFERENCE DOCUMENTS

- (R1) Plat, Hayden Lake Irrigated Tracts, Book C of Plat Page 66-67
- (R2) Record of Survey, Instrument #2872325000 Filed 2021, C. Johnson PLS 9367
- (R3) Record of Survey, Instrument #2604326000 Filed 2016, G. Russel PLS 13419

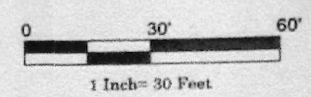
## SURVEYOR'S NOTE

During the course of this survey, there was an apparent unrecorded survey around this subject parcel. Found were 5/8" rebar with yellow plastic caps marked Tate Eng. LS 4565 (Ernie Warner). The intent of the found survey was clear and the monuments were accepted at their found locations. No attempt was made to go beyond the subject parcel to verify the extent of this unrecorded survey. Tate Engineering has since gone out of business and E. Warner has retired.



CONFORM COPY

LEGEND	
○	Computed Only
⊙	Quarter Corner, FIP with 3.25" Al. Cap
⊙	5/8" Rebar With YPC Stamped Tate Eng LS 4565
●	Set 5/8" Rebar with 2" Al. Cap Stamped LS 969
⊙	FIP with illegible Yellow Plastic Cap



## BASIS OF BEARING

The basis of bearing of this survey is the line from the Center North 1/16 corner to the North Quarter of Section 14. Coordinates are based upon Idaho State Plane Coordinate System, NAD83(2011), West Zone, survey feet. Bearings are GRID bearings. Distances measured are TRUE GROUND.

Combined Adjustment Factor: 0.99990147  
 Geodetic north is an angular rotation of 0°46'32" to the left.



## SURVEYOR'S CERTIFICATE

I, Bruce Anderson, Land Surveyor #969 State of Idaho, hereby certify that this Record of Survey was executed by me or under my direct supervision in conformance with the laws of the State of Idaho regarding surveys.

FILE NAME		
Arts.TRV	DATE	DRAWN BY
30 FV/in	4-17-2026	ORR
JOB	REVIEWED	SHEET
ARTS	BA	

Note: This Record of Survey does not attempt to show the easements or right-of-way or record or in view, nor the location or size of perspective easements, fence lines or other physical features on the property. Buildings, roads, fences, water and sewer lines shown hereon are

J. Ratification of the Property Use Agreement with Klim Family Trust



# Memo

To: Mayor and Hayden City Council

From: Dulci Kau

Date: 5/12/2025

**Agenda Item: Ratification of the Property Use Agreement with Klim Family Trust**

---

**Agenda Item Location**

Consent

**Background and Recommended Action or Motion**

This agreement allows the City and its contractors to access the area contained within the executed Purchase and Sale agreement with Klim Family Trust for the Ramsey and Honeysuckle roundabout project, due to the closing taking longer than anticipated. This Property Use Agreement allows utility relocation and construction without delays.

Staff recommends the Council ratify the Property Use Agreement with Klim Family Trust.

**Attachment(s)**

Property Use Agreement with Klim Family Trust

PROPERTY USE AGREEMENT

This PROPERTY USE AGREEMENT, is made this 28th day of April, 2026 by and between Klim Family Trust ("OWNER") and the City of Hayden, ("CITY"), a Political Subdivision of the State of Idaho, 8930 N. Government Way, Hayden, Idaho 83835 and CITY and OWNERS may be referred to individually as "PARTY" or collectively as "PARTIES."

WHEREAS, the CITY intends to construct the Honeysuckle Avenue and Ramsey Road Roundabout project ("PROJECT"). This agreement is necessary because the right-of-way acquisition process is currently delayed due to coordination with the OWNER's mortgage company. The City and the OWNER have agreed upon compensation and have executed the necessary transaction documents; however, closing has not yet occurred. This agreement allows the CITY and its' contractors to proceed with utility relocation and construction activities in accordance with the project schedule while the right-of-way transaction is finalized.

WHEREAS, the OWNERS grant access during utility relocation and construction of the PROJECT as shown in the PROJECT plans for parcel number H-4050-23-259-AA also known as 8928 and 8940 N. Ramsey Road, Hayden, Idaho.

NOW, THEREFORE, the PARTIES agree as follows:

1. The PARTIES agree that the PROJECT serves a public purpose and that the purpose is necessary for the public's use.
2. The PARTIES agree to allow access, right of ingress/egress, and property use to the property during relocation of utilities, construction of underground and overhead public and private utilities, curbs and gutters, pedestrian facilities, drainage facilities, tree removal, tree limbing, yard restoration, or any other item requiring encroachment on the OWNER's property during construction of the PROJECT.
3. The private utility (fiber, gas, power, phone) are relocating at the request of the CITY and this agreement extends to these private companies and their subcontractors.
4. The PARTIES agree that this agreement expires once the right of way and easement are transferred from the OWNER to the CITY and the documents are recorded by the title company.

It is expressly intended that the PROPERTY USE AGREEMENT granted herein shall be in full force and effect and shall bind the OWNER, his heirs, successors, and assigns until the right of way and easement have been closed and recorded. The OWNER does hereby covenant with the CITY that they lawfully own and possess the aforementioned property, and that they have a good a lawful right to convey such use. The PARTIES have had sufficient opportunity to consult with legal counsel of their own choice.

IN WITNESS WHEREOF, the PROPERTY USE AGREEMENT has been executed by the respective PARTIES, or by their duly authorized officers or agents, the day and year first above written.

CITY OF HAYDEN

OWNERS

*[Handwritten signature of Alan Davis]*

Alan Davis, Mayor

*[Handwritten signature of Connie Klim]* 2026 11:28:26 PDT

Connie Klim, Trustee

ATTEST:

*[Handwritten signature of Abbi Sanchez]*

Abbi Sanchez, City Clerk








# Klim Property Use Agreement[23]

Final Audit Report

2026-04-28

Created:	2026-04-28
By:	Jamie Askew (jamie@robertsfreebourn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtcCZrrQV0sLizmvLJN-YpOdXXkHwBWSs

## "Klim Property Use Agreement[23]" History

-  Document created by Jamie Askew (jamie@robertsfreebourn.com)  
2026-04-28 - 6:03:18 PM GMT
-  Document emailed to Connie Klim (cmkdpk@gmail.com) for signature  
2026-04-28 - 6:03:21 PM GMT
-  Email viewed by Connie Klim (cmkdpk@gmail.com)  
2026-04-28 - 6:25:34 PM GMT
-  Document e-signed by Connie Klim (cmkdpk@gmail.com)  
Signature Date: 2026-04-28 - 6:28:26 PM GMT - Time Source: server
-  Agreement completed.  
2026-04-28 - 6:28:26 PM GMT

K. Ratification of April Payroll

**CITY OF HAYDEN**  
**COUNCIL PAYROLL REPORT**  
**April 2026**  
 May 12, 2026 Council Meeting

DESCRIPTION	PAYROLL	ADDITIONAL COSTS Paid by Employer
Employee Wages	\$210,923.98	
iii-A Dental Plan		3,450.00
iii-A Medical Plan		57,456.50
Health Savings Account	paid quarterly	4,250.00
Medicare		2,966.27
PERSI		24,008.50
Social Security		12,683.45
Beam Vision Plan		670.97
FSA/HRA Fees		136.00
TOTALS	\$210,923.98	\$105,621.69
	<b>GRAND TOTAL</b>	<b>\$316,545.67</b>

37 Full-Time Employees

1 Part-Time Employee

5 Mayor & Council

0 Active Duty Military

0 Seasonal/Temporary

31 Temps - Recreation

**74 Total Employees**

43 Benefit-Eligible Employees

39 on Medical & 41 on Dental

L. Approval of Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 05/12/2026 - 05/12/2026

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
30794 00051570	ACRANET INC NEW HIRE- KEVIN FOSTER 110-211-55810	04/30/2026 llafleur EMPLOYEE RECRUITMENT	05/12/2026	106.00 106.00	106.00	Open 1.00	N 05/12/2026 106.00
1HMR-VQ6R-YN4J 00051528	AMAZON CAPITAL SERVICES, INC. LEATHER A5 PORTFOLIO NOTEBOOK 110-211-56101	04/22/2026 llafleur OFFICE SUPPLIES	05/12/2026	49.97 49.97	49.97	Open 1.00	N 05/12/2026 49.97
114R-JQYC-LD3R 00051529	AMAZON CAPITAL SERVICES, INC. 8PK ART WALL PANELS 110-301-57602	04/25/2026 llafleur DEPARTMENT RECOGNITION	05/12/2026	59.88 59.88	59.88	Open 1.00	N 05/12/2026 59.88
19RD-H1PR-143V 00051534	AMAZON CAPITAL SERVICES, INC. ERASEABLE GEL PENS, UNISEX BATHROOM SIGN 110-211-56101	04/27/2026 llafleur OFFICE SUPPLIES	05/12/2026	37.08 37.08	37.08	Open 1.00	N 05/12/2026 37.08
161X-7Q6P-RVT1 00051535	AMAZON CAPITAL SERVICES, INC. AIMOH FLIP & SEAL ENVELOPES 110-211-56101	04/27/2026 llafleur OFFICE SUPPLIES	05/12/2026	53.79 53.79	53.79	Open 1.00	N 05/12/2026 53.79
1YYC-7RNP-6YTY 00051582	AMAZON CAPITAL SERVICES, INC. LAMINATING SHEETS 8.5x11, LAMINTATING SH 110-211-56101	05/01/2026 llafleur OFFICE SUPPLIES	05/12/2026	38.93 38.93	38.93	Open 1.00	N 05/12/2026 38.93
1H31-GX69-M3L1 00051621	AMAZON CAPITAL SERVICES, INC. SIGNS, LABELS, 110-721-58001-1161 110-711-56101	05/02/2026 llafleur SPECIAL EVENTS-ARBOR DAY OFFICE SUPPLIES	05/12/2026	37.97 19.99 17.98	37.97	open 1.00 1.00	N 05/12/2026 19.99 17.98
1FY3-3CXJ-MDMD 00051622	AMAZON CAPITAL SERVICES, INC. YARD SIGNS, CANDY, PENCILS, MARKERS FOR 110-721-58001-1161 110-711-56105	04/29/2026 llafleur SPECIAL EVENTS-ARBOR DAY PROGRAM EQUIPMENT/SUPPLIES	05/12/2026	224.24 193.45 30.79	224.24	Open 1.00 1.00	N 05/12/2026 193.45 30.79

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 05/12/2026 - 05/12/2026

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
I111325 00051623	AMAZON CAPITAL SERVICES, INC. AWARD RIBBONS 110-711-56105	05/04/2026 l1afleur	05/12/2026	108.34	108.34	Open	N 05/12/2026
		PROGRAM EQUIPMENT/SUPPLIES		108.34		1.00	108.34
I111326 00051624	AMAZON CAPITAL SERVICES, INC. LAMINATE SHEETS 110-711-56101	05/04/2026 l1afleur	05/12/2026	60.78	60.78	Open	N 05/12/2026
		OFFICE SUPPLIES		60.78		1.00	60.78
I111327 00051571	AMERICAN ON-SITE SERVICES CROFOOT PARK 4/1/26-4/30/26 110-811-54104	03/30/2026 l1afleur	05/12/2026	754.00	754.00	Open	N 05/12/2026
		UTILITIES - PARKS		754.00		1.00	754.00
I111327 00051572	AMERICAN ON-SITE SERVICES FINUCANE PARK 4/1/26-34/30/26 110-811-54104	04/30/2026 l1afleur	05/12/2026	115.00	115.00	Open	N 05/12/2026
		UTILITIES - PARKS		115.00		1.00	115.00
I111328 00051573	AMERICAN ON-SITE SERVICES STODDARD PARK 4/1/26-4/30/26 110-811-54104	04/30/2026 l1afleur	05/12/2026	416.00	416.00	Open	N 05/12/2026
		UTILITIES - PARKS		416.00		1.00	416.00
I111329 00051574	AMERICAN ON-SITE SERVICES MCINTIRE FAMILY PARK 4/1/26-4/30/26 110-811-54104	04/30/2026 l1afleur	05/12/2026	115.00	115.00	Open	N 05/12/2026
		UTILITIES - PARKS		115.00		1.00	115.00
I111330 00051575	AMERICAN ON-SITE SERVICES BROADMOORE PARK 04/1/26-04/30/26 110-811-54104	04/30/2026 l1afleur	05/12/2026	323.00	323.00	open	N 05/12/2026
		UTILITIES - PARKS		323.00		1.00	323.00
I111331 00051576	AMERICAN ON-SITE SERVICES HONEYSUCKLE BEACH 04/1/26-04/30/26 110-811-54104	04/30/2026 l1afleur	05/12/2026	754.00	754.00	open	N 05/12/2026
		UTILITIES - PARKS		754.00		1.00	754.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 05/12/2026 - 05/12/2026

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
16087 00051538	CDA PRESS CDA #16087 BID-HONEYSUCKLE/RAMSEY ROUNDA 110-211-55401	04/13/2026 llafleur	05/12/2026	159.20 159.20	159.20	Open 1.00	N 05/12/2026 159.20
48265-04102026 00051556	CDA PRESS Check Request For Escrow: BPN25-0006 110-228-22813	05/04/2026 dcollins	05/12/2026	97.32 97.32	97.32	Open 1.00	N 05/12/2026 97.32
0000048357 00051633	CDA PRESS CDA# 16148 CHIP SEAL 2026 110-211-55401	04/14/2026 llafleur	05/12/2026	166.40 166.40	166.40	Open 1.00	N 05/12/2026 166.40
0000048764-0422 00051637	CDA PRESS CDA#1615 CODE AMEND 110-211-55401	04/22/2026 llafleur	05/12/2026	61.90 61.90	61.90	Open 1.00	N 05/12/2026 61.90
0000048833-0424 00051638	CDA PRESS CDA#16198 SUMMARY ORD 662 110-211-55401	04/24/2026 llafleur	05/12/2026	33.41 33.41	33.41	Open 1.00	N 05/12/2026 33.41
0000048834-0424 00051639	CDA PRESS CDA #16199 SUMMARY OF ORD 663 110-211-55401	04/24/2026 llafleur	05/12/2026	33.41 33.41	33.41	Open 1.00	N 05/12/2026 33.41
2022-1952 00051586	CDA SPRINKLER AND BACKFLOW, LLC H-6 LIFT STATION-BACKFLOW TEST 210-246-57021	05/04/2026 llafleur	05/12/2026	80.10 80.10	80.10	open 1.00	N 05/12/2026 80.10
2022-1953 00051587	CDA SPRINKLER AND BACKFLOW, LLC NORTH GOVERNMENT WAY COMMON'S SPRINKLER 110-541-54300	05/04/2026 llafleur	05/12/2026	282.60 282.60	282.60	open 1.00	N 05/12/2026 282.60

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							Unit Price
2022-1954 00051588	CDA SPRINKLER AND BACKFLOW, LLC CROFFOOT PARK BACK FLOW 110-811-54104	05/04/2026 llafleur UTILITIES - PARKS	05/12/2026	394.80 394.80	394.80	Open	N 05/12/2026 394.80
2022-1963 00051604	CDA SPRINKLER AND BACKFLOW, LLC REPLACE FROST-FREE HYDRANT 110-541-54323	05/06/2026 llafleur PARKS-IRRIGATION	05/12/2026	294.55 294.55	294.55	Open	N 05/12/2026 294.55
189563701042126 00051617	CHARTER COMMUNICATIONS HAYDEN CANYON LIFT STATION PHONE LINE 210-247-59835	04/21/2026 llafleur HAYDEN CANYON LS UTIL	05/12/2026	45.80 45.80	45.80	Open	N 05/12/2026 45.80
3356750 00051578	COEUR D'ALENE GARBAGE SERVICE PUBLIC WORKS APRIL 2026 110-811-54301-3221	04/30/2026 llafleur BUILDING MAINT & REPAIR	05/12/2026	346.02 346.02	346.02	Open	N 05/12/2026 346.02
3357467 00051579	COEUR D'ALENE GARBAGE SERVICE STODDARD BARN & MAINT 110-811-54104	04/30/2026 llafleur UTILITIES - PARKS	05/12/2026	172.90 172.90	172.90	Open	N 05/12/2026 172.90
3357525 00051583	COEUR D'ALENE GARBAGE SERVICE CITY OF HAYDEN 110-811-54301	04/30/2026 llafleur BUILDING MAINT & REPAIR	05/12/2026	154.11 154.11	154.11	Open	N 05/12/2026 154.11
3357526 00051584	COEUR D'ALENE GARBAGE SERVICE CROFFOOT PARK APRIL 2026 110-811-54104	04/30/2026 llafleur UTILITIES - PARKS	05/12/2026	220.52 220.52	220.52	open	N 05/12/2026 220.52
3357530 00051585	COEUR D'ALENE GARBAGE SERVICE FINUCANE PARK APRIL 2026 110-811-54104	04/30/2026 llafleur UTILITIES - PARKS	05/12/2026	129.68 129.68	129.68	open	N 05/12/2026 129.68

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Inventory					Units	Quantity	Unit Price
26064-445 00051589	ENVIRONMENT CONTROL SPOKANE MONTHLY MAINT-CITY HALL & PW APRIL 2026 110-811-54301 110-811-54302	04/01/2026 llafleur	05/12/2026	1,840.00	1,840.00	Open	N 05/12/2026
		BUILDING MAINT & REPAIR		1,495.00		1.00	1,495.00
		PWF- BUILDING MAINT & REPAIR		345.00		1.00	345.00
11888-445INV 00051590	ENVIRONMENT CONTROL SPOKANE CENTERPULL PT, 40x48 BLK 45G CAN LINERS 110-811-54301	04/28/2026 llafleur	05/12/2026	192.00	192.00	Open	N 05/12/2026
		BUILDING MAINT & REPAIR		192.00		1.00	192.00
7548429 00051628	ETHAN LAVALLEY IRPA CONF TRAVEL DINNER 4/20/26 110-711-55803	04/20/2026 llafleur	05/12/2026	14.34	14.34	Open	N 05/12/2026
		TRAVEL/MEETINGS/TRAINING		14.34		1.00	14.34
IDCOE234327 00051530	FASTENAL 4X CB5/8-11X1.5 PKEG, #36 110-533-54036	04/22/2026 llafleur	05/12/2026	3.71	3.71	Open	N 05/12/2026
		2024 FORD F550 TRUCK R&M		3.71		1.00	3.71
4331-22604053 00051555	FCS GROUP INC. HAYDEN-SEWER COLLECTION CAP FEE 4/30/202 211-241-59807	04/30/2026 dcollins	05/12/2026	2,732.50	2,732.50	Open	N 05/12/2026
		SEWER RATE STUDIES		2,732.50		1.00	2,732.50
OM 25-26 INV8 00051549	HARSB COH-O&M REIMBURSE/INVESTMENT-REP/COH 210-241-53252	05/01/2026 llafleur	05/12/2026	290,169.11	290,169.11	Open	N 05/12/2026
		HARSB O&M FEES		290,169.11		1.00	290,169.11
FORCE MAIN PROJ 00051551	HARSB FORCE MAIN PROJECT COST SHARE SPLIT 211-496-59994	04/28/2026 dcollins	05/12/2026	1,894,677.21	1,894,677.21	Open	N 05/12/2026
		PROP SHARE REIMB		1,894,677.21		1.00	1,894,677.21
APRIL 2026 00051566	HARSB CAPACITY SOLD APRIL 2026 211-241-54411	05/04/2026 dcollins	05/12/2026	76,758.00	76,758.00	Open	N 05/12/2026
		CAPACITY SOLD-RES-HARSB		76,758.00		1.00	76,758.00

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1437846 00051525	HAYDEN ACE HARDWARE DISP GLOVE X2 110-531-57702	04/23/2026 llafleur TOOLS & SMALL EQUIPMENT	05/12/2026	33.12 33.12	33.12	Open	N 05/12/2026 33.12
1437966 00051526	HAYDEN ACE HARDWARE 32 GAL TRASH CAN, 5G WHITE BUCKET 110-541-54322	04/24/2026 llafleur PARKS-GROUNDS	05/12/2026	69.43 69.43	69.43	Open	N 05/12/2026 69.43
1439114 00051527	HAYDEN ACE HARDWARE LATEX GLOVES, HOLE SAW 110-531-57702	04/27/2026 llafleur TOOLS & SMALL EQUIPMENT	05/12/2026	21.39 21.39	21.39	Open	N 05/12/2026 21.39
1439646 00051543	HAYDEN ACE HARDWARE KEY SCHLAGE SC1 110-531-56101	04/28/2026 llafleur STREET SHOP SUPPLIES	05/12/2026	1.12 1.12	1.12	Open	N 05/12/2026 1.12
1440383 00051561	HAYDEN ACE HARDWARE CED INSPECTION SUPPLIES 110-349-56402	04/30/2026 dcollins INSPECTION & SAFETY EQUIPMENT	05/12/2026	153.70 153.70	153.70	Open	N 05/12/2026 153.70
1442625 00051580	HAYDEN ACE HARDWARE EYEBOLT BLK X14 110-541-56501	05/05/2026 llafleur FLOWERS & DECORATIONS	05/12/2026	22.40 22.40	22.40	Open	N 05/12/2026 22.40
1442628 00051581	HAYDEN ACE HARDWARE PARTICULAT RESP N95 10PK 110-531-57702	05/05/2026 llafleur TOOLS & SMALL EQUIPMENT	05/12/2026	19.80 19.80	19.80	Open	N 05/12/2026 19.80
1443499 00051636	HAYDEN ACE HARDWARE WHITE DISTILLED VINEGAR 1GAL X2 110-531-56101	05/07/2026 llafleur STREET SHOP SUPPLIES	05/12/2026	11.48 11.48	11.48	Open	N 05/12/2026 11.48

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Inventory					Units	Quantity	Unit Price
1580150-01 4/30 00051620	HAYDEN LAKE IRRIGATION DISTRICT WEST RAMSEY 2025 IRRIGATION SERVICE 210-247-57021	04/30/2026 llafleur H-6 LIFT STATION UTIL	05/12/2026	10.00 10.00	10.00	Open	N 05/12/2026 10.00
04-186472 00051599	HAYDEN SUPER 1 FOODS CITY COUNCIL LUNCH MEETING WITH HURA 110-111-55801	05/01/2026 llafleur TRAVEL, MEETINGS, TRAINING	05/12/2026	33.03 33.03	33.03	Open	N 05/12/2026 33.03
04-43536 00051600	HAYDEN SUPER 1 FOODS CITY COUNCIL LUNCH MEETING 110-111-55801	03/06/2026 llafleur TRAVEL, MEETINGS, TRAINING	05/12/2026	22.41 22.41	22.41	Open	N 05/12/2026 22.41
INV-00499293 00051592	INTERMAX NETWORKS CITY HALL PHONE SERVICE 110-211-55300	05/01/2026 llafleur COMMUNICATIONS/PHONES	05/12/2026	860.23 860.23	860.23	Open	N 05/12/2026 860.23
22493 00051544	INTERMOUNTAIN SIGN & SAFETY INC. 30X30 W2-2, 30X18 RAMSEY RD, POST, ANCHO 110-534-59100	04/24/2026 llafleur FY2022 HWY 95 CITY ENTRANCE SIGNS	05/12/2026	568.00 568.00	568.00	Open	N 05/12/2026 568.00
1124467 00051559	INTERSTATE CONCRETE & ASPHALT 3/4" MINUS CRUSHED ROCK 110-532-54304	04/22/2026 dcollins ROAD & PARKING LOT MAINTENANCE	05/12/2026	565.32 565.32	565.32	Open	N 05/12/2026 565.32
1124631 00051560	INTERSTATE CONCRETE & ASPHALT 3/4" MINUS CRUSHED ROCK 110-532-54304	04/23/2026 dcollins ROAD & PARKING LOT MAINTENANCE	05/12/2026	175.95 175.95	175.95	Open	N 05/12/2026 175.95
1124936 00051601	INTERSTATE CONCRETE & ASPHALT 3/4" MINUS CRUSHED-WYOMING RD/RATHDRUM S 110-532-54304	04/24/2026 llafleur ROAD & PARKING LOT MAINTENANCE	05/12/2026	545.73 545.73	545.73	Open	N 05/12/2026 545.73

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195754 00051550	J-U-B ENGINEERS INC. PROFESSIONAL SERVICES 03/01/26-03/28/26 210-241-59807	04/23/2026 llafleur	05/15/2026	2,167.50 2,167.50	2,167.50	Open	N 05/12/2026 2,167.50
PASS THRU 4/202 00051569	KC EMERGENCY MEDICAL SERVICES SYS DEVELOPMENT IMPACT FEE REMITTANCE FOR AP dcollins 110-228-22818	05/05/2026 llafleur	05/12/2026	2,879.00 2,879.00	2,879.00	Open	N 05/12/2026 2,879.00
2026-00000049 00051591	KOOTENAI COUNTY LAW ENFORCEMENT SERVICES-APRIL 2026 110-251-59003	05/04/2026 llafleur	05/12/2026	99,494.42 99,494.42	99,494.42	Open	N 05/12/2026 99,494.42
1439690 04/30/2 00051605	KOOTENAI ELECTRIC COOPERATIVE INC DAKOTA LIFT STATION 210-247-57001	04/30/2026 llafleur	05/12/2026	42.28 42.28	42.28	Open	N 05/12/2026 42.28
1868671 04/0/26 00051606	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS 3RD ADDITION 110-532-56220-0050	04/30/2026 llafleur	05/12/2026	193.30 193.30	193.30	Open	N 05/12/2026 193.30
1863894 04/30/2 00051607	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS 2ND ADDITION 110-532-56220-0050	04/30/2026 llafleur	05/12/2026	314.20 314.20	314.20	Open	N 05/12/2026 314.20
1863609 04/30/2 00051608	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON APARTMENTS STREET LIGHTS 110-532-56220-0050	04/30/2026 llafleur	05/12/2026	362.70 362.70	362.70	open	N 05/12/2026 362.70
1844501 04/30/2 00051609	KOOTENAI ELECTRIC COOPERATIVE INC NEW DREAMS STREET LIGHTS 110-532-56220-0050	04/30/2026 llafleur	05/12/2026	49.60 49.60	49.60	open	N 05/12/2026 49.60

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1851174 04/30/2							
00051610	KOOTENAI ELECTRIC COOPERATIVE INC	04/30/2026	05/12/2026	224.19	224.19	Open	N
	CARRINGTON MEADOWS LIFT STATION	l1afleur					05/12/2026
	210-247-57020	H-7 CARRINGTON MEADOWS LS UTIL		224.19		1.00	224.19
1652940 04/30/2							
00051611	KOOTENAI ELECTRIC COOPERATIVE INC	04/30/2026	05/12/2026	60.07	60.07	Open	N
	BROADMOORE PUMP	l1afleur					05/12/2026
	110-811-54104	UTILITIES - PARKS		60.07		1.00	60.07
1662848 04/30/2							
00051612	KOOTENAI ELECTRIC COOPERATIVE INC	04/30/2026	05/12/2026	52.35	52.35	Open	N
	AVIATION PLAZA STREET LIGHTS	l1afleur					05/12/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		52.35		1.00	52.35
1839555 04/30/2							
00051613	KOOTENAI ELECTRIC COOPERATIVE INC	04/30/2026	05/12/2026	187.92	187.92	Open	N
	VALLEY GREEN STREET LIGHTS	l1afleur					05/12/2026
	110-532-56220	STREET LIGHTING & SIGNAL UTILITIES		187.92		1.00	187.92
1841141 04/30/2							
00051614	KOOTENAI ELECTRIC COOPERATIVE INC	04/30/2026	05/12/2026	600.74	600.74	Open	N
	CARRINGTON MEADOWS STREET LIGHTS	l1afleur					05/12/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		600.74		1.00	600.74
1297916 04/30/2							
00051615	KOOTENAI ELECTRIC COOPERATIVE INC	04/30/2026	05/12/2026	339.52	339.52	Open	N
	CARAVELLE STREE LIGHTS	l1afleur					05/12/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		339.52		1.00	339.52
1458464 04/30/2							
00051616	KOOTENAI ELECTRIC COOPERATIVE INC	04/30/2026	05/12/2026	1,547.17	1,547.17	Open	N
	BROADMOORE ESTATES LIGHTS	l1afleur					05/12/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		1,547.17		1.00	1,547.17
04/28-06/16/26							
00051625	LAKE CITY FIGURE SKATING	05/06/2026	05/12/2026	364.00	364.00	Open	N
	APRIL-MAY 2026 LTS LESSONS	l1afleur					05/12/2026
	110-711-56108	CONTRACT PAYMENTS		364.00		1.00	364.00

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45556 00051577	LAKE CITY LAW GROUP PLLC LEGAL-APRIL 2026 110-211-53102	05/04/2026 dcollins CIVIL LEGAL SERVICES	05/12/2026	11,431.00 11,431.00	11,431.00	Open	N 05/12/2026 11,431.00
T24726SC-3 00051545	LOCAL HIGHWAY TECHNICAL ASSISTANCE T2 CENTER CLASSES- SEAL COAT BEST PRACTI 110-531-55801	04/13/2026 llafleur TRAVEL, MEETINGS, TRAINING	05/12/2026	240.00 240.00	240.00	Open	N 05/12/2026 240.00
T24/26ADA-3 00051546	LOCAL HIGHWAY TECHNICAL ASSISTANCE T2 CENTER CLASSES- ADA COMPLIANCE FOR 3 110-531-55801	04/13/2026 llafleur TRAVEL, MEETINGS, TRAINING	05/12/2026	240.00 240.00	240.00	Open	N 05/12/2026 240.00
164998 00051626	MICHAEL KOLDA REFUND FOR JUNE 9 USE OF MCINTIRE PARK 110-740-44722	03/18/2026 llafleur FACILITY RENTALS	05/12/2026	76.00 76.00	76.00	Open	N 05/12/2026 76.00
560031 00051540	NAPA AUTO PARTS RED N TACKY GRS ARS X2, #36 110-533-54036	04/22/2026 llafleur 2024 FORD F550 TRUCK R&M	05/12/2026	24.78 24.78	24.78	Open	N 05/12/2026 24.78
560021 00051541	NAPA AUTO PARTS BRAKE PARTS CLEANER, 80OZ MIX CUP, SHOP 110-531-56101	04/22/2026 llafleur STREET SHOP SUPPLIES	05/12/2026	52.16 52.16	52.16	Open	N 05/12/2026 52.16
560993 00051562	NAPA AUTO PARTS FUSE AND MAINTAINER CHARGERS 110-533-54017	04/28/2026 dcollins 2020 CHEVROLET 5500 PICKUP WITH BOX	05/12/2026	72.45 72.45	72.45	Open	N 05/12/2026 72.45
561217 00051563	NAPA AUTO PARTS TRAILER CABLE 110-533-54039	04/29/2026 dcollins 2023 GMC SIERRA 3500 CREW CAB R&M	05/12/2026	48.60 48.60	48.60	Open	N 05/12/2026 48.60

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561129 00051564	NAPA AUTO PARTS FILTER KIT, SHUDDER FIX & TRANSMISSION F dcollins 110-533-54021	04/29/2026 2001 FORD 550 4X4 R&M	05/12/2026	102.49 102.49	102.49	Open 1.00	N 05/12/2026 102.49
1314 00051593	NOR-IDATECH INC. GFI LANGUARD (50 UNITS) SUBSCRIPTION 1 Y llafleur 110-230-57719	04/30/2026 HARDWARE/SOFTWARE MAINTENANCE	05/12/2026	703.29 703.29	703.29	Open 1.00	N 05/12/2026 703.29
055063-E 00051532	NORTH 40 OUTFITTERS FASTENERS 110-534-59100	04/23/2026 llafleur FY2022 HWY 95 CITY ENTRANCE SIGNS	05/12/2026	52.80 52.80	52.80	Open 1.00	N 05/12/2026 52.80
055100-E 00051539	NORTH 40 OUTFITTERS XLR SWTSHT 110-541-56403	04/27/2026 llafleur UNIFORM ALLOWANCE	05/12/2026	64.99 64.99	64.99	Open 1.00	N 05/12/2026 64.99
055111/E 00051547	NORTH 40 OUTFITTERS REFUND XLR SWTSHT 110-541-56403	04/28/2026 llafleur UNIFORM ALLOWANCE	05/12/2026	(64.99) (64.99)	(64.99)	Open 1.00	N 05/12/2026 (64.99)
055181/E 00051594	NORTH 40 OUTFITTERS SPRAY NOZZLE, TEE JET CAP, TEE JET CAP s llafleur 110-541-57702	05/04/2026 TOOLS & SMALL EQUIPMENT	05/12/2026	51.37 51.37	51.37	Open 1.00	N 05/12/2026 51.37
64052 00051598	NORTH IDAHO LANDSCAPE SUPPLIES INC HONEYSUCKLE BEACH BARK, LOCH HAVEN , TO llafleur 110-541-54300	04/07/2026 BUILDINGS & GROUNDS	05/12/2026	1,074.00 1,074.00	1,074.00	open 1.00	N 05/12/2026 1,074.00
PASS THRU 3/26 00051567	NORTHERN LAKES FIRE PROTECTION DIST DEVELOPMENT IMPACT FEE REMITTANCE FOR MA dcollins 110-228-22819	05/05/2026 PASSTHRU-IMPACT FEES-NLFPD	05/12/2026	9,114.00 9,114.00	9,114.00	open 1.00	N 05/12/2026 9,114.00

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PASS THRU 4/26 00051568	NORTHERN LAKES FIRE PROTECTION DIST DEVELOPMENT IMPACT FEE REMITTANCE FOR AP dcollins 110-228-22819	05/05/2026 PASSTHRU-IMPACT FEES-NLFPD	05/12/2026	27,497.45 27,497.45	27,497.45	Open	N 05/12/2026 27,497.45
60422022 00051595	ONE CALL CONCEPTS, INC. TKTS 203@\$.97, ADVER SURCHARGE 203@\$.20 llafleur 210-241-53253	04/30/2026 SEWER LOCATES	05/12/2026	257.81 257.81	257.81	Open	N 05/12/2026 257.81
54645 00051640	RUEN-YEAGER & ASSOCIATES S253000 PLANNING SERVICES FY 2026 110-345-53208	04/29/2026 dcollins CONTRACT PLANNING SERVICES	05/12/2026	782.00 782.00	782.00	Open	N 05/12/2026 782.00
109089 00051629	SATURDAY NIGHT INC. COED CHAMP SHIRTS 110-711-56105	04/28/2026 llafleur PROGRAM EQUIPMENT/SUPPLIES	05/12/2026	77.92 77.92	77.92	Open	N 05/12/2026 77.92
109047 00051630	SATURDAY NIGHT INC. BLOCK PARTY TOURNEY CHAMP SHIRTS 110-711-52903	04/14/2026 llafleur PROGRAM AWARDS/PRIZES/CERTIFICATES	05/12/2026	172.64 172.64	172.64	Open	N 05/12/2026 172.64
80149/747592 20 00051634	SESAC MUSIC LICENSE CONTRACT THRU 9/30/26 110-211-55701	05/04/2026 dcollins DUES, MEMBERSHIPS & SUBSCRIPTIONS	05/12/2026	480.75 480.75	480.75	Open	N 05/12/2026 480.75
P29710SPO 00051533	SWS EQUIPMENT INC. CLAMP, QUICK DISCONNECT, S&H OVERNIGHT 110-533-54035	04/23/2026 llafleur 2018 PETERBILT STREET SWEEPER 220 R&M	05/12/2026	809.51 809.51	809.51	open	N 05/12/2026 809.51
P29845SPO 00051536	SWS EQUIPMENT INC. SEAL, FAN, A7000 Hp 110-533-54035	04/24/2026 llafleur 2018 PETERBILT STREET SWEEPER 220 R&M	05/12/2026	145.98 145.98	145.98	open	N 05/12/2026 145.98

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 05/12/2026 - 05/12/2026

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
197-1164426 00051531	THE GOODYEAR TIRE & RUBBER CO TIRE SWITCH, FLAT TIRE REPAIR 110-533-54004	04/27/2026 llafleur	05/12/2026	353.25	353.25	Open	N 05/12/2026
	2018 KENWORTH T-370 WATER TRUCK			353.25		1.00	353.25
1396676 00051565	TITAN TRUCK EQUIPMENT & ACCESSORIES ORANGE HANDHELD REMOTE 110-533-54039	04/29/2026 dcollins	05/12/2026	165.99	165.99	Open	N 05/12/2026
	2023 GMC SIERRA 3500 CREW CAB R&M			165.99		1.00	165.99
1396677 00051596	TITAN TRUCK EQUIPMENT & ACCESSORIES 14X12X30 BLACK STEEL UNDER 110-533-54039	05/04/2026 llafleur	05/12/2026	794.87	794.87	Open	N 05/12/2026
	2023 GMC SIERRA 3500 CREW CAB R&M			794.87		1.00	794.87
14950 00051548	TRAFFICORP TEMP FLAGGING HAYDEN AVE MANHOLE REPAIR 110-531-53404	04/22/2026 llafleur	05/12/2026	887.00	887.00	Open	N 05/12/2026
	CONTRACT LABOR (FLAGGERS, ETC.)			887.00		1.00	887.00
170651 00051627	TRUE NORTH CHURCH CANCELED AMUSEMENTS 110-740-44722	04/27/2026 llafleur	05/12/2026	40.00	40.00	Open	N 05/12/2026
	FACILITY RENTALS			40.00		1.00	40.00
4222026 00051631	TURNER SPECIALTIES ARBOR DAY STICKERS & AWARD 110-721-58001-1161	04/22/2026 llafleur	05/12/2026	228.00	228.00	Open	N 05/12/2026
	SPECIAL EVENTS-ARBOR DAY			228.00		1.00	228.00
26-1432-01 00051537	VERDIS STODDARD PARK SILO ROOF STRUCTURAL REVEI 110-541-54300	04/27/2026 llafleur	05/12/2026	4,893.00	4,893.00	open	N 05/12/2026
	BUILDINGS & GROUNDS			4,893.00		1.00	4,893.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 05/12/2026 - 05/12/2026

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
6141629132 00051618	VERIZON WIRELESS	04/21/2026	05/12/2026	300.16	300.16	Open	N
	LIFT STATION WIRELESS -MAR 22, 2026-APR 11	lflleur					05/12/2026
	210-247-57006	PRAIRIE/FRANKLIN/CHURCH LS UTIL		23.65		1.00	23.65
	210-247-57000	LEISURE PARK LS UTIL		23.65		1.00	23.65
	210-247-57003	WOODLAND MEADOWS LS UTIL		23.65		1.00	23.65
	210-247-57013	H-5 STRAWBERRY FLDS PS UTIL		23.65		1.00	23.65
	210-247-57007	CORNERSTONE LS UTIL		23.65		1.00	23.65
	210-247-57020	H-7 CARRINGTON MEADOWS LS UTIL		23.65		1.00	23.65
	210-247-57011	EMERALD OAKS LS UTIL		23.65		1.00	23.65
	210-247-57019	HAYDEN NORTH LS UTIL		23.65		1.00	23.65
	210-247-57016	HEATHERSTONE LS UTIL		23.65		1.00	23.65
	210-247-57021	H-6 LIFT STATION UTIL		63.66		1.00	23.65
	210-247-59835	HAYDEN CANYON LS UTIL		23.65		1.00	23.65
6141661198 00051619	VERIZON WIRELESS	04/21/2026	05/12/2026	477.52	477.52	Open	N
	MIFI & ROUTER MAR 22, 2026-APR 21, 2026	lflleur					05/12/2026
	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		198.76		1.00	198.76
	110-711-55300	COMMUNICATIONS/PHONES		38.70		1.00	38.70
05/04/2026 00051557	VIKING CONSTRUCTION INC	05/04/2026	05/12/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC26-0006	dcollins					05/12/2026
	110-228-22813	BTC26-0006 - OT26-0050		1,000.00		1.00	1,000.00
10160 N LIVERPO 00051558	VIKING CONSTRUCTION INC - ID	05/04/2026	05/12/2026	1,000.00	1,000.00	Open	N
	Check Request For Bond: BTC26-0005	dcollins					05/12/2026
	110-228-22813	BTC26-0005 - OT26-0049		1,000.00		1.00	1,000.00
41014040-045 00051632	WELCH COMER & ASSOCIATES INC.	05/07/2026	05/12/2026	255.00	255.00	Open	N
	Check Request For Escrow: BEN26-0004	dcollins					05/12/2026
	110-228-22813	BEN26-0004 - PZE-26-0038		255.00		1.00	255.00
IN003591721 00051597	WESTERN STATES EQUIPMENT COMPANY	05/05/2026	05/12/2026	1,003.47	1,003.47	Open	N
	H-7 PM1, H-7 LOAD BANK	lflleur					05/12/2026
	210-247-57020	H-7 CARRINGTON MEADOWS LS UTIL		1,003.47		1.00	1,003.47

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 05/12/2026 - 05/12/2026

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
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
IN003593340 00051635	WESTERN STATES EQUIPMENT COMPANY H-5, LOAD BANK 2HRS 210-246-57013	05/06/2026 l1afleur	05/12/2026	1,003.47	1,003.47	Open	N 05/12/2026
	H-5 STRAWBERRY FLDS PS O&M			1,003.47		1.00	1,003.47
1101535 00051602	ZIEGLER LUMBER COMPANY INC. HOLE SAW, SNAP LOCK MANDREL SYS 110-534-59100	04/17/2026 l1afleur	05/12/2026	43.94	43.94	Open	N 05/12/2026
	FY2022 HWY 95 CITY ENTRANCE SIGNS			43.94		1.00	43.94
1105008 00051603	ZIEGLER LUMBER COMPANY INC. 6X6X20GREEN TREATED, DRILL 110-534-59100	04/23/2026 l1afleur	05/12/2026	136.79	136.79	Open	N 05/12/2026
	FY2022 HWY 95 CITY ENTRANCE SIGNS			136.79		1.00	136.79

# of Invoices:	111	# Due: 111	Totals:	2,450,460.09	2,450,460.09
# of Credit Memos:	1	# Due: 1	Totals:	(64.99)	(64.99)
Net of Invoices and Credit Memos:				2,450,395.10	2,450,395.10

--- TOTALS BY FUND ---

110 GENERAL FUND	180,923.50	180,923.50
210 SEWER OPER. & MAINT. FUND	295,303.89	295,303.89
211 SEWER CAPITALIZATION FUND	1,974,167.71	1,974,167.71

--- TOTALS BY DEPT/ACTIVITY ---

111 GEN-MYR OPERATING & ADMINISTRAT	55.44	55.44
211 GEN-ADM OPERATING & ADMINISTRAT	13,512.07	13,512.07
228 PASSTHRU & BAD DEBT EXPENSES	41,842.77	41,842.77
230 GEN-ADM INFORMATION TECHNOLOGY	783.31	783.31
241 OPERATING & ADMINISTRATIVE	372,084.92	372,084.92
246 LIFT/PUMP STATION R&M	1,083.57	1,083.57
247 LIFT/PUMP STATION UTIL	1,625.90	1,625.90
251 LAW ENFORCEMENT SALARIES & BENE	99,494.42	99,494.42
301 COMDEV--P&D OPERATING & ADMINIS	219.92	219.92
345 COMDEV P&D OPERATING & ADMINIST	782.00	782.00
349 COMDEV BLD OPERATING & ADMINIST	153.70	153.70
496 EXTRAORDINARY ITEMS	1,894,677.21	1,894,677.21
511 PW-ADM OPERATING & ADMINISTRATI	198.76	198.76
531 PW-STR OPERATING & ADMINISTRATI	1,506.07	1,506.07
532 PW-STR ROAD MAINTENANCE	4,934.50	4,934.50
533 PW-STR EQUIP/VEHICLE R&M	2,521.63	2,521.63
534 PW-STR CAPITAL PURCHASES/PROJEC	801.53	801.53

**INVOICE REGISTER FOR CITY OF HAYDEN**  
 EXP CHECK RUN DATES 05/12/2026 - 05/12/2026  
 POSTED AND UNPOSTED OPEN  
 BANK ACCOUNTS: 01 - POOLED A/P CHECKING

**Invoice Number**

Inv Ref #	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
	541 PW-PKS OPERATING & ADMINISTRATI			6,687.35	6,687.35		
	711 REC OPERATING & ADMINISTRATIVE			885.49	885.49		
	721 REC EV OPERATING & ADMINISTRATI			441.44	441.44		
	740 RECREATION PROGRAMS			116.00	116.00		
	811 FACIL OPERATING & ADMINISTRATIV			5,987.10	5,987.10		

2. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
3. **PUBLIC HEARING (Public Testimony will be received for these items)**
  - A. **ACTION ITEM** Hayden City Code 7-2-15 Surface Restoration and 6-1-3 Parking Regulations Code Amendments



# Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: May 8, 2026

**Agenda Item: Public Hearing to Consider Code Amendments to 6-1-3 Parking Regulations and 7-2-15 Surface Restorations**

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## **Agenda Item Location**

Public Hearings

## **Background and Recommended Action or Motion**

A public hearing has been noticed to provide an opportunity for the public to hear and provide comments on the proposed ordinance amendments to Titles 6 and 7 relating to parking regulations and surface restorations of public streets. The draft ordinance is provided with this hearing and the proposed resolution that effectuates the law is provided for public review and comments.

No motion is required at the public hearing portion of the meeting; final decision will occur at the time on the agenda for the ordinance and resolution adoption.

## **Fiscal Impact**

N/A

## **Budget Funding Source / Transfer Request**

N/A

## **Attachment**

Draft Ordinance and Resolution

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of Hayden will hold a public hearing at Hayden City Hall, 8930 N. Government Way, Hayden, Idaho, on May 12, 2026 at 5:00 p.m. to consider amendments to Hayden City Code 7-2-15 Surface Restoration, and 6-1-3 Parking Regulations.

The proposed amendments to Hayden City Code 7-2-15 Surface Restoration designate the City of Hayden Pavement Cut Policy as the applicable standard for the restoration of roadways that are cut or damaged.

The proposed amendments to Hayden City Code 6-1-3 clarify City authority to direct the towing of illegally parked vehicles and require vehicle owners to pay the cost. The proposed amendments also define conditions under which the City may designate temporary parking restrictions to accommodate activities necessary to serve the public, such as right of way and underground utility maintenance, construction, and publicly sanctioned events.

Written testimony may be sent to the City of Hayden, 8930 N Government Way, Hayden, Idaho, 83835; emailed to [clerk@haydenid.gov](mailto:clerk@haydenid.gov) or faxed to (208) 772-6522. Written testimony and/or exhibits larger than one 8.5 by 11-inch page double spaced type-written, must be submitted no later than 12:00 p.m. on Tuesday, May 5, 2026. Written testimony should include the signature, email address and mailing address of the submitter; should address the issue at hand; and should not be personally derogatory.

Hayden City Hall is an ADA accessible building. Persons with disabilities requesting special accommodation should make such request to the City Clerk (208) 209-2013 at least twenty-four (24) hours prior to the public hearing.

Abbi Sanchez, City Clerk

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF HAYDEN, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, PROVIDING AMENDMENTS TO HAYDEN CITY CODE TITLE 7, CHAPTER 2, SECTION 15, REPLACING LANGUAGE ESTABLISHING CITY OF HAYDEN PAVEMENT CUT POLICY AND ENCROACHMENT PERMIT REQUIREMENTS, PROVIDING FOR AMENDING HAYDEN CITY CODE TITLE 6, CHAPTER 1 SECTION 3 PARKING REGULATIONS, CLAIRIFYING CONDITIONS UNDERWHICH TEMPORARY PARKING RESTRICTIONS MAY BE IMPOSED; PROVIDING FOR VEHICLE REMOVAL AUTHORITY AND OWNER RESPONSIBILITY FOR ASSOCIATED COSTS AND REPEALING CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Hayden finds it necessary to develop road pavement standard and encroachment permits requirements for all public streets in Hayden and;

WHEREAS, clarity is necessary to establish responsibility for the removal and payment of costs associated with vehicles stored on city streets.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of HAYDEN, Kootenai County, Idaho, that Title 7, Chapter 2, Section 15 Surface Restoration, and Title 6, Chapter 1, Section 3 Parking Regulations, are hereby amended as shown below as ~~stricken~~ and new shown as underlined:

**Section 1.** That Section 7-2-15 of the Hayden City Code shall be, and the same is, amended to read as follows:

**7-2-15: Surface Restoration:**

~~—A. Required: The permittee shall be required to restore all injured and/or damaged surfaces within the public right of way and other public places in accordance with the lines and dimensions shown on the plans and in accordance with the specifications which together describe the work to be performed under the permit.~~

~~—B. Unpaved Surfaces: Restoration of unpaved surfaces shall include, but shall not be limited to, grading, placement of topsoil, seeding, fertilizing, watering, sodding, protecting, repairing and maintaining the area between the edge of the traveled way and the right of way line.~~

~~—C. Gravel, Concrete And Asphalt Surfaces: Restoration of gravel, concrete and asphalt surfaces shall include, but not be limited to, grading, compaction and placement of crushed rock, repair and/or replacement of concrete curbs, walks, driveways and the repair and/or replacement of asphalt surfaces.~~

~~—D. Cutting Surfaces: All concrete and asphalt surfaces requiring repair or replacement shall first be cut with a power saw to form neat perpendicular and/or parallel lines to the right of way lines.~~

~~—E. Full Width Restoration: Where fifty percent (50%) or more of the surface area of pavement has been removed or damaged, full width restoration shall be required. Any strip of remaining pavement less than four feet (4') in width along curb and gutter or pavement edge shall be removed and replaced.~~

~~—F. Cold Joint Surface Tacking: All cold joint surfaces shall be in accordance to ISPWC and tacked with emulsion which has been properly applied and cured prior to the patching.~~

~~—G. Deviation From Existing Surface: The completed patch shall not deviate from existing surface more than 0.025 feet/10 feet in profile or 0.025 feet/10 feet in cross section when measured with a ten foot (10') straight edge.~~

~~—H. Water Ponding Prohibited: Completed patches shall not pond water.~~

~~—I. Compaction: Backfill, subgrade, ballast and base course shall be compacted to a minimum of ninety five percent (95%) of the maximum dry density as determined by AASHTO T 99 (standard proctor). Asphalt shall be compacted to a minimum of ninety two percent (92%) of the Rice density (max theoretical density).~~

~~—J. Standards: Materials and constructions of structural repair shall conform to the standards set by the City.~~

~~—K. Trimming: Street surfacing shall be trimmed to a neat straight line with the edges free of dust, moisture or loose material. (Ord. 591, 3-26-2019)~~

A. City of Hayden Pavement Cut Policy: Pavement on any City right-of-way that has been cut or damaged shall be restored according to the City of Hayden Pavement Cut Policy as adopted and amended by resolution of the City Council.

#### B. Encroachment Permit Required

1. Any pavement cut in a City roadway requires an approved Encroachment Permit approved by the City Engineer, Public Works Director or their designee.

2. The permittee shall be required to restore all injured and/or damaged surfaces within the public right-of-way and other public places in accordance with the lines and dimensions shown on the approved plans and in accordance with the specifications which describe the work to be performed under the permit.

**Section 2.** That Section 6-1-3 of the Hayden City Code shall be, and the same is, amended to read as follows:

#### **6-1-3: PARKING REGULATIONS:**

##### A. Authority:

1. The city council and/or the public works director hereby authorized to indicate zones where vehicles shall not be parked or stopped for any purpose, including deliveries or pick ups, loading or unloading, when, in the opinion of the city council or the public works director, based upon his professional judgment, it is necessary to prevent parking, standing and/or stopping of vehicles on any street or portion of such street. The city council and/or public works director may do so by either placing appropriate signs or placing barricades or officers at such places. The city may designate an agent who is authorized to remove illegally parked vehicles and the owner thereof shall pay the cost of such removal and storage.

2. Upon approval from the city administrator, the public works director or the director's designee is authorized to indicate temporary zones or locations where vehicles shall not be parked, when, in the opinion of the public works director or the director's designee, it is necessary to temporarily prevent the parking of vehicles to avoid public harm or inconvenience or to prevent the vehicles from impeding ~~snowplowing~~ activities necessary to serve the public. Such activities may include but are not limited to snow plowing, construction, right of way and underground utility maintenance, and publicly sanctioned events. The public works director or the director's designee may do so either by placing appropriate signs or placing barricades at such places where parking is to be restricted or by publishing such notice of the parking restrictions in the official newspaper of the city and placing it on the city's website. It shall be unlawful for any person to park any vehicle at such time and at such designated places in violation of the restrictions established by the public works director or the director's designee. Any law enforcement officer or an agent of the City designated agent of the city by the Public Works Director is authorized to remove such illegally parked vehicles and the owner thereof shall pay the cost of such removal and storage.

a. Removal: The enforcement official, upon finding any motor vehicle or major recreational equipment parked in violation of any provision of this section, may have the same removed from such street, alley, parking lot, or park and the owner shall pay the cost of such removal and all other associated costs, including storage.

**Section 3.** This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

**Section 4.** All provisions of the current Hayden Municipal Code or ordinances of the city of Hayden which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Section 5.** This ordinance shall be effective upon its passage and publication as provided by law.

ENACTED by the City Council as an Ordinance of the city of Hayden on the \_\_\_ day of \_\_\_\_\_, 2026.

APPROVED by the Mayor on the \_\_\_ day of \_\_\_\_\_, 2026.

CITY OF HAYDEN

By: \_\_\_\_\_  
Alan Davis, Mayor

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 5.12.2026

**Agenda Item: Resolution establishing the City of Hayden Pavement Cut Policy as the standard for restoration of surface cuts in public rights-of-way.**

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## **Agenda Item Location**

New Business

## **Summary**

This action, in sequence with amendments to Title 7, Section 7-2-15, establishes the City of Hayden Pavement Cut Policy as the City's guiding standards for restoration of surface cuts in the public rights-of-way. The policy establishes a clearly defined, predictable approach to restoration of pavement cuts applicable to utilities and other contractors working in the public rights-of-way that helps ensure the performance, integrity, and longevity of Hayden's roadways.

## **Recommended Action or Motion**

**Motion:** Move to adopt the resolution and establish the City of Hayden Pavement Cut Policy as the City standards for restoration of surface cuts in public rights-of-way.

## **Budget Impact**

None.

## **Attachments**

City of Hayden Pavement Cut Policy

**RESOLUTION NO. 2026- \_\_**

**A RESOLUTION OF THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO  
AUTHORIZING THE ADOPTION OF THE CITY OF HAYDEN PAVEMENT CUT POLICY  
TO ESTABLISH A UNIFORM APPROACH TO PAVEMENT CUTS AND REPAIRS  
APPLICABLE TO UTILITIES AND OTHER CONTRACTORS WORKING IN THE PUBLIC  
RIGHTS-OF-WAY**

WHEREAS, underground facilities of public and private utilities are located within the public right-of-way; and

WHEREAS, periodically it is necessary to excavate in the public right-of-way to install, repair, and maintain these facilities; and

WHEREAS, excavation in the public right-of-way can adversely affect roadway integrity and longevity when restoration methods, materials, and extents are insufficient; and

WHEREAS, it is essential that restoration of excavated roadway be undertaken with a high standard of care consistent with industry best practices to ensure that the investment of Hayden tax dollars in its roadways is maximized and protected; and

WHEREAS, establishing prescriptive roadway surface restoration requirements in a comprehensive, predictable policy supports the longevity of Hayden's roadway system and provides clear guidance to utilities and contractors for project planning; and

WHEREAS, regional agencies are adopting similar policies to establish a more uniform, regional approach to roadway restoration that can be anticipated and implemented to the benefit of all users by utilities and contractors alike;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the City of Hayden adopts the City of Hayden Pavement Cut Policy as its guiding standard for restoration of surface cuts in the public rights-of-way.

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Alan Davis, Mayor

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk



**City of Hayden**  
**Pavement Cut Policy**  
*Updated May 12, 2026*

**PURPOSE:**

The purpose of this policy is to establish a uniform approach to pavement cuts and repair applicable to utilities and other contractors working in the public rights-of-way and promote the long-term integrity of City roadways.

**POLICIES:**

The City utilizes a two-tiered system based on street classification and age and may also apply additional criteria for roadway condition. The applicable policies are as follows:

1. **Moratorium Roadways.** A pavement cut moratorium will be in effect for a period of five years for all new and reconstructed roadways. Excavations in moratorium roadways shall not be allowed except in the event of an emergency and shall require the approval of the City and a restoration plan approved by the City that meets the minimum following requirements:
  - a. The final pavement cuts shall be full depth and extend 3 feet (3'0") beyond the nominal trench edge asphalt cut longitudinally and transversely.
  - b. If any portion of a lane is cut, the entire width of the roadway shall be restored.
  - c. Where multiple asphalt cuts occur that are associated with the same project, restoration shall incorporate all cuts into one common patch to full width of the roadway.
  - d. On any street constructed with at least 4 inches (4") of asphalt, the transverse edges of a patch shall be milled to a depth of 2 inches (2") and extend an additional 3 feet (3'0") beyond the end of the pavement cuts prior to the final paving lift to create lapped transverse joints.
  - e. Where conditions dictate, the City Engineer or Public Works Director may authorize alternative restoration measures.
2. **Non-Moratorium Roadways.** The policies for non-moratorium roadways are as follows:
  - a. The final pavement cuts shall be full depth and extend 3 feet (3'0") beyond the nominal trench edge asphalt cut longitudinally and transversely.
  - b. If any portion of a lane is cut, the entire width of the lane shall be restored.
  - c. Where multiple asphalt cuts occur within the same project, full restoration of the entire cut area shall be required for the full width of any affected lane, and the full length of the project limits.
  - d. New patching that extends into existing patches requires the removal and replacement of the existing patch unless otherwise approved by the City Engineer or their designee.
  - e. New patches 6 feet (6') or closer to any existing patch shall be installed at the existing patch line. No gap of six feet or less shall remain.
  - f. On any street constructed with at least 4 inches (4") of asphalt, the transverse edges of a patch shall be milled to a depth of 2 inches (2") and extend 3 feet (3'0") beyond the end of the pavement cuts prior to the final paving lift to create lapped transverse joints.

g. Where conditions dictate, the City Engineer may authorize alternative restoration measures.

**Note:** Where patching is required that incorporates roadways that both moratorium and non-moratorium, the higher standard shall prevail unless otherwise directed by the City Engineer.

**Note:** Any deviation from this policy will require approval in advance by the City.

**Note:** Trenchless technology is required for utilities crossing arterial streets with exceptions, as necessary. Exceptions may include but are not limited to existing utilities, tie-in locations to existing facilities, soil conditions, safety factors or other conditions. This requirement may also apply to roadways which contain sensitive utilities.

## DEFINITIONS

**City Engineer:** City Engineer, his/her designee (Engineers, Public Works Director, Inspectors, Project Managers, Field Personnel) representing the City.

**Assignee:** The contractor who is taking out the permit.

**Bell Hole:** A hole dug to allow room for workmen to make a repair or connection in buried pipe, such as caulking bell-and-spigot pipe or welding steel pipe. A bell hole can also be used for the starting location of an underground bore, when using the directional boring equipment. In the broad sense, any hole other than a continuous trench opened for working on a buried facility

**Compaction:** Restoration and backfill of the Trench, Pothole, Bell hole and Keyhole. Each shall be compacted in lifts using the industry standard equipment to tamp the backfill material to 95% density of the Modified Proctor (ASTM-D1557). Asphalt compaction shall conform to the ISPWC, current edition.

**Full depth:** Asphalt depth top to base of asphalt or thickness of asphalt

**Gap:** Distance between two asphalt patches

**ISPWC:** The Idaho Standards for Public Works Construction, current edition.

**Keyhole:** Core drilling in asphalt or concrete used when performing installation, maintenance, or repair work. Minimum allowable surface repair size to obtain proper compaction is 12 inches by 12 inches (12"x12").

**Length of Patch:** For this document the length of all patches is the patch dimension parallel to the roadway.

**MUTCD: Manual on Uniform Traffic Control Devices:** Traffic Control should be set up to warn and protect the workers and general public by avoiding the working area during construction. Traffic Control must meet or exceed the MUTCD (see

**New Roadway:** Any roadway that has had a designed rehabilitation in the permitted excavation location that is less than or equal to five years.

**Patch:** Required restoration of the pavement, base, and subbase resulting from pavement cuts as part of a permitted project.

**Permittees:** The utility company or contractor who submits an application for a permit to obstruct and/or conduct construction operations in the public right-of-way. Local agencies and their contractors shall be considered permittees for application of this policy even though the respective agencies and/or their contractors may not take out permits.

**Potholing:** Potholing is the practice of digging a test hole to expose underground utilities to ascertain the horizontal and vertical location of the facility. The horizontal and vertical position of the exposed facility must be tied to a survey benchmark or permanent above grade feature. The position may be identified by GPS or traditional survey coordinates or by measuring the distance, with a tape measure, to permanent features in three horizontal directions. In addition, the vertical distance below grade should be obtained. Minimum allowable surface repair size to attain proper compaction is 12"x12" unless the potholing method is by core.

**Project Completion:** Date when the following has occurred: final permanent restoration of roadway is complete and approved by the inspector, and all as-built documentation has been submitted to the City. A confirmation notification of 'as built' shall be considered confirmation.

**Standard Specifications:** Current version of the Idaho Standards for Public Works Construction (ISPWC), Supplemental Specifications, and/or City of Hayden Standards.

**Travel Lane:** Travel lanes shall be established based on striping, or where there is no striping, shall be determined by the City Engineer but is typically twelve feet (12') to fourteen feet (14') in width.

**Trenchless Technology:** refers to a variety of underground construction methods that require no continuous trenches.

**Width of Patch:** For this document the width of all patches is the patch dimension perpendicular to the roadway.

## GENERAL REQUIREMENTS

### 1. Patching:

- a. New patching that extends into existing patches requires the removal and replacement of the existing patch unless approved by the City

Engineer.

- b. The minimum length of the patch parallel to the road shall be six feet (6'- 0"). If any part of the excavation, patch or damaged area intrudes into an adjacent lane, that lane shall also be replaced.
- c. New patches adjacent to any existing patch shall be installed at the existing patch line. When this is not feasible, no gap of 6 feet (6') or less shall exist.
- d. When two or more patches are created within a given project that measure 75 feet (75') or less longitudinally or transversely they will be incorporated into a single patch.
- e. Only saw cutting or approved grinding device will be allowed. Only parallel and perpendicular pavement cuts will be allowed. No jagged, broken or rolled undermined edges.
  - i. Per City approval, grind and overlay outside of the full depth asphalt removal limits may be allowed to achieve full patch limits.
  - ii. There may be times when a circular shaped patch is the preferred method for the repair (i.e. manholes and valve boxes), since it will provide a smoother ride instead of a square patch.
  - iii. Asphalt must be removed and restored to the full extent of any sawcut. No overcuts shall remain in the roadway.
- f. A Tack Coat of asphalt (see Specifications for Joint Adhesive and Crack Sealant) shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted. Tack-coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.08 gallons per square yard.
- g. All pavement **cuts** shall be sealed full depth, flush with the pavement surface. The contractor is required to use an approved crack sealant material as defined in Specifications for Joint Adhesive and Crack Sealant section. The maximum length of overcut is equal to the depth of asphalt. Crack Sealant shall be applied according to manufacturer's recommendations. If any holes remain after application, the contractor is to repeat procedure.
- h. A joint adhesive shall be used on all transverse and longitudinal joints of all lifts of asphalt that are not hot lapped or as designated by the City Engineer. The contractor is required to use an approved joint adhesive option as defined in the Specifications for Joint Adhesive and Crack Sealant section. It is important to assure that the wearing course joint is sealed completely and can visually be seen upon inspection. Joint Sealant shall be applied according to manufacturer's recommendations or according to industry standard, where applicable.
  - i. The completed surface of all courses shall be of uniform texture;

smooth, uniform as to crown and grade and free from defects. The completed surface of the wearing course shall not vary more than one-quarter-inch (1/4") from the lower edge of a ten-foot straightedge placed parallel to the centerline. Recognition and consideration will be made for existing roadway conditions. The City Engineer must approve corrective measures.

2. Keyholes. Can be used on moratorium streets, subject to City approval.
  - a. Keyholes should be kept to vertical as close as possible.
  - b. Backfilling the keyhole should follow same method as open trenching, using full depth crushed aggregate.
  - c. Core reinstatement shall be per manufacture specifications.
  - d. 12 inch ("12") minimum allowable size.
3. Materials. All patching materials and construction requirements not addressed in this document shall conform to the City's Standards. Hand patching materials may utilize a three-eighths inch (3/8") aggregate HMA with non-elastic recovery (ER) oil. Longitudinal cuts that extend through both moratorium and non-moratorium roadways will require the moratorium standard unless otherwise directed by the City Engineer. Any variances to the specifications shall be requested in writing prior to the work.
4. Traffic Control:
  - a. All existing traffic control markings will be replaced as soon as possible after permanent paving is completed.
  - b. Temporary markings for lane lines and stop lines shall be in place prior to the roadway opening for traffic.
  - c. All remaining temporary striping will be completed within seven days of new pavement completion and shall be maintained by permittee until permanently restored.
  - d. All traffic markings will be replaced per normal work practices.
  - e. All temporary traffic control for the work zone shall conform to the MUTCD..
  - f. All traffic control is subject to the approval of the City Engineer or his/her designee
5. Emergency Repairs. The permittee shall be allowed to make emergency repairs provided a more reasonable alternative does not exist. Every reasonable effort will be made to restore the roadway quickly. The City will be notified of emergency repairs not later than the next business day.

## **SPECIFIC REQUIREMENTS**

1. Chip sealed roads shall be rehabilitated according to construction requirements for asphalt roads per City standards.
2. All replaced pavement types shall be constructed in accordance with applicable City Standards; Replacement section of pavement and crushed rock shall match existing but not be less than the minimum section specified in the City's Design

Standards (including any fabric or membranes).

3. All areas outside of the travel lanes that are affected by the work shall be restored to their original condition. All shoulders shall be restored to their original condition with a minimum 2 foot (2') gravel base rock shoulder beyond the edge of asphalt.
4. Allowable work hours are from 7:00 AM to 7:00 PM unless approved by the City.
5. Contractors shall notify adjacent property owners of any disruptions to traffic, utility service, or other inconveniences.
6. An Encroachment Permit must be obtained from the City prior to work in the right-of-way. All requirements of the encroachment permit must be met including insurance, licensure, and bonding.
7. Gravel street and alley repairs must be 4 inch (4") minimum compacted gravel, meeting the requirements of ISPWC Section 802 and City Standard Drawings.

#### **EXCEPTIONS:**

1. Valve and manhole repairs shall be exempt from the patching requirements of this policy. Valve and manhole patching requirements shall be per each City's Standards. All warranty and construction requirements shall be met. No longitudinal construction joints shall be allowed in the wheel path.
  - a. Potholing to find utilities shall be allowed. To be exempt from the gap and patching policy, cuts shall be a maximum of two-foot square (2'-0") with no longitudinal joints in the wheel path and shall be backfilled with controlled density or other approved fill from six inches (6") above the utility to six inches (6") below bottom of asphalt. Round preferred. Asphalt must be removed and restored to the full extent of any sawcut. No overcuts shall remain in the roadway.

#### **WARRANTY REQUIREMENTS**

1. All roadways shall require a minimum three-year warranty period. The patch in the roadway shall be repaired as necessary until the warranty has passed. All warranties shall become void if rehabilitation work is performed to the road within the patching limits.
2. For road cuts performed by a Utility using its internal capability, that Utility or assignee will be responsible for repairs required during the warranty period.
3. All curb, sidewalks and structures that are affected by the excavation shall be included in this policy and have a warranty for three years.
4. All warranty work requires that a City inspector be on site. The permittee shall be required to coordinate inspection with the appropriate department within the City.
5. The following defects identified by the City shall be covered by warranty:
  - a. Sunken or raised pavement patches greater than or equal to one-quarter inch (1/4") (Measured by a ten-foot (10') straight edge).

- b. Failure to meet City visual rating standard for patching and joints to medium or high).
  - c. Poor workmanship.
  - d. Inadequate compaction.
  - e. Sunken, raised or damaged curb and sidewalks in excavation work area.
  - f. Sunken, raised or damaged drywells and catch basins in excavation work area.
  - g. Spalling surfaces.
6. Notice of Repairs.
- a. If emergency repairs are needed due to safety concerns, the permittee shall have twenty-four hours in which to make such repairs from time of verbal notice by the City.
  - b. For non-emergency repairs on arterial roads the permittee shall have forty-eight hours to make such temporary repairs unless otherwise directed by the City Engineer.
  - c. For residential streets, the permittee shall have up to seven days to make such temporary repairs.

The City may provide for repairs not completed within the specified timeframe and permittee will be assessed all costs associated with the repairs. The costs shall be based on actual costs or the average bid items for comparable projects for the year preceding, plus ten percent overhead fees. If repairs are made other than seam sealing to the warranted patch, a new warranty will be implemented for the new patch.

The permittee shall have two days to notify their asphalt company of the needed permanent repairs. If the work is not done in a timely manner and following notification the work shall be privately contracted or City maintenance crews will perform the needed repairs. The permittee shall be assessed the associated fees for the repairs. All utility cut construction shall follow the construction and warranty requirements per local agencies standards.

## **TEMPORARY PATCHING**

- 1. During winter asphalt paving plant closures or outside of temperature specifications for concrete or asphalt (see ISPWC section 810.3.9), the permittee shall install and maintain a temporary patch until it can construct a permanent patch. A temporary patch will be required if the road must be opened to traffic before a permanent patch can be made.
- 2. The temporary patch shall consist of twelve inches (12”) of crushed surfacing or current City standards, and three inches (3”) of concrete pavement, or upon approval of the City Engineer, crushed surfacing top coarse and/or steel plates may be used. The permittee shall maintain the temporary patch until the patch has been permanently restored.

## **PERMITS**

- 1. All work in the ‘Public Right-of-Way’ requires a permit issued by the City. Permittee shall take out all permits and perform all work.

2. The permittee will be required to submit construction and traffic control plans required by local agencies when applying for a permit. If the City determines that abuse of obligations are prevalent, future construction permits shall not be issued until the permittee has fulfilled all obligations to existing permits.
3. The permittee shall provide a detailed “As-built” record of the pavement cut after construction is completed. The permittee shall provide details indicating existing pavement section, new pavement section and any unusual conditions at the location of the constructed utility. The location shall include the name of the road the work is being performed on and the name of the closest intersections in each direction. Distance measurements shall be from intersecting streets. This information will be provided to the City’s Permit department for a permanent record. This information shall be returned no later than seven days after the completion of the permitted project by mail, fax, or other electronic means by either permittee or patching contractor. The intent of this process is to record small patching details. Larger projects shall be reviewed and approved prior to construction.
4. The City may require permittee to contribute normal patching costs to local agencies to accomplish paving or full depth replacement of the roadway. (This does not apply to work done within sewer projects).
5. The City should be notified of existing problems with the adjacent roadway to a proposed patch.

## **RESPONSIBLE PARTY**

The permittee shall be responsible for all construction and warranty requirements of this policy. Utilities will provide identity of excavator/permittee as known to local agencies. Local agencies will attempt to get permittee to correct warranty defects. If permittee is a subcontractor for utilities, the utilities will assume responsibility if permittee cannot/will not make repairs.

## **COMPLIANCE**

Failure to comply with any part of this policy may result in denial of future permits and forfeiture of bond.

Upon discovery of noncompliance, the City shall send a formal notice to comply within ten (10) working days or all future permits may be denied until the problems have been corrected.

A meeting shall be arranged with the appropriate City and a plan of action to prevent future noncompliance shall be presented before issuance of any new permits.

An appeal may be applied for in writing, per Hayden City Code 1-1-5.

Noncompliance Activities include:

1. Failure to take out a permit.
2. Failure to maintain temporary patches.
3. Failure to make permanent repairs.
4. Failure to make emergency repairs.
5. Failure to make warranty repairs.
6. Failure to send back As-Built information.
7. Failure to inform agency of asphalt completion date.

8. Failure to follow traffic control measures, as required.

## **EXEMPTIONS FOR MORATORIUM ROADWAYS**

It is understood that field conditions may warrant a waiver or an exemption from these regulations. Developers, Contractors or Owners may appeal for a waiver of the provisions of this policy.

The exemption process outlined in this policy in no way obligates the City to allow deviations from this policy, and any such decisions are at the City's discretion.

An appeal shall incorporate the following:

- Submit a letter of intent to the City Engineer outlining the proposed project and the impact of the project.
- Establish that all alternative avenues have been investigated and fail to meet the needs of the project.
- Acknowledge the requirements of restoration of the area affected, and that there will be required special inspection, the cost of which shall be borne by the applicant of the waiver.
- Propose a meeting with the City to discuss the project.
- Establish a timeline of the project through completion.

## **REFERENCES**

City of Hayden Standard Drawings:

<https://cms2.revize.com/revize/haydenid/departments/engineering/index.php>

## **SPECIFICATIONS FOR JOINT ADHESIVE AND CRACK SEALANT**

### **Joint Adhesive – Hot Applied – Option 1**

Joint adhesive material shall conform to the following requirements:

#### **Test Specification**

Cone Penetration, 77°F (25°C) (ASTM D 5329) 60 - 100

Flow, 140°F (60°C) (ASTM D 5329) 5 mm maximum

Resilience, 77°F (25°C) (ASTM D 5329) 30% minimum

Ductility, 77°F (25°C) (ASTM D 113) 30 cm minimum

Ductility, 39.2°F (2°C) (ASTM D 113) 30 cm minimum

Adhesion, 77°F (25°C) (ASTM D 5329) 500% minimum

Softening Point (ASTM D 36) 170°F (77°C) minimum

Asphalt Compatibility (ASTM D 5329) Pass

Installation: Install according to manufacturer specifications.

### **Joint Adhesive - CSS1/Sand – Option 2**

A heavy application of tack coat (0.16 gallons per square yard) shall be applied to all vertical faces of the joints. Care shall be taken to assure that enough tack coat has been applied to seal the joint once the patch is complete. A clean sand may be needed to blot the adhesive while patching to assure that the tack coat does not track off site. It should be evident that the joint is sealed to the agency inspection staff. If the joint opens up, the contractor shall seal the joint with an approved crack sealant.

For Roadways open to traffic, the application of joint adhesive, tack coat, and crack sealant shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be

equipped with a thermometer to indicate the temperature of the tack coat material. Equipment shall not operate on the joints until the adhesive has cured. If the Contractor's operation damages the joint adhesive it shall be repaired prior to placement of the HMA.

The Tack Coat shall be an un-diluted CSS-1 emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

### **Crack Sealant – Hot Poured**

Hot poured crack sealant shall be rubberized and premium grade. Pre-approved products include: Crafcro Roadsaver 546, Crafcro Roadsaver 539 or approved equal. Crack sealant product shall be installed according to manufacturer's specifications and with the appropriate equipment.

### **Construction Requirements**

The Contractor shall install Joint Adhesive to all joints of wearing course lifts that are not hot lapped or as designated by the Engineer. Equipment used for performing the joint adhesive application shall be maintained in satisfactory working condition at all times. Prior to the application of the joint adhesive the face of the joint shall be thoroughly dry and free from any loose material, dust, or other debris that would inhibit adhesion. Heating and pumping of joint adhesive shall be in accordance with manufacture recommendations. Application of the joint adhesive shall be in a continuous, one-eighth-inch (1/8") thick band over the entire vertical face of the joint. Joint adhesive shall be applied concurrent with HMA placement and application shall be limited to the surfaces that will be paved during the same working shift.

4. **UNFINISHED BUSINESS**

- A. **ACTION ITEM** Ordinance Amending Title 7, Section 7-2-15 Surface Restoration and Title 6, Section 6-1-3 Parking Enforcement



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 5.12.2026

**Agenda Item: Ordinance amending Title 7, Section 7-2-15 Surface Restoration and Title 6, Section 6-1-3 Parking Enforcement**

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## **Agenda Item Location**

New Business

## **Summary**

This action amends Hayden City Code Title 7, Section 7-2-15 Surface Restoration and Title 6, Section 6-1-3 Parking Enforcement.

The proposed amendments to Hayden City Code Title 7, Section 7-2-15 Surface Restoration codifies the Hayden Pavement Cut Policy as the guiding City standards for restoration of public rights-of-way by utilities and contractors. The Hayden Pavement Cut Policy will be adopted by Resolution of the City Council in a subsequent action.

The proposed amendments to Hayden City Code Title 6, Section 6-1-3 Parking Enforcement clarify conditions under which the Public Works Director or their designee may impose temporary parking restrictions, and clarifies vehicle removal authority and owner responsibility for costs.

These code changes were properly noticed for Public Hearing, scheduled for May 12, 2026.

## **Recommended Action or Motion**

**Motion:** Move to adopt the ordinance enacting amendments to Hayden City Code Title 7, Section 7-2-15 Surface Restoration and Hayden City Code Title 6, Section 6-1-3 Parking Enforcement.

## **Budget Impact**

None.

## **Attachments**

Ordinance amending Title 7, Section 7-2-15 and Title 6, Section 6-1-3

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF HAYDEN, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, PROVIDING AMENDMENTS TO HAYDEN CITY CODE TITLE 7, CHAPTER 2, SECTION 15, REPLACING LANGUAGE ESTABLISHING CITY OF HAYDEN PAVEMENT CUT POLICY AND ENCROACHMENT PERMIT REQUIREMENTS, PROVIDING FOR AMENDING HAYDEN CITY CODE TITLE 6, CHAPTER 1 SECTION 3 PARKING REGULATIONS, CLAIRIFYING CONDITIONS UNDERWHICH TEMPORARY PARKING RESTRICTIONS MAY BE IMPOSED; PROVIDING FOR VEHICLE REMOVAL AUTHORITY AND OWNER RESPONSIBILITY FOR ASSOCIATED COSTS AND REPEALING CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Hayden finds it necessary to develop road pavement standard and encroachment permits requirements for all public streets in Hayden and;

WHEREAS, clarity is necessary to establish responsibility for the removal and payment of costs associated with vehicles stored on city streets.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of HAYDEN, Kootenai County, Idaho, that Title 7, Chapter 2, Section 15 Surface Restoration, and Title 6, Chapter 1, Section 3 Parking Regulations, are hereby amended as shown below as ~~stricken~~ and new shown as underlined:

**Section 1.** That Section 7-2-15 of the Hayden City Code shall be, and the same is, amended to read as follows:

**7-2-15: Surface Restoration:**

~~—A. Required: The permittee shall be required to restore all injured and/or damaged surfaces within the public right of way and other public places in accordance with the lines and dimensions shown on the plans and in accordance with the specifications which together describe the work to be performed under the permit.~~

~~—B. Unpaved Surfaces: Restoration of unpaved surfaces shall include, but shall not be limited to, grading, placement of topsoil, seeding, fertilizing, watering, sodding, protecting, repairing and maintaining the area between the edge of the traveled way and the right of way line.~~

~~—C. Gravel, Concrete And Asphalt Surfaces: Restoration of gravel, concrete and asphalt surfaces shall include, but not be limited to, grading, compaction and placement of crushed rock, repair and/or replacement of concrete curbs, walks, driveways and the repair and/or replacement of asphalt surfaces.~~

~~—D. Cutting Surfaces: All concrete and asphalt surfaces requiring repair or replacement shall first be cut with a power saw to form neat perpendicular and/or parallel lines to the right of way lines.~~

~~—E. Full Width Restoration: Where fifty percent (50%) or more of the surface area of pavement has been removed or damaged, full width restoration shall be required. Any strip of remaining pavement less than four feet (4') in width along curb and gutter or pavement edge shall be removed and replaced.~~

~~—F. Cold Joint Surface Tacking: All cold joint surfaces shall be in accordance to ISPWC and tacked with emulsion which has been properly applied and cured prior to the patching.~~

~~—G. Deviation From Existing Surface: The completed patch shall not deviate from existing surface more than 0.025 feet/10 feet in profile or 0.025 feet/10 feet in cross section when measured with a ten foot (10') straight edge.~~

~~—H. Water Ponding Prohibited: Completed patches shall not pond water.~~

~~—I. Compaction: Backfill, subgrade, ballast and base course shall be compacted to a minimum of ninety five percent (95%) of the maximum dry density as determined by AASHTO T 99 (standard proctor). Asphalt shall be compacted to a minimum of ninety two percent (92%) of the Rice density (max theoretical density).~~

~~—J. Standards: Materials and constructions of structural repair shall conform to the standards set by the City.~~

~~—K. Trimming: Street surfacing shall be trimmed to a neat straight line with the edges free of dust, moisture or loose material. (Ord. 591, 3-26-2019)~~

A. City of Hayden Pavement Cut Policy: Pavement on any City right-of-way that has been cut or damaged shall be restored according to the City of Hayden Pavement Cut Policy as adopted and amended by resolution of the City Council.

## B. Encroachment Permit Required

1. Any pavement cut in a City roadway requires an approved Encroachment Permit approved by the City Engineer, Public Works Director or their designee.

2. The permittee shall be required to restore all injured and/or damaged surfaces within the public right-of-way and other public places in accordance with the lines and dimensions shown on the approved plans and in accordance with the specifications which describe the work to be performed under the permit.

**Section 2.** That Section 6-1-3 of the Hayden City Code shall be, and the same is, amended to read as follows:

### **6-1-3: PARKING REGULATIONS:**

#### A. Authority:

1. The city council and/or the public works director hereby authorized to indicate zones where vehicles shall not be parked or stopped for any purpose, including deliveries or pick ups, loading or unloading, when, in the opinion of the city council or the public works director, based upon his professional judgment, it is necessary to prevent parking, standing and/or stopping of vehicles on any street or portion of such street. The city council and/or public works director may do so by either placing appropriate signs or placing barricades or officers at such places. The city may designate an agent who is authorized to remove illegally parked vehicles and the owner thereof shall pay the cost of such removal and storage.

2. Upon approval from the city administrator, the public works director or the director's designee is authorized to indicate temporary zones or locations where vehicles shall not be parked, when, in the opinion of the public works director or the director's designee, it is necessary to temporarily prevent the parking of vehicles to avoid public harm or inconvenience or to prevent the vehicles from impeding ~~snowplowing~~ activities necessary to serve the public. Such activities may include but are not limited to snow plowing, construction, right of way and underground utility maintenance, and publicly sanctioned events. The public works director or the director's designee may do so either by placing appropriate signs or placing barricades at such places where parking is to be restricted or by publishing such notice of the parking restrictions in the official newspaper of the city and placing it on the city's website. It shall be unlawful for any person to park any vehicle at such time and at such designated places in violation of the restrictions established by the public works director or the director's designee. Any law enforcement officer or an agent of the City designated agent of the city by the Public Works Director is authorized to remove such illegally parked vehicles and the owner thereof shall pay the cost of such removal and storage.

a. Removal: The enforcement official, upon finding any motor vehicle or major recreational equipment parked in violation of any provision of this section, may have the same removed from such street, alley, parking lot, or park and the owner shall pay the cost of such removal and all other associated costs, including storage.

**Section 3.** This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

**Section 4.** All provisions of the current Hayden Municipal Code or ordinances of the city of Hayden which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Section 5.** This ordinance shall be effective upon its passage and publication as provided by law.

ENACTED by the City Council as an Ordinance of the city of Hayden on the \_\_\_ day of \_\_\_\_\_, 2026.

APPROVED by the Mayor on the \_\_\_ day of \_\_\_\_\_, 2026.

CITY OF HAYDEN

By: \_\_\_\_\_  
Alan Davis, Mayor

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk

- B. **ACTION ITEM** Resolution Adopting the City of Hayden Pavement Cut Policy as the Standard for Restoration of Surface Cuts in Public Rights-of-Way



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 5.12.2026

**Agenda Item:** Resolution establishing the City of Hayden Pavement Cut Policy as the standard for restoration of surface cuts in public rights-of-way.

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## **Agenda Item Location**

New Business

## **Summary**

This action, in sequence with amendments to Title 7, Section 7-2-15, establishes the City of Hayden Pavement Cut Policy as the City's guiding standards for restoration of surface cuts in the public rights-of-way. The policy establishes a clearly defined, predictable approach to restoration of pavement cuts applicable to utilities and other contractors working in the public rights-of-way that helps ensure the performance, integrity, and longevity of Hayden's roadways.

## **Recommended Action or Motion**

**Motion:** Move to adopt the resolution and establish the City of Hayden Pavement Cut Policy as the City standards for restoration of surface cuts in public rights-of-way.

## **Budget Impact**

None.

## **Attachments**

City of Hayden Pavement Cut Policy

**RESOLUTION NO. 2026- \_\_**

**A RESOLUTION OF THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO  
AUTHORIZING THE ADOPTION OF THE CITY OF HAYDEN PAVEMENT CUT POLICY  
TO ESTABLISH A UNIFORM APPROACH TO PAVEMENT CUTS AND REPAIRS  
APPLICABLE TO UTILITIES AND OTHER CONTRACTORS WORKING IN THE PUBLIC  
RIGHTS-OF-WAY**

WHEREAS, underground facilities of public and private utilities are located within the public right-of-way; and

WHEREAS, periodically it is necessary to excavate in the public right-of-way to install, repair, and maintain these facilities; and

WHEREAS, excavation in the public right-of-way can adversely affect roadway integrity and longevity when restoration methods, materials, and extents are insufficient; and

WHEREAS, it is essential that restoration of excavated roadway be undertaken with a high standard of care consistent with industry best practices to ensure that the investment of Hayden tax dollars in its roadways is maximized and protected; and

WHEREAS, establishing prescriptive roadway surface restoration requirements in a comprehensive, predictable policy supports the longevity of Hayden's roadway system and provides clear guidance to utilities and contractors for project planning; and

WHEREAS, regional agencies are adopting similar policies to establish a more uniform, regional approach to roadway restoration that can be anticipated and implemented to the benefit of all users by utilities and contractors alike;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the City of Hayden adopts the City of Hayden Pavement Cut Policy as its guiding standard for restoration of surface cuts in the public rights-of-way.

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Alan Davis, Mayor

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk



**City of Hayden**  
**Pavement Cut Policy**  
*Updated May 12, 2026*

**PURPOSE:**

The purpose of this policy is to establish a uniform approach to pavement cuts and repair applicable to utilities and other contractors working in the public rights-of-way and promote the long-term integrity of City roadways.

**POLICIES:**

The City utilizes a two-tiered system based on street classification and age and may also apply additional criteria for roadway condition. The applicable policies are as follows:

1. **Moratorium Roadways.** A pavement cut moratorium will be in effect for a period of five years for all new and reconstructed roadways. Excavations in moratorium roadways shall not be allowed except in the event of an emergency and shall require the approval of the City and a restoration plan approved by the City that meets the minimum following requirements:
  - a. The final pavement cuts shall be full depth and extend 3 feet (3'0") beyond the nominal trench edge asphalt cut longitudinally and transversely.
  - b. If any portion of a lane is cut, the entire width of the roadway shall be restored.
  - c. Where multiple asphalt cuts occur that are associated with the same project, restoration shall incorporate all cuts into one common patch to full width of the roadway.
  - d. On any street constructed with at least 4 inches (4") of asphalt, the transverse edges of a patch shall be milled to a depth of 2 inches (2") and extend an additional 3 feet (3'0") beyond the end of the pavement cuts prior to the final paving lift to create lapped transverse joints.
  - e. Where conditions dictate, the City Engineer or Public Works Director may authorize alternative restoration measures.
2. **Non-Moratorium Roadways.** The policies for non-moratorium roadways are as follows:
  - a. The final pavement cuts shall be full depth and extend 3 feet (3'0") beyond the nominal trench edge asphalt cut longitudinally and transversely.
  - b. If any portion of a lane is cut, the entire width of the lane shall be restored.
  - c. Where multiple asphalt cuts occur within the same project, full restoration of the entire cut area shall be required for the full width of any affected lane, and the full length of the project limits.
  - d. New patching that extends into existing patches requires the removal and replacement of the existing patch unless otherwise approved by the City Engineer or their designee.
  - e. New patches 6 feet (6') or closer to any existing patch shall be installed at the existing patch line. No gap of six feet or less shall remain.
  - f. On any street constructed with at least 4 inches (4") of asphalt, the transverse edges of a patch shall be milled to a depth of 2 inches (2") and extend 3 feet (3'0") beyond the end of the pavement cuts prior to the final paving lift to create lapped transverse joints.

g. Where conditions dictate, the City Engineer may authorize alternative restoration measures.

**Note:** Where patching is required that incorporates roadways that both moratorium and non-moratorium, the higher standard shall prevail unless otherwise directed by the City Engineer.

**Note:** Any deviation from this policy will require approval in advance by the City.

**Note:** Trenchless technology is required for utilities crossing arterial streets with exceptions, as necessary. Exceptions may include but are not limited to existing utilities, tie-in locations to existing facilities, soil conditions, safety factors or other conditions. This requirement may also apply to roadways which contain sensitive utilities.

## DEFINITIONS

**City Engineer:** City Engineer, his/her designee (Engineers, Public Works Director, Inspectors, Project Managers, Field Personnel) representing the City.

**Assignee:** The contractor who is taking out the permit.

**Bell Hole:** A hole dug to allow room for workmen to make a repair or connection in buried pipe, such as caulking bell-and-spigot pipe or welding steel pipe. A bell hole can also be used for the starting location of an underground bore, when using the directional boring equipment. In the broad sense, any hole other than a continuous trench opened for working on a buried facility

**Compaction:** Restoration and backfill of the Trench, Pothole, Bell hole and Keyhole. Each shall be compacted in lifts using the industry standard equipment to tamp the backfill material to 95% density of the Modified Proctor (ASTM-D1557). Asphalt compaction shall conform to the ISPWC, current edition.

**Full depth:** Asphalt depth top to base of asphalt or thickness of asphalt

**Gap:** Distance between two asphalt patches

**ISPWC:** The Idaho Standards for Public Works Construction, current edition.

**Keyhole:** Core drilling in asphalt or concrete used when performing installation, maintenance, or repair work. Minimum allowable surface repair size to obtain proper compaction is 12 inches by 12 inches (12"x12").

**Length of Patch:** For this document the length of all patches is the patch dimension parallel to the roadway.

**MUTCD: Manual on Uniform Traffic Control Devices:** Traffic Control should be set up to warn and protect the workers and general public by avoiding the working area during construction. Traffic Control must meet or exceed the MUTCD (see

**New Roadway:** Any roadway that has had a designed rehabilitation in the permitted excavation location that is less than or equal to five years.

**Patch:** Required restoration of the pavement, base, and subbase resulting from pavement cuts as part of a permitted project.

**Permittees:** The utility company or contractor who submits an application for a permit to obstruct and/or conduct construction operations in the public right-of-way. Local agencies and their contractors shall be considered permittees for application of this policy even though the respective agencies and/or their contractors may not take out permits.

**Potholing:** Potholing is the practice of digging a test hole to expose underground utilities to ascertain the horizontal and vertical location of the facility. The horizontal and vertical position of the exposed facility must be tied to a survey benchmark or permanent above grade feature. The position may be identified by GPS or traditional survey coordinates or by measuring the distance, with a tape measure, to permanent features in three horizontal directions. In addition, the vertical distance below grade should be obtained. Minimum allowable surface repair size to attain proper compaction is 12"x12" unless the potholing method is by core.

**Project Completion:** Date when the following has occurred: final permanent restoration of roadway is complete and approved by the inspector, and all as-built documentation has been submitted to the City. A confirmation notification of 'as built' shall be considered confirmation.

**Standard Specifications:** Current version of the Idaho Standards for Public Works Construction (ISPWC), Supplemental Specifications, and/or City of Hayden Standards.

**Travel Lane:** Travel lanes shall be established based on striping, or where there is no striping, shall be determined by the City Engineer but is typically twelve feet (12') to fourteen feet (14') in width.

**Trenchless Technology:** refers to a variety of underground construction methods that require no continuous trenches.

**Width of Patch:** For this document the width of all patches is the patch dimension perpendicular to the roadway.

## GENERAL REQUIREMENTS

### 1. Patching:

- a. New patching that extends into existing patches requires the removal and replacement of the existing patch unless approved by the City

Engineer.

- b. The minimum length of the patch parallel to the road shall be six feet (6'- 0"). If any part of the excavation, patch or damaged area intrudes into an adjacent lane, that lane shall also be replaced.
- c. New patches adjacent to any existing patch shall be installed at the existing patch line. When this is not feasible, no gap of 6 feet (6') or less shall exist.
- d. When two or more patches are created within a given project that measure 75 feet (75') or less longitudinally or transversely they will be incorporated into a single patch.
- e. Only saw cutting or approved grinding device will be allowed. Only parallel and perpendicular pavement cuts will be allowed. No jagged, broken or rolled undermined edges.
  - i. Per City approval, grind and overlay outside of the full depth asphalt removal limits may be allowed to achieve full patch limits.
  - ii. There may be times when a circular shaped patch is the preferred method for the repair (i.e. manholes and valve boxes), since it will provide a smoother ride instead of a square patch.
  - iii. Asphalt must be removed and restored to the full extent of any sawcut. No overcuts shall remain in the roadway.
- f. A Tack Coat of asphalt (see Specifications for Joint Adhesive and Crack Sealant) shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted. Tack-coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.08 gallons per square yard.
- g. All pavement **cuts** shall be sealed full depth, flush with the pavement surface. The contractor is required to use an approved crack sealant material as defined in Specifications for Joint Adhesive and Crack Sealant section. The maximum length of overcut is equal to the depth of asphalt. Crack Sealant shall be applied according to manufacturer's recommendations. If any holes remain after application, the contractor is to repeat procedure.
- h. A joint adhesive shall be used on all transverse and longitudinal joints of all lifts of asphalt that are not hot lapped or as designated by the City Engineer. The contractor is required to use an approved joint adhesive option as defined in the Specifications for Joint Adhesive and Crack Sealant section. It is important to assure that the wearing course joint is sealed completely and can visually be seen upon inspection. Joint Sealant shall be applied according to manufacturer's recommendations or according to industry standard, where applicable.
  - i. The completed surface of all courses shall be of uniform texture;

smooth, uniform as to crown and grade and free from defects. The completed surface of the wearing course shall not vary more than one-quarter-inch (1/4") from the lower edge of a ten-foot straightedge placed parallel to the centerline. Recognition and consideration will be made for existing roadway conditions. The City Engineer must approve corrective measures.

2. Keyholes. Can be used on moratorium streets, subject to City approval.
  - a. Keyholes should be kept to vertical as close as possible.
  - b. Backfilling the keyhole should follow same method as open trenching, using full depth crushed aggregate.
  - c. Core reinstatement shall be per manufacture specifications.
  - d. 12 inch ("12") minimum allowable size.
3. Materials. All patching materials and construction requirements not addressed in this document shall conform to the City's Standards. Hand patching materials may utilize a three-eighths inch (3/8") aggregate HMA with non-elastic recovery (ER) oil. Longitudinal cuts that extend through both moratorium and non-moratorium roadways will require the moratorium standard unless otherwise directed by the City Engineer. Any variances to the specifications shall be requested in writing prior to the work.
4. Traffic Control:
  - a. All existing traffic control markings will be replaced as soon as possible after permanent paving is completed.
  - b. Temporary markings for lane lines and stop lines shall be in place prior to the roadway opening for traffic.
  - c. All remaining temporary striping will be completed within seven days of new pavement completion and shall be maintained by permittee until permanently restored.
  - d. All traffic markings will be replaced per normal work practices.
  - e. All temporary traffic control for the work zone shall conform to the MUTCD..
  - f. All traffic control is subject to the approval of the City Engineer or his/her designee
5. Emergency Repairs. The permittee shall be allowed to make emergency repairs provided a more reasonable alternative does not exist. Every reasonable effort will be made to restore the roadway quickly. The City will be notified of emergency repairs not later than the next business day.

## **SPECIFIC REQUIREMENTS**

1. Chip sealed roads shall be rehabilitated according to construction requirements for asphalt roads per City standards.
2. All replaced pavement types shall be constructed in accordance with applicable City Standards; Replacement section of pavement and crushed rock shall match existing but not be less than the minimum section specified in the City's Design

Standards (including any fabric or membranes).

3. All areas outside of the travel lanes that are affected by the work shall be restored to their original condition. All shoulders shall be restored to their original condition with a minimum 2 foot (2') gravel base rock shoulder beyond the edge of asphalt.
4. Allowable work hours are from 7:00 AM to 7:00 PM unless approved by the City.
5. Contractors shall notify adjacent property owners of any disruptions to traffic, utility service, or other inconveniences.
6. An Encroachment Permit must be obtained from the City prior to work in the right-of-way. All requirements of the encroachment permit must be met including insurance, licensure, and bonding.
7. Gravel street and alley repairs must be 4 inch (4") minimum compacted gravel, meeting the requirements of ISPWC Section 802 and City Standard Drawings.

#### **EXCEPTIONS:**

1. Valve and manhole repairs shall be exempt from the patching requirements of this policy. Valve and manhole patching requirements shall be per each City's Standards. All warranty and construction requirements shall be met. No longitudinal construction joints shall be allowed in the wheel path.
  - a. Potholing to find utilities shall be allowed. To be exempt from the gap and patching policy, cuts shall be a maximum of two-foot square (2'-0") with no longitudinal joints in the wheel path and shall be backfilled with controlled density or other approved fill from six inches (6") above the utility to six inches (6") below bottom of asphalt. Round preferred. Asphalt must be removed and restored to the full extent of any sawcut. No overcuts shall remain in the roadway.

#### **WARRANTY REQUIREMENTS**

1. All roadways shall require a minimum three-year warranty period. The patch in the roadway shall be repaired as necessary until the warranty has passed. All warranties shall become void if rehabilitation work is performed to the road within the patching limits.
2. For road cuts performed by a Utility using its internal capability, that Utility or assignee will be responsible for repairs required during the warranty period.
3. All curb, sidewalks and structures that are affected by the excavation shall be included in this policy and have a warranty for three years.
4. All warranty work requires that a City inspector be on site. The permittee shall be required to coordinate inspection with the appropriate department within the City.
5. The following defects identified by the City shall be covered by warranty:
  - a. Sunken or raised pavement patches greater than or equal to one-quarter inch (1/4") (Measured by a ten-foot (10') straight edge).

- b. Failure to meet City visual rating standard for patching and joints to medium or high).
  - c. Poor workmanship.
  - d. Inadequate compaction.
  - e. Sunken, raised or damaged curb and sidewalks in excavation work area.
  - f. Sunken, raised or damaged drywells and catch basins in excavation work area.
  - g. Spalling surfaces.
6. Notice of Repairs.
- a. If emergency repairs are needed due to safety concerns, the permittee shall have twenty-four hours in which to make such repairs from time of verbal notice by the City.
  - b. For non-emergency repairs on arterial roads the permittee shall have forty-eight hours to make such temporary repairs unless otherwise directed by the City Engineer.
  - c. For residential streets, the permittee shall have up to seven days to make such temporary repairs.

The City may provide for repairs not completed within the specified timeframe and permittee will be assessed all costs associated with the repairs. The costs shall be based on actual costs or the average bid items for comparable projects for the year preceding, plus ten percent overhead fees. If repairs are made other than seam sealing to the warranted patch, a new warranty will be implemented for the new patch.

The permittee shall have two days to notify their asphalt company of the needed permanent repairs. If the work is not done in a timely manner and following notification the work shall be privately contracted or City maintenance crews will perform the needed repairs. The permittee shall be assessed the associated fees for the repairs. All utility cut construction shall follow the construction and warranty requirements per local agencies standards.

## **TEMPORARY PATCHING**

- 1. During winter asphalt paving plant closures or outside of temperature specifications for concrete or asphalt (see ISPWC section 810.3.9), the permittee shall install and maintain a temporary patch until it can construct a permanent patch. A temporary patch will be required if the road must be opened to traffic before a permanent patch can be made.
- 2. The temporary patch shall consist of twelve inches (12”) of crushed surfacing or current City standards, and three inches (3”) of concrete pavement, or upon approval of the City Engineer, crushed surfacing top coarse and/or steel plates may be used. The permittee shall maintain the temporary patch until the patch has been permanently restored.

## **PERMITS**

- 1. All work in the ‘Public Right-of-Way’ requires a permit issued by the City. Permittee shall take out all permits and perform all work.

2. The permittee will be required to submit construction and traffic control plans required by local agencies when applying for a permit. If the City determines that abuse of obligations are prevalent, future construction permits shall not be issued until the permittee has fulfilled all obligations to existing permits.
3. The permittee shall provide a detailed “As-built” record of the pavement cut after construction is completed. The permittee shall provide details indicating existing pavement section, new pavement section and any unusual conditions at the location of the constructed utility. The location shall include the name of the road the work is being performed on and the name of the closest intersections in each direction. Distance measurements shall be from intersecting streets. This information will be provided to the City’s Permit department for a permanent record. This information shall be returned no later than seven days after the completion of the permitted project by mail, fax, or other electronic means by either permittee or patching contractor. The intent of this process is to record small patching details. Larger projects shall be reviewed and approved prior to construction.
4. The City may require permittee to contribute normal patching costs to local agencies to accomplish paving or full depth replacement of the roadway. (This does not apply to work done within sewer projects).
5. The City should be notified of existing problems with the adjacent roadway to a proposed patch.

## **RESPONSIBLE PARTY**

The permittee shall be responsible for all construction and warranty requirements of this policy. Utilities will provide identity of excavator/permittee as known to local agencies. Local agencies will attempt to get permittee to correct warranty defects. If permittee is a subcontractor for utilities, the utilities will assume responsibility if permittee cannot/will not make repairs.

## **COMPLIANCE**

Failure to comply with any part of this policy may result in denial of future permits and forfeiture of bond.

Upon discovery of noncompliance, the City shall send a formal notice to comply within ten (10) working days or all future permits may be denied until the problems have been corrected.

A meeting shall be arranged with the appropriate City and a plan of action to prevent future noncompliance shall be presented before issuance of any new permits.

An appeal may be applied for in writing, per Hayden City Code 1-1-5.

Noncompliance Activities include:

1. Failure to take out a permit.
2. Failure to maintain temporary patches.
3. Failure to make permanent repairs.
4. Failure to make emergency repairs.
5. Failure to make warranty repairs.
6. Failure to send back As-Built information.
7. Failure to inform agency of asphalt completion date.

8. Failure to follow traffic control measures, as required.

## **EXEMPTIONS FOR MORATORIUM ROADWAYS**

It is understood that field conditions may warrant a waiver or an exemption from these regulations. Developers, Contractors or Owners may appeal for a waiver of the provisions of this policy.

The exemption process outlined in this policy in no way obligates the City to allow deviations from this policy, and any such decisions are at the City's discretion.

An appeal shall incorporate the following:

- Submit a letter of intent to the City Engineer outlining the proposed project and the impact of the project.
- Establish that all alternative avenues have been investigated and fail to meet the needs of the project.
- Acknowledge the requirements of restoration of the area affected, and that there will be required special inspection, the cost of which shall be borne by the applicant of the waiver.
- Propose a meeting with the City to discuss the project.
- Establish a timeline of the project through completion.

## **REFERENCES**

City of Hayden Standard Drawings:

<https://cms2.revize.com/revize/haydenid/departments/engineering/index.php>

## **SPECIFICATIONS FOR JOINT ADHESIVE AND CRACK SEALANT**

### **Joint Adhesive – Hot Applied – Option 1**

Joint adhesive material shall conform to the following requirements:

#### **Test Specification**

Cone Penetration, 77°F (25°C) (ASTM D 5329) 60 - 100

Flow, 140°F (60°C) (ASTM D 5329) 5 mm maximum

Resilience, 77°F (25°C) (ASTM D 5329) 30% minimum

Ductility, 77°F (25°C) (ASTM D 113) 30 cm minimum

Ductility, 39.2°F (2°C) (ASTM D 113) 30 cm minimum

Adhesion, 77°F (25°C) (ASTM D 5329) 500% minimum

Softening Point (ASTM D 36) 170°F (77°C) minimum

Asphalt Compatibility (ASTM D 5329) Pass

Installation: Install according to manufacturer specifications.

### **Joint Adhesive - CSS1/Sand – Option 2**

A heavy application of tack coat (0.16 gallons per square yard) shall be applied to all vertical faces of the joints. Care shall be taken to assure that enough tack coat has been applied to seal the joint once the patch is complete. A clean sand may be needed to blot the adhesive while patching to assure that the tack coat does not track off site. It should be evident that the joint is sealed to the agency inspection staff. If the joint opens up, the contractor shall seal the joint with an approved crack sealant.

For Roadways open to traffic, the application of joint adhesive, tack coat, and crack sealant shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be

equipped with a thermometer to indicate the temperature of the tack coat material. Equipment shall not operate on the joints until the adhesive has cured. If the Contractor's operation damages the joint adhesive it shall be repaired prior to placement of the HMA.

The Tack Coat shall be an un-diluted CSS-1 emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

### **Crack Sealant – Hot Poured**

Hot poured crack sealant shall be rubberized and premium grade. Pre-approved products include: Crafcro Roadsaver 546, Crafcro Roadsaver 539 or approved equal. Crack sealant product shall be installed according to manufacturer's specifications and with the appropriate equipment.

### **Construction Requirements**

The Contractor shall install Joint Adhesive to all joints of wearing course lifts that are not hot lapped or as designated by the Engineer. Equipment used for performing the joint adhesive application shall be maintained in satisfactory working condition at all times. Prior to the application of the joint adhesive the face of the joint shall be thoroughly dry and free from any loose material, dust, or other debris that would inhibit adhesion. Heating and pumping of joint adhesive shall be in accordance with manufacture recommendations. Application of the joint adhesive shall be in a continuous, one-eighth-inch (1/8") thick band over the entire vertical face of the joint. Joint adhesive shall be applied concurrent with HMA placement and application shall be limited to the surfaces that will be paved during the same working shift.

- C. **ACTION ITEM** Honeysuckle Beach Lake Host Proposal by Hayden Lake Watershed Improvement District and Hayden Lake Watershed Association

May 8, 2026

Abbi Sanchez  
City Clerk, City of Hayden

Please find attached our project proposal for *Lake Hosts on Hayden Lake*, discussed at the last city council meeting. It is loosely based on a lean start-up business plan. In addition, I will attach drawings of signs that we could place along Honeysuckle as a boater approaches the boat ramp.

I'd also like to provide an update on the status of our Lake Host Project and a request for funding from the City of Hayden.

### Partnerships

After securing preliminary approval from the City Commission to place a seasonal Lake Host at Honeysuckle boat ramp this summer, we solidified support from the following partners:

<b>Partner</b>	<b>Status: <i>Approved</i></b>
<b>City of Hayden</b>	Allow Lake Hosts to operate near the boat launch at Honeysuckle Beach; Allow signs; Allow distribution of educational materials. <i>Preliminary approval</i>
<b>Kootenai – Shoshone Soil and Water Conservation District</b>	HR/Admin support: recruit, hire, schedule, and pay Lake Hosts; file payroll taxes. They will submit an invoice to HLWID for reimbursement. <i>Preliminary approval</i>
<b>Idaho Department of Fish and Game</b>	Allow Lake Hosts to operate near the boat launch at Sportsman Access on Hayden Lake; Allow signage; Allow distribution of educational materials
<b>Idaho Department of Agriculture – Invasive Species</b>	Provide training to certify Lake Hosts; Provide tablet(s) and software to use on site; provide wrench
<b>Hayden Lake Watershed Improvement District</b>	Facilitate Lake Host Program on Hayden Lake and identify and secure funding; recruit volunteers
<b>Hayden Lake Watershed Association</b>	Facilitate Lake Host Program on Hayden Lake and identify and secure funding; recruit volunteers

Partner	Status: <i>Local approval/Seeking Corporate Approval</i>
Hayden Lake Marina	Coordinate effort to recruit retirees who are interested in providing value in a part-time position and appreciate scheduling flexibility and opportunities to learn new skills. ID Department of Ag is willing to train a team of volunteers to full inspector and decontamination certification level if they desire.

We asked each of our partners to echo our “Clean. Drain. Dry.” messaging in their communications, education, and/or outreach. We offered to attend community events to answer questions about invasive mussels or clarify the program itself. The Idaho Department of Agriculture agreed to provide educational materials. Two requests are pending (Hayden Lake Marina and City of Dalton Gardens.)

**Finances**

We have secured \$17,600 of the \$25,600 goal that we set to fund inspectors from Memorial Day weekend through Labor Day weekend, and we continue to seek funding from more stakeholders

**Request for Funding**

**We hope that the City of Hayden will consider a contribution of \$5000 toward this project.**

Through collaboration, we can help ensure the long-term health and accessibility of Hayden Lake for all residents. We truly believe that Lake Hosts will provide an added benefit: a visible presence at the ramp often encourages voluntary compliance, whether that be payment of launch fees, invasive species stickers, trailering with plugs removed, proper life jackets, etc.

Thank you for your consideration.

Respectfully,

*Kristine Regele Bartz*

**Kristine Regele Bartz, Director**  
Hayden Lake Watershed Improvement

## Project Proposal: Lake Hosts at Hayden Lake

<p><b>The Challenge: An Imminent Threat</b></p> <p>We are interested in preventing an infestation of aquatic invasive species (AIS) with particular emphasis on invasive mussels, including quagga, zebra, and a more recent intruder, the golden mussel. Once introduced, invasive mussels are nearly impossible to eradicate. They destroy ecosystems, foul beaches, clog infrastructure and restrict water intake, impede hydropower equipment and irrigation pipelines, and ruin boat engines. Tourism typically plummets because fisheries and beaches are destroyed. In addition, mussel infestations typically reduce property values and decimate tourism.</p>	<p><b>Our Solution</b></p> <p>Place a lake host at both public launch points on Hayden Lake: Honeysuckle Beach and Sportsman Park</p> <p><b>What is a Lake Host?</b></p> <p>Lake Hosts serve as our local line of defense in protecting Hayden Lake from invasive plants and animals. They primarily educate the public, but are certified to inspect and assist boaters in removing plants and animals from boats and gear.</p>
<p><b>Why Now and Why Us?</b></p> <p>Over the past 2 years, the State of Idaho has required state agencies to reduce spending by approximately 5%. Hourly wages for inspectors failed to keep pace, leading potential applicants to consider alternatives like Amazon. Lacking adequate staffing levels, inspection stations are faced with reducing the number of days/hours they are open. The opportunity to evade state-sponsored inspection is real, leaving our waterways vulnerable to invasive aquatic species like mussels.</p> <p><b>The primary vector for the introduction of mussels is through watercraft transport from one body of water to another.</b> It is a man-made problem; therefore, it is preventable. The cost of this prevention strategy is a fraction of the millions of dollars required for long-term treatment and management.</p>	<p><b>Projected Expenses:</b></p> <p><i>Labor:</i></p> <p>Memorial Day weekend through Labor Day weekend = 16 weeks.  40 hours per week  \$20 per hour (includes actual pay + taxes+ work comp + admin)  16 x 40 x \$20 = \$12,800  GOAL: Two Hosts  Total Anticipated Expenses \$25,600</p> <p><i>Materials &amp; Equipment:</i></p> <p>Table, Shade tent, Hats, T-shirts, safety vests, flashlights, educational materials</p> <p><b>Revenue Streams</b></p> <p>Hayden Lake Watershed Improvement District \$8800  Hayden Lake Watershed Association \$8800  Others yet to be confirmed, including in-kind donations</p>
<p><b>Education Activities</b></p> <p>Guide boaters at the launch  Inform boaters about invasive species  Instruct boaters on Clean/Drain/Dry  Distribute:</p> <ul style="list-style-type: none"> <li>- State-approved educational materials</li> <li>- Informational brochures/flyers describing activities, fish species, lake rules, and a map of the Hayden Lake Watershed</li> </ul>	<p><b>Objectives and Milestones</b></p> <p>Detection of Aquatic Invasive Species  Address non-compliance:</p> <ul style="list-style-type: none"> <li>- Invasive species sticker</li> <li>- Out-of-state inspection</li> </ul> <p>Raise public awareness about the dangers of AIS  Provide input to State and City databases  Help direct the efficient use of boat ramps</p>

<b>Team Roles</b>	
<b>Kootenai – Shoshone Soil and Water Conservation District</b>	HR/Admin support: recruit, hire, schedule, pay, and submit invoice to HLWID for reimbursement
<b>City of Hayden</b>	Allow Lake Hosts to operate near the boat launch at Honeysuckle Beach; Allow signs; Allow distribution of educational materials
<b>Idaho Department of Fish and Game</b>	Allow Lake Hosts to operate near the boat launch at Sportsman Access on Hayden Lake; Allow signage; Allow distribution of educational materials
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<b>Hayden Lake Watershed Improvement District</b>	Facilitate Lake Host Program on Hayden Lake and identify and secure funding; recruit volunteers
<b>Hayden Lake Watershed Association</b>	Facilitate Lake Host Program on Hayden Lake and identify and secure funding; recruit volunteers

Boat  
Inspections  
Available  
Ahead

Don't  
Move  
a Mussel!

Remove  
Bilge and Ballast Plugs  
When Trailering  
in Idaho

Idaho Requires  
INVASIVE  
SPECIES  
STICKERS  
on All Watercraft

Clean.  
Drain.  
Dry.

Lake Host Ahead  
  
Keep  
Hayden,  
Hayden!

5. **NEW BUSINESS**

- A. **ACTION ITEM** Fiscal Year 2025 Annual Audit



# Memo

To: Mayor and Hayden City Council

From: Jennifer Gahringer, Finance Director

Date: 5/12/2026

**Agenda Item: Acceptance of FY 2025 annual audit**

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## **Agenda Item Location**

New Business

## **Background and Recommended Action or Motion**

Staff recommends council accept proposed fiscal year 2025 audit as presented.

## **Functional Impact of Authorizing**

This authorization allows the City to finalize FY25 audit and be in compliance with Idaho law.

## **Functional Impact of Not Authorizing**

Failing to authorize the reporting would cause the city to not be in compliance with Idaho laws.

## **Fiscal Impact**

No fiscal impact.

## **Budget Funding Source / Transfer Request**

## **Attachment**

Audited Financial Statements

**CITY OF HAYDEN**

AUDITED FINANCIAL STATEMENTS

Year Ended September 30, 2025

*Prepared By*

**ALPINE SUMMIT** CPAs

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TAX, ASSURANCE, ACCOUNTING, ADVISORY

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## **INDEPENDENT AUDITORS' REPORT**

To the Honorable Mayor and City Council  
City of Hayden  
Hayden, ID 83835

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hayden as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City of Hayden's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hayden, as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Hayden and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Hayden's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statement***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Hayden's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Hayden's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the required supplementary information, as noted in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis (MD&A) that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Hayden, Idaho's financial statements. The accompanying combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 7, 2026, on our consideration of the City of Hayden's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Hayden's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Hayden's internal control over financial reporting and compliance.

*Alpine Summit CPAs*

Alpine Summit CPAs  
Post Falls, ID  
May 7, 2026

## BASIC FINANCIAL STATEMENTS

**City of Hayden**  
**STATEMENT OF NET POSITION**  
**GOVERNMENT WIDE**  
**September 30, 2025**

	Primary Government			Component Unit
	Governmental	Business-type	Total	Hayden Urban Renewal Agency
	Activities	Activities		
<b>ASSETS</b>				
Cash and cash equivalents	\$ 15,106,305	\$ 15,284,859	\$ 30,391,164	\$ 4,000,049
Investments	2,576,746	352,850	2,929,596	-
Receivables, net of allowances	3,146,013	921,352	4,067,365	20,999
Receivable from city of Hayden	-	-	-	1,760,000
Lease receivable	100,781	-	100,781	-
HARSB O & M refund receivable	-	112,307	112,307	-
Prepaid expenses	28,667	-	28,667	1,535
Restricted cash and cash equivalents	3,208,805	1,116,079	4,324,884	-
Capital assets not being depreciated:				
Land and construction in progress	17,038,049	12,657,766	29,695,815	1,460,073
Capital assets, net of accumulated depreciation	23,546,283	7,050,749	30,597,032	162,728
Right to use assets, net of accumulated amortization	22,589	-	22,589	-
Total assets	<u>64,774,238</u>	<u>37,495,962</u>	<u>102,270,200</u>	<u>7,405,384</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred pension outflows	<u>276,554</u>	<u>65,210</u>	<u>341,764</u>	<u>-</u>
<b>LIABILITIES</b>				
Accounts payable and accrued expenses	2,190,412	2,987,314	5,177,726	14,569
Unearned revenue	-	722,939	722,939	-
Surety deposits	162,826	-	162,826	-
Accrued interest	15,075	-	15,075	-
Long-term liabilities:				
Due within one year	139,172	772,505	911,677	-
Due in more than one year	563,345	13,509,677	14,073,022	-
Advance on cap fees from developers	-	3,339,426	3,339,426	-
Net pension liability	1,006,357	117,471	1,123,828	-
Total liabilities	<u>4,077,187</u>	<u>21,449,332</u>	<u>25,526,519</u>	<u>14,569</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unearned lease contract revenue	98,979	-	98,979	-
Deferred pension inflows	519,809	38,020	557,829	-
	<u>618,788</u>	<u>38,020</u>	<u>656,808</u>	<u>-</u>
<b>NET POSITION</b>				
Net investment in capital assets	40,133,228	19,708,515	59,841,743	1,622,801
Restricted	3,233,304	1,116,079	4,349,383	-
Unrestricted	16,988,285	(4,750,774)	12,237,511	5,768,014
Total net position	<u>\$ 60,354,817</u>	<u>\$ 16,073,820</u>	<u>\$ 76,428,637</u>	<u>\$ 7,390,815</u>

See accompanying notes to the financial statements and independent auditors' report.

**City of Hayden**  
**STATEMENT OF ACTIVITIES**  
**GOVERNMENT WIDE**  
**For the Year Ended September 30, 2025**

<b>FUNCTIONS/PROGRAMS:</b>	<b>Program Revenues</b>			
	<b>Expenses</b>	<b>Charges for Services</b>	<b>Operating Grants and Contributions</b>	<b>Capital Grants and Contributions</b>
<b>Primary government:</b>				
<b>Governmental activities</b>				
General government	\$ 2,298,419	\$ -	\$ 522,799	\$ -
Public safety	1,338,354	-	-	-
Public works	3,623,738	1,536,584	-	1,132,503
Culture and recreation	666,482	335,088	-	-
Interest on long-term debt	24,136	-	-	-
Pension expense (income) - unallocated	221,875	-	-	-
Total governmental activities	8,173,004	1,871,672	522,799	1,132,503
<b>Business-type activities</b>				
Sewer	5,172,101	7,541,439	-	611,008
Interest expense	295,643	-	-	-
Pension expense (income)	21,356	-	-	-
Total business-type activities	5,489,100	7,541,439	-	611,008
Total primary government	\$ 13,662,104	\$ 9,413,111	\$ 522,799	\$ 1,743,511
<b>Component unit:</b>				
Hayden urban renewal agency	\$ 220,807	\$ -	\$ -	\$ -

General revenues:

Property taxes, levied for general purposes  
Intergovernmental revenue  
Franchise fees  
Miscellaneous  
Interest and investment earnings  
Gain (loss) on disposal of assets  
Total general revenues

**SPECIAL ITEMS**

Reimbursement to HURA (see note 13)  
Reimbursement from ITD (see note 13)  
Reimbursement to developers (see note 13)  
Reimbursement to HARSB (see note 13)

Change in net position

Net position, previously reported at September 30, 2024

Prior period adjustment

Net position, as adjusted at September 30, 2024

Net position - September 30, 2025

See accompanying notes to the financial statements and independent auditors' report.

**City of Hayden**  
**STATEMENT OF ACTIVITIES**  
**GOVERNMENT WIDE**  
**For the Year Ended September 30, 2025**

<b>Net (Expense) Revenue and Changes in Net Position</b>			
<b>Primary Government</b>			<b>Component Unit</b>
<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>	<b>Hayden Urban Renewal Agency</b>
\$ (1,775,620)	\$ -	\$ (1,775,620)	\$ -
(1,338,354)	-	(1,338,354)	-
(954,651)	-	(954,651)	-
(331,394)	-	(331,394)	-
(24,136)	-	(24,136)	-
(221,875)	-	(221,875)	-
<u>(4,646,030)</u>	<u>-</u>	<u>(4,646,030)</u>	<u>-</u>
-	2,980,346	2,980,346	
-	(295,643)	(295,643)	
-	(21,356)	(21,356)	
-	2,663,347	2,663,347	
<u>(4,646,030)</u>	<u>2,663,347</u>	<u>(1,982,683)</u>	
-	-	-	(220,807)
2,672,010	-	2,672,010	1,230,954
3,778,861	-	3,778,861	-
1,470,894	-	1,470,894	-
102,196	-	102,196	19,740
1,499,285	76,519	1,575,804	140,700
1,454,006	-	1,454,006	-
<u>10,977,252</u>	<u>76,519</u>	<u>11,053,771</u>	<u>1,391,394</u>
(1,760,000)	-	(1,760,000)	1,760,000
2,000,000	-	2,000,000	-
-	(540,000)	(540,000)	
-	(1,894,677)	(1,894,677)	
<u>240,000</u>	<u>(2,434,677)</u>	<u>(2,194,677)</u>	<u>1,760,000</u>
<u>6,571,222</u>	<u>305,189</u>	<u>6,876,411</u>	<u>2,930,587</u>
53,783,595	19,108,058	72,891,653	4,460,228
-	(3,339,426)	(3,339,426)	-
<u>53,783,595</u>	<u>15,768,632</u>	<u>69,552,227</u>	<u>4,460,228</u>
<u>\$ 60,354,817</u>	<u>\$ 16,073,821</u>	<u>\$ 76,428,638</u>	<u>\$ 7,390,815</u>

See accompanying notes to the financial statements  
and independent auditors' report.

**City of Hayden  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
September 30, 2025**

	<b>General</b>	<b>Impact Fees Circulation</b>	<b>Capital Projects Fund</b>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 11,109,813	\$ -	\$ 3,866,982
Investments	2,576,746	-	-
Miscellaneous receivables	919,244	24,499	2,000,000
Taxes receivable	41,920	-	-
Lease receivable	100,781	-	-
Prepaid insurance	28,667	-	-
Restricted cash and cash equivalents	400,588	282,867	-
Total assets	<u>\$ 15,177,759</u>	<u>\$ 307,366</u>	<u>\$ 5,866,982</u>
<b>LIABILITIES</b>			
Vouchers payable	\$ 245,605	\$ -	\$ 1,790,442
Accrued expenses	112,639	-	-
Other current liabilities	40,453	-	-
Surety deposits	162,826	-	-
Total liabilities	<u>561,523</u>	<u>-</u>	<u>1,790,442</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue-property taxes	26,121	-	-
Unavailable revenue-special assessments	-	-	-
Unearned lease contract revenue	98,979	-	-
Total deferred inflows of resources	<u>125,100</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES</b>			
Nonspendable prepaid expenses	28,667	-	-
Restricted	400,588	307,366	-
Committed	-	-	-
Assigned	-	-	4,076,540
Unassigned	14,061,881	-	-
Total fund balances	<u>14,491,136</u>	<u>307,366</u>	<u>4,076,540</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 15,177,759</u>	<u>\$ 307,366</u>	<u>\$ 5,866,982</u>

See accompanying notes to the financial statements  
and independent auditors' report.

**City of Hayden  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
September 30, 2025**

Other Governmental Funds	Total
\$ 129,510	\$ 15,106,305
-	2,576,746
160,350	3,104,093
-	41,920
-	100,781
-	28,667
2,525,350	3,208,805
\$ 2,815,210	\$ 24,167,317
\$ 1,273	\$ 2,037,320
-	112,639
-	40,453
-	162,826
1,273	2,353,238
-	26,121
160,350	160,350
-	98,979
160,350	285,450
-	28,667
2,525,350	3,233,304
128,237	128,237
-	4,076,540
-	14,061,881
2,653,587	21,528,629
\$ 2,815,210	\$ 24,167,317

See accompanying notes to the financial statements  
and independent auditors' report.

**City of Hayden**  
**RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET**  
**TO THE STATEMENT OF NET POSITION**  
**September 30, 2025**

Total fund balances at September 30, 2025 - Governmental Funds	\$ 21,528,629
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds:	
Cost of capital assets at September 30, 2025	\$ 118,927,012
Less: Accumulated depreciation as of September 30, 2025	<u>(78,342,680)</u>
	40,584,332
Right-to-use assets, net of accumulated amortization	22,589
Deferred outflows of resources represent a consumption of fund equity that will be reported as an outflow of resources in a future period and therefore, are not reported in the funds:	
Pension plan	276,554
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds:	
Elimination of unavailable revenue	
Property taxes	26,121
Special assessments	160,350
	186,471
Deferred inflows of resources represent an acquisition of fund equity that will be recognized as an inflow of resources in a future period and therefore, are not reported in the funds:	
Pension plan	(519,809)
Some liabilities are not due and payable in the current period and therefore, are not reported in the funds. Those liabilities consist of:	
Accrued interest	(15,075)
Net pension liability	(1,006,357)
Lease liability	(23,735)
Long-term debt	(451,104)
Compensated absences	<u>(227,678)</u>
	<u>(1,723,949)</u>
Net position of governmental activities at September 30, 2025	<u>\$ 60,354,817</u>

*See accompanying notes to the financial statements and independent auditors' report.*

**City of Hayden**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2025**

	<b>General</b>	<b>Impact Fees Circulation</b>	<b>Capital Projects Fund</b>
<b>REVENUES</b>			
Intergovernmental revenue	\$ 3,778,861	\$ -	\$ -
Taxes	2,646,433	-	-
Licenses and permits	1,425,159	-	-
Charges for services	335,088	-	-
Growth service fees	80,934	-	-
Grants	511,283	35,656	1,060,165
Interest income	1,283,896	84,642	-
Net increase (decrease) in fmv of investments	32,927	(1,701)	-
Fines and forfeitures	54,367	-	-
Impact fees	-	1,039,650	-
Contributions	11,516	-	-
Miscellaneous revenue	47,829	-	-
Special assessments payments	-	-	-
Total revenues	<u>10,208,293</u>	<u>1,158,247</u>	<u>1,060,165</u>
<b>EXPENDITURES</b>			
General government	2,304,142	-	-
Public safety	1,357,224	-	-
Public works	2,243,112	-	-
Recreation	510,955	-	-
Capital expenditures	571,465	1,486,830	3,392,715
Debt service - principal retirement	136,469	-	-
Debt service - interest expense	4,771	-	-
Total expenditures	<u>7,128,138</u>	<u>1,486,830</u>	<u>3,392,715</u>
Excess (deficiency) of revenues over (under) expenditures	<u>3,080,155</u>	<u>(328,583)</u>	<u>(2,332,550)</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Proceeds from the sale of capital assets	66,105	-	1,732,295
Transfers in	-	-	859,000
Transfers out	(859,000)	-	-
Total other financing sources (uses)	<u>(792,895)</u>	<u>-</u>	<u>2,591,295</u>
<b>SPECIAL ITEMS</b>			
Reimbursement to HURA (see note 13)	-	-	(1,760,000)
Reimbursement from ITD (see note 13)	-	-	2,000,000
Total special items	<u>-</u>	<u>-</u>	<u>240,000</u>
<b>NET CHANGE IN FUND BALANCES</b>	2,287,260	(328,583)	498,745
<b>FUND BALANCES - beginning</b>	12,203,876	635,949	3,577,795
<b>FUND BALANCES - ending</b>	<u>\$ 14,491,136</u>	<u>\$ 307,366</u>	<u>\$ 4,076,540</u>

See accompanying notes to the financial statements and independent auditors' report.

**City of Hayden**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2025**

<b>Other Governmental Funds</b>	<b>Total</b>
\$ 36,682	\$ 3,815,543
-	2,646,433
45,735	1,470,894
-	335,088
-	80,934
-	1,607,104
100,945	1,469,483
(1,424)	29,802
-	54,367
416,000	1,455,650
-	11,516
-	47,829
7,868	7,868
<u>605,806</u>	<u>13,032,511</u>
74	2,304,216
-	1,357,224
3,612	2,246,724
32,532	543,487
217,700	5,668,710
21,216	157,685
20,074	24,845
<u>295,208</u>	<u>12,302,891</u>
<u>310,598</u>	<u>729,620</u>
-	1,798,400
-	859,000
-	(859,000)
<u>-</u>	<u>1,798,400</u>
-	(1,760,000)
-	2,000,000
<u>-</u>	<u>240,000</u>
310,598	2,768,020
2,342,989	18,760,609
<u>\$ 2,653,587</u>	<u>\$ 21,528,629</u>

*See accompanying notes to the financial statements and independent auditors' report.*

**City of Hayden**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2025**

Amounts reported for governmental activities in the statement of activities are different because:

Net Change in Fund Balances - total governmental funds	\$ 2,768,020
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expenses. This is the amount by which capital outlays exceeded depreciation expense in the current period.</p>	
Capital Outlay	5,668,710
Depreciation	(1,747,578)
Amortization on right-to-use assets	(12,321)
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.</p>	
Difference between revenue earned on property taxes on the modified accrual basis versus revenue on property taxes on the full accrual basis	25,577
Difference between revenue earned on special assessments on the modified accrual basis versus revenue on property taxes on the full accrual basis	(7,868)
<p>The net effect of various miscellaneous transactions involving capital assets (i.e., sales and donations) is to increase net assets.</p>	
Proceeds from the sale of capital assets	(1,798,400)
Gain (loss) on the sale of capital assets	1,454,006
<p>The issuance of long-term debt (e.g., bonds, leased) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.</p>	
Debt principal payments considered as an expenditure	145,100
Lease liability payments	12,585
Interest expense	709
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.</p>	
(Increase)/ Decrease in Compensated Absence Liability	
Change in compensated absences	17,861
<p>The net pension effect related to the pension expense recognized for the year.</p>	
Current year PERSI contributions	266,696
PERSI pension plan expense	(221,875)
Change in net position of governmental activities	\$ 6,571,222

*See accompanying notes to the financial statements and independent auditors' report.*

**City of Hayden**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**September 30, 2025**

	<b>Sewer</b>
<b>ASSETS</b>	
Current assets:	
Cash and cash equivalents	\$ 15,284,859
Restricted cash	1,116,079
Investments	352,850
HARSB O & M refund receivable	112,307
Receivables, net of allowance of \$41,252	921,352
Total current assets	17,787,447
Non-current assets:	
Land and construction in progress	12,657,766
Capital assets, net of accumulated depreciation	7,050,749
Total non-current assets	19,708,515
Total assets	37,495,962
 <b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred pension outflows	65,210
Total deferred outflows of resources	65,210
 <b>LIABILITIES</b>	
Current liabilities:	
Accounts payable and accrued expenses	2,990,639
Compensated absences, current portion	7,763
Unearned revenue	722,939
Current portion of DEQ loan	763,219
Total current liabilities	4,484,560
Non-current liabilities:	
Compensated absences, net of current portion	9,197
Advance on cap fees from developers	3,339,426
DEQ loans	13,498,677
Net pension liability	117,471
Total non-current liabilities	16,964,771
Total liabilities	21,449,331
 <b>NET DEFERRED INFLOWS OF RESOURCES</b>	
Deferred pension inflows	38,020
Total deferred inflows of resources	38,020
 <b>NET POSITION</b>	
Invested in capital assets (net of related debt)	19,708,515
Restricted	1,116,079
Unrestricted	(4,750,773)
Total net position	\$ 16,073,821

*See accompanying notes to the financial statements and independent auditors' report.*

**City of Hayden**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES**  
**IN FUND NET POSITION - PROPRIETARY FUNDS**  
**For the Year Ended September 30, 2025**

	<b>Sewer</b>
<b>OPERATING REVENUES</b>	
Charges for services	\$ 7,541,439
Total operating revenues	7,541,439
<b>OPERATING EXPENSES</b>	
Personal services	474,392
Contractual services	4,325,637
Other services and charges	112,935
Depreciation	259,137
Pension expense	21,356
Total operating expenses	5,193,457
Operating income (loss)	2,347,982
<b>NON-OPERATING REVENUES (EXPENSE)</b>	
Interest income	70,155
Net increase (decrease) in the fair value of investments	6,364
Interest expense	(295,643)
Total non-operating revenues (expenses)	(219,124)
Income before contributions and transfers	2,128,858
Capital contributions	611,008
Change in net position before special items	2,739,866
<b>SPECIAL ITEMS</b>	
Reimbursement to developers (see note 13)	(540,000)
Reimbursement to HARSB (see note 13)	(1,894,677)
Total special items	(2,434,677)
Change in net position	305,189
Net position, previously reported at September 30, 2024	19,108,058
Prior period adjustment	(3,339,426)
Net position, as adjusted at September 30, 2024	15,768,632
Net position, at September 30, 2025	\$ 16,073,821

*See accompanying notes to the financial statements and independent auditors' report.*

**City of Hayden**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUNDS**  
**For the Year Ended September 30, 2025**

	<b>Sewer</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from customers and users	\$ 7,370,621
Payments to suppliers	(2,334,017)
Payments to employees	(483,102)
Net cash provided (used) by operating activities	4,553,502
<b>CASH FLOWS FROM NON CAPITAL FINANCING ACTIVITIES</b>	
Net cash (used) by noncapital financing activities	-
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>	
Payment on DEQ note	(574,133)
Long-term borrowings	1,228,461
Purchase of capital assets	(7,772,926)
Capital contributions	611,008
Interest paid	(956,759)
Reimbursement to developers	(540,000)
Reimbursement to HARSB	(1,894,677)
Net cash provided (used) by capital and related financing activities	(9,899,026)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchase of investment securities	(12,981)
Interest income	76,519
Net cash provided (used) by investing activities	63,538
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	(5,281,986)
<b>CASH, beginning of year</b>	21,682,924
<b>CASH, end of year</b>	\$ 16,400,938
<b>Reconciliation of operating income to net cash provided by operating activities:</b>	
Operating income	\$ 2,347,982
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation expense	259,137
(Increase) decrease in accounts receivable	(101,355)
(Increase) decrease in deferred outflow of resources	4,676
Increase (decrease) in accounts payable and accrued expenses	2,121,515
Increase (decrease) in unearned revenues	42,844
Increase (decrease) in net pension liability	(45,884)
Increase (decrease) in deferred inflows of resources	36,894
Net cash provided by operating activities	\$ 4,553,502

See accompanying notes to the financial statements and independent auditors' report.

**City of Hayden**  
**STATEMENT OF FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**September 30, 2025**

	<b>Museum Trust Funds</b>	<b>Section 457 Custodial Funds</b>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,256	\$ -
Investments	-	106,485
Total assets	<u>1,256</u>	<u>106,485</u>
<b>LIABILITIES</b>	<u>-</u>	<u>-</u>
<b>NET POSITION</b>		
<b>Restricted for:</b>		
Museum expenses	1,256	-
Employee retirement	-	106,485
	<u>\$ 1,256</u>	<u>\$ 106,485</u>

*See accompanying notes to the financial statements  
and independent auditors' report.*

**City of Hayden**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**For the Year Ended September 30, 2025**

	<b>Museum Trust Funds</b>	<b>Section 457 Custodial Funds</b>
<b>ADDITIONS</b>		
Investment earnings	\$ 55	\$ 12,234
Total additions	<u>55</u>	<u>12,234</u>
<b>DEDUCTIONS</b>	<u>-</u>	<u>-</u>
Net increase (decrease) in fiduciary net position	55	12,234
Net position, beginning of year	<u>1,201</u>	<u>94,251</u>
Net position, end of year	<u>\$ 1,256</u>	<u>\$ 106,485</u>

*See accompanying notes to the financial statements  
and independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Reporting Entity**

The City's combined financial statements include the accounts of all City operations. The criteria for including organizations as component units within the City's reporting entity, as set forth in Section 2100 of the Governmental Accounting Standards Board's (GASB) Codification of Government Accounting and Financial Reporting Standards, include whether:

- ✓ the organization is legally separate (can sue and be sued in their own name)
- ✓ the City holds the corporate powers of the organization
- ✓ the City appoints a voting majority of the organization's board
- ✓ the City is able to impose its will on the organization
- ✓ the organization has the potential to impose a financial benefit/burden on the City
- ✓ there is fiscal dependency by the organization on the City

The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting standards.

The City of Hayden (the City) is an incorporated City of the State of Idaho. The City operates under a Mayor/Council form of government. The City has oversight responsibility and control over all activities related to the City's functions. The City is not included in any other governmental "reporting entity" as defined in GASB pronouncements, since the public elects the City council members. The City provides a wide range of municipal service. Sewer and sewer expansion services are provided by the City and are accounted for as proprietary enterprise funds.

The accompanying financial statements include all aspects controlled by the City Council of the City of Hayden. A reporting entity consists of the primary government; organizations for which the primary government is financial accountable and other organizations for which the nature and significance of the relationship are such at exclusion would cause the reporting entity's financial statements to be misleading.

Under Idaho Code, in September 2005, the Hayden City Council passed an ordinance which created the Hayden Urban Renewal Agency (the Agency), a legally separate entity from the City. The Agency was established to promote urban development and improvement in and around the City. A board of five directors, which are appointed by the Mayor and approved by the City Council, governs the Agency. The City Council has the ability to appoint, hire, reassign, or dismiss those persons having responsibility for the day-to-day operations of the Agency. These powers of the City meet the criteria set forth in GASB No. 61 for having financial accountability for the Agency. Based on the above, the Agency has been discretely presented in the accompanying financial statements of the City as a component unit. Separate statements for the Agency may be obtained from City Hall.

Under Idaho Code, the Agency has the authority to issue bonds. Any bonds issued by the Agency are payable solely from the proceeds of tax increment financing, and are not a debt of the City. The City Council is not responsible for approving the Agency budget or funding any annual deficits. The Agency controls its disbursements independent of the City Council.

**Payments between the City and Component Units**

Resource flows (except those that affect the statement of net position, such as loans and repayments) between a primary government and its discretely presented component units are reported as external transactions – that is, as revenues and expenses.

The Agency operates on the same fiscal year as the City. Complete financial statements of the Agency can be obtained directly from:

Hayden Urban Renewal Agency  
8930 North Government Way  
Hayden, ID 83835

*See accompanying independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Basis of Presentation, Government-Wide Statements and Fund Financial Statements**

*Government-wide Statements:* The statement of net position and the statement of activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall government and its component units, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or part by fees charged to external parties.

The statement of activities presents a comparison between direct and program revenues for the business-type activities of the City and for each function of the City's and its component units' governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reversed for the statement of activities. Program revenues include (a) fees, fines, and charges by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

*Fund Financial Statements:* The fund financial statements provide information about the City's funds, including its fiduciary funds and blended component units. Separate statements for each fund category—*governmental, proprietary, and fiduciary* are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities.

**The City reports the following major governmental funds:**

*General Fund* – This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

*Special Revenue Fund – Impact Fees Circulation* - Developmental impact fees are charged on new construction. The revenue generated from these fees will be used for capital improvements for Streets.

*Capital Projects Fund* – Used to account for City capital projects.

**The City reports the following major enterprise fund:**

*Sewer Fund* – used to account for operations that are financed and operated in a manner similar to private business enterprises where the costs (expenses, including capitalized infrastructure and depreciation) of providing sewer operation and maintenance services to the general public on a continuing basis are financed through user charges.

**Additionally, the government reports the following non-major fund types:**

*Special Revenue Fund – Honeysuckle Boat Launch* – Accounts for the accumulation of resources to be used for repairs and maintenance on the Honeysuckle boat launch.

*Special Revenue Fund – Council Media Center* – Accounts for the accumulation of resources to be used to purchase and maintain equipment for televising council meetings.

*Special Revenue Fund – Impact Fees Parks* - Developmental impact fees are charged on new construction. The revenue generated from these fees will be used for Parks expenses.

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Special Revenue Fund – Impact Fees Law Enforcement* – The City has not charged a law enforcement impact fee since June 30, 2016. It is the City's plan to use the fees already collected on law enforcement expenses.

*Debt Service Fund - LID #2004-1* – Accounts for the accumulation of resources and payment of special assessment bond principal and interest from special assessment levies.

*Additionally, the government reports the following fund types:*

*Fiduciary fund* financial statements consist of a statement of fiduciary net position and a statement of changes in fiduciary net position. Assets held by the City for other parties (either as a trustee or as an agent) and that cannot be used to finance the City's own operating programs are reported in the fiduciary funds. The City is responsible for ensuring that the activities reported in fiduciary funds are based on their intended purposes.

Fiduciary funds are presented in the fund financial statements but are not reported in the government-wide financial statements. The City's fiduciary fund financial statements are presented on pages 16 and 17.

**Measurement Focus, Basis of Accounting**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the types of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus. The government-wide and proprietary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time the liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied.

Revenue from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses, and interest are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

**Assets, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balance**

**Cash and Cash Equivalents**

The City pools all individual fund cash balances in bank accounts. Cash in excess of current requirements is invested in various interest-bearing securities and disclosed as part of the City's investments.

For purposes of the Statement of Cash Flows, the City defines cash and cash equivalents as all cash and highly liquid investments with an original maturity of three months or less (both restricted and unrestricted). In addition, the City considers all unrestricted investments held in the pooled accounts of the City to be cash equivalents, as the City is able to access the funds at any time.

*See accompanying independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Receivables**

All trade and property tax receivables are shown net of an allowance for uncollectibles. Allowance for uncollectibles for the governmental funds was -0- and proprietary funds was \$41,252 as of September 30, 2025.

Receivables for State Highway User’s Tax, State Liquor, and State Revenue Sharing are recorded as revenue in the general fund.

The City records enterprise fund charges when earned, not when collected.

**Lease Receivable**

A lease is defined as a contractual agreement that conveys control of the right to use another entity’s nonfinancial asset, for a minimum contractual period of greater than one year, in an exchange or exchange-like transaction. The City is the lessor on a nonfinancial asset which is land. The related lease receivables are presented in the amounts equal to the present value of lease receipts, during the remaining lease terms. As a lessor, a lease receivable and the associated leases deferred inflow of resources is recognized on the government-wide Statement of Net Position, the Balance Sheet - Governmental Funds, and Statement of Net Position - Proprietary Funds.

**Due To and From Other Funds and Advances To and From Other Funds**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of inter-fund loans) or “advances to/from other funds” (i.e., the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances”.

**Inventories and Prepaid Items**

All inventories are valued at cost using the average cost method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Capital Assets**

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of donation. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 at an estimated historical cost if purchased or constructed. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets’ lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects when constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. Land and construction in progress are not depreciated.

The other property, plant and equipment of the primary government are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Lives</u>
Buildings and improvements	30
Infrastructure	40-50
Equipment	5-25

See accompanying independent auditors’ report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

Because the City is a Phase 3 government (governments with total annual revenues of less than \$10 million), the City is encouraged but not required to report major infrastructure assets retroactively prior to October 1, 2003. The City has made the decision to not record infrastructure assets retroactively.

In December 2007, The City contracted with an independent appraisal firm to perform a complete inventory of fixed assets. When original costs were not available, assets were valued at an estimated historical cost. The City continues to update this inventory.

**Accrued Liabilities and Long-term Obligations**

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements.

In general, payables and accrued liabilities that will be paid from governmental funds are reported on the governmental fund financial statements regardless of whether they will be liquidated with current resources. However, claims and judgments and the non-current portion of capital leases, which will be paid from governmental funds, are reported as a liability in the fund financial statements only to the extent that they will be paid with current, expendable, available financial resources.

In general, payments made within 60 days after year end are considered to have been made with current available financial resources. Bonds and other long-term obligations that will be paid from governmental funds are not recognized as a liability in the fund financial statements until due.

**Compensated Absences**

The City recognizes a liability for compensated absences for paid time off (PTO) and catastrophic leave (CAT) as they are earned by employees. Under GASB Statement No. 101, a liability is recognized for leave that has not been used if it is attributable to services already rendered, accumulates, and is more likely than not to be used for time off or otherwise settled through cash or noncash means.

Employees earn PTO at various rates based on years of service. PTO is capped at a maximum of 330 hours. If the cap is exceeded, the PTO will automatically be rolled into the employee's catastrophic account (CAT) at the end of each pay period. If the maximum CAT accrual is achieved, accrual ceases until the PTO benefit is used. PTO is payable upon separation of services at the employees' then current hourly wage up to the maximum.

An employee's individual CAT account will be established upon hire with an initial City contribution of 24 hours in the account. Full-time employees will accrue an hour of CAT leave per pay period. Employees may accrue a maximum of 960 hours in their CAT account. CAT hours are not payable at separation from service.

The liabilities also include directly associated salary-related payments, such as the employer's share of Social Security and Medicare taxes as well as PERSI.

**Deferred Outflows / Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City does have items that qualify for reporting in this category, note 9 outlines the outflows of resources associated with the PERSI base pension plan.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The City has three types of these items, which arise under the government-wide accrual basis of accounting that qualifies for reporting in this category and four items, which arise only under a modified accrual basis of accounting. See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The government-wide statements report unearned lease contract revenue, unavailable grant revenue and deferred pension inflows. The governmental funds report unavailable revenues from four sources: property taxes and special assessments, unearned lease contract revenue and unavailable grant revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

**Lease and Subscription-based IT Arrangement Obligations**

A lease is defined as a lease contractual agreement or Subscription-based IT Arrangement (SBITA) that conveys control of the right to use another entity's nonfinancial asset, for a minimum contractual period of greater than one year, in an exchange or exchange-like transaction. The City leases a nonfinancial equipment asset. The related obligations are presented in the amounts equal to the present value of lease payments, payable during the remaining lease terms. As a lessee, a lease liability and the associated lease asset (Right to Use Asset) is recognized on the government-wide Statement of Net Position. The present value of lease payments are discounted based on the incremental borrowing rate determined by the City.

**Fund Equity**

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable, restricted, committed, assigned, or unassigned.

When both restricted and unrestricted fund balances are available for use, it is the City's policy to use restricted fund balance first, then unrestricted fund balance. Furthermore, committed fund balances are reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those restricted fund balance classifications can be used.

**Fund Balance Flow Assumptions**

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

**Net Position Flow Assumptions**

Net position represents the difference between assets and liabilities. Net investment in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

**Program Revenues**

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

*See accompanying independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Property Tax Revenues**

Property taxes are levied each November based on the assessed value of property as listed on the previous September tax rolls. Assessed values are an approximation of market value. The county assessor establishes assessed values. Property tax payments are due in one-half installments every December and June.

Property tax becomes a lien on the property when it is levied. State statute sets maximum property tax rates from the various funds of the City of Hayden. For the general fund, the City cannot levy more than 103% of the prior year levy rate. For other funds, the 3% increase is not applicable but is limited by statute.

**Proprietary Funds Operating and Non-Operating Revenues and Expenses**

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and service. The enterprise funds also recognize as operating revenue the portion of capitalization fees intended to recover the cost of connecting new customers to the system.

Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

**Contributed Capital**

Contributed capital represents donations by developers, grants restricted for capital construction, and assets whose construction was financed by special assessments. Capitalization fees may be used only for expansion of the systems, improvement or expansion of the present plant, or the construction of additional electric, water and wastewater facilities. When the cash received for capitalization fees is spent, the assets purchased are recorded as plant and equipment.

**Pensions**

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE 2 – DEPOSITS AND INVESTMENT BALANCES**

**General**

State statutes authorize the City's investments. The City of Hayden is authorized to invest in demand deposits, savings accounts, U.S. Government obligations and its agencies, obligations of Idaho and its agencies, fully collateralized repurchase agreements, prime domestic commercial paper, prime domestic bankers acceptances, bonds, debentures or notes of any corporation organized, controlled and operating within the U.S. which have at their purchase an "A" rating or higher, government pool and money market funds consisting of any of these securities listed. No violations of these categories have occurred.

*See accompanying independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 2 – DEPOSITS AND INVESTMENT BALANCES (CONTINUED)**

**Custodial Credit Risk**

Custodial credit risk is the risk that, in the event of a bank failure, the City’s deposits may not be returned to it. The City does not have a deposit policy for custodial credit risk as it deposits funds in financial institutions that are members of the U.S. Federal Deposit Insurance Corporation (FDIC) and has never experienced such a loss. As of September 30, 2025, the City’s deposits were exposed to custodial credit risk as follows:

*Deposits without exposure to custodial credit risk:*

*Deposits*

Amount insured by FDIC or other agencies	\$ 9,785,109
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*Investments*

Amounts registered in the name of the City	3,140,674
Total deposits/investments without exposure to custodial credit risk	12,925,783

*Deposits with exposure to custodial credit risk:*

Amount collateralized with securities held in trust, but not in the City's name	25,137,170
Total bank balance (deposits) and investments	\$ 38,062,953

*The carrying amount is displayed as follows in the financial statements:*

Statement of net position

Cash and cash equivalents	\$ 30,391,164
Investments	2,929,596
Restricted cash and cash equivalents	4,324,884
	\$ 37,645,644

Statement of fiduciary net position-cash and cash equivalents	\$ 1,256
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Statement of fiduciary net position-investments	\$ 106,485
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**Credit Risk**

Credit risk is the risk that a debtor will not fulfill its obligations. All of the above securities registered in the City’s name carry a rating of AAA from Moody’s and Standard and Poor’s. The Idaho State Investment Pool does not have an established credit rating but invests in entities with a minimum credit rating of “A” as stipulated by Idaho code.

Investments in 2a7-like pools are valued based upon the value of pool shares. The City invests in one 2a7-like pool, the Idaho State Investment Pool. The advisory board of the Idaho State Investment Pool is composed of members appointed pursuant to the requirements of the Public Funds Investment Act. The State Investment Pool is duly chartered and administered by the State Treasurer’s Office and consists of US Treasury bills and notes, collateralized certificates of deposit and repurchase agreements. The pool does not include any involuntary participants.

The balances that the City has in the State Investment Pool are carried at its fair market value of \$25,177,389. The City’s portion of the State Investment Pool had an unrealized gain of \$40,219 as of September 30, 2025. This unrealized gain has been recorded in the City’s books. The unrealized gain was based on a fair market value adjustment factor of 1.0016 that was calculated by the State of Idaho’s Treasurer’s Office.

The City considers funds held in the Idaho State Investment Pool to be cash equivalents, as the City is able to liquidate their accounts at any time.

GASB Statement No. 40 requires the City to assign risk categories for its investments, except those in which securities are not used as evidence of the investment. Credit risk is the risk that an issuer of a debt type investment will not fulfill its obligation to the holder of the investment. The City’s exposure to credit risk is not available.

See accompanying independent auditors’ report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 2 – DEPOSITS AND INVESTMENT BALANCES (CONTINUED)**

The City does not have a policy for interest rate risk or concentration of credit risk, but does manage the portfolio to preserve the principal value. Additionally, the City carries an insurance policy, which guarantees that at a minimum, the City’s initial investment will be returned. Since all of the City’s cash needs cannot be anticipated, the above securities are traded in active secondary or resale markets.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Concentration of credit risk as defined by GASB exists when more than 5% of an investment portfolio is allocated to one security. As of September 30, 2025, the City had the following investments (and associated maturities) in its internal investment portfolio:

<b>Investment</b>	<b>Maturity Date</b>	<b>Cusip #</b>	<b>Fair Value</b>	<b>Less than 2 years</b>	<b>2-5 Years</b>	<b>6 - 10 Years</b>	<b>10 Years or More</b>	
<b>U.S. Agencies</b>								
Federal Farm CR Bks	9/16/2033	2033 3133ELA38	\$ 583,268	\$ -	\$ -	\$ 583,268	\$ -	
Federal Farm CR Bks	6/24/2032	2032 313ELP65	341,917	-	-	341,917	-	
Federal Farm CR Bks	10/26/2035	2035 3133EMEL2	305,564	-	-	-	305,564	
Federal Farm CR Bks	11/5/2035	2035 3133EMGC0	313,616	-	-	-	313,616	
Federal Farm CR Bks	5/4/2033	2033 3133ELYF5	209,100	-	-	209,100	-	
Federal Farm CR Bks	9/16/2033	2033 3133EL7L2	24,350	-	-	24,350	-	
Federal Farm CR Bks	3/25/2037	2037 3133ENSQ4	97,588	-	-	-	97,588	
Federal Home Loan Banks	5/4/2032	2032 3130AJJT7	301,620	-	-	301,620	-	
Federal Home Loan Banks	2/25/2031	2031 3130AKX68	435,961	-	435,961	-	-	
FNMA	9/9/2033	2033 3136G43A9	316,612	-	-	316,612	-	
				<b>\$ 2,929,596</b>	<b>\$ -</b>	<b>\$ 435,961</b>	<b>\$ 1,776,867</b>	<b>\$ 716,768</b>

**Restricted cash and cash equivalents**

The note payable to the Idaho Department of Rural Development requires a minimum of \$30,000 to be maintained in a separate bank account. The restricted cash and cash equivalents within the 2004-1 LID fund amount of \$284,517 represent the deposits the City has set aside to comply with this requirement.

Impact fees are restricted by statute for future capital improvements. Cash in these accounts are presented as restricted, total amounts restricted for impact fees amount to \$2,523,700.

**NOTE 3 – RECEIVABLES**

Receivables in the Government-wide Financial Statements consist of the following:

Governmental Activities Receivables	
Property tax receivables	\$ 41,920
Franchise fees receivables	75,101
State receivables	821,109
Special assessment receivables	160,350
Other receivables	47,533
Idaho Transportation Department	2,000,000
	<b>\$ 3,146,013</b>

See accompanying independent auditors’ report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 3 – RECEIVABLES**

Business-type receivables:

Sewer fund receivables	\$ 881,058
Less allowance for doubtful accounts	(41,252)
Miscellaneous billings receivable	81,546
	<u>\$ 921,352</u>

**NOTE 4 – CAPITAL ASSETS**

The changes in capital assets during fiscal year 2025 were as follows:

	Balance 9/30/2024	Increases	Decreases	Transfers & Adjustments	Balance 9/30/2025
<b>Governmental activities:</b>					
Capital assets, not being depreciated:					
Land	\$ 5,799,269	\$3,228,898	\$ 328,552	\$ -	\$ 8,699,615
Public art	171,395				171,395
Construction in progress	10,168,057	1,467,611	-	(3,468,629)	8,167,039
Total capital assets, not being depreciated	16,138,721	4,696,509	328,552	(3,468,629)	17,038,049
Capital assets being depreciated:					
Buildings and improvements	3,690,166	86,718	-	892,850	4,669,734
Machinery & equipment	5,558,519	335,648	51,346	4,214	5,847,035
Infrastructure	88,259,999	549,835	-	2,562,360	91,372,194
Total capital assets being depreciated	97,508,684	972,201	51,346	3,459,424	101,888,963
Less accumulated depreciation for:					
Buildings	1,979,486	106,352	-	-	2,085,838
Machinery & equipment	3,954,834	284,423	51,346	6,638	4,194,549
Infrastructure	70,705,490	1,356,803	-	-	72,062,293
Total accumulated depreciation	76,639,810	1,747,578	51,346	6,638	78,342,680
Total capital assets being depreciated, net	20,868,874	(775,377)	-	3,452,786	23,546,283
Total governmental activities capital assets, net	\$ 37,007,595	\$3,921,132	\$ 328,552	\$ (15,843)	\$ 40,584,332
	Balance 9/30/2024	Increases	Decreases	Transfers & Adjustments	Balance 9/30/2025
<b>Business-type activities:</b>					
Capital assets, not being depreciated:					
Land	\$ 681,692	\$ -	\$ -	\$ -	\$ 681,692
Construction in progress	4,345,324	7,748,149	-	(117,399)	11,976,074
Total capital assets, not being depreciated	5,027,016	7,748,149	-	(117,399)	12,657,766
Capital assets being depreciated:					
Machinery and equipment	1,558,212	-			1,558,212
Sewer system	10,499,502	24,777	-	117,399	10,641,678
Total capital assets being depreciated	12,057,714	24,777	-	117,399	12,199,890
Less accumulated depreciation					
Total capital assets being depreciated, net	4,890,004	259,137	-	-	5,149,141
Total business-type activities capital assets, net	\$ 12,194,726	\$7,513,789	\$ -	\$ -	\$ 19,708,515

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 4 – CAPITAL ASSETS**

Depreciation expense was charged to functions/programs for the primary government as follows:

Governmental activities:	
General government	\$ 90,749
Public safety	578
Highways and streets	1,502,558
Culture and recreation	153,693
Total depreciation expense-governmental activities	<u>\$ 1,747,578</u>
Business-type activities:	
Sewer	<u>\$ 259,137</u>

**NOTE 5 – LEASE RECEIVABLES AND REVENUE**

During the year ended September 30, 2025 the City established a 5-year commercial lease with Chomper Cafe for the Stoddard Barn located at 2345 W. Prairie Ave, Hayden, ID. The lease calls for monthly payments as follows:

September 30, 2025 - \$2,083 per month  
 September 30, 2026 - \$2,125 per month  
 September 30, 2027 - \$2,167 per month  
 September 30, 2028 - \$2,208 per month  
 September 30, 2029 - \$2,250 per month

The following is a schedule of future payments included in the measurement of the lease receivable as of September 30, 2025.

Fiscal Year ending September 30	Principal	Interest	Total
2026	\$ 23,701	\$ 1,799	\$ 25,500
2027	24,684	1,316	26,000
2028	25,687	813	26,500
2029	26,709	291	27,000
	<u>\$ 100,781</u>	<u>\$ 4,219</u>	<u>\$ 105,000</u>

**NOTE 6 – LONG-TERM LIABILITIES**

Changes in long-term obligations for the year ended September 30, 2025, are as follows:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year	Due in More Than One Year
Governmental Activities						
Compensated absences	\$ 245,539	\$ -	\$ 17,861	\$ 227,678	\$ 104,215	\$ 123,463
Note payable - Rural Development	472,320	-	21,216	451,104	22,118	428,986
Lease liability GASB 87	36,320	-	12,585	23,735	12,839	10,896
Capital leases	123,884	-	123,884	-	-	-
	<u>\$ 878,063</u>	<u>\$ -</u>	<u>\$ 175,546</u>	<u>\$ 702,517</u>	<u>\$ 139,172</u>	<u>\$ 563,345</u>
Business-type Activities						
Compensated absences	\$ -	\$ 16,950	\$ -	\$ 16,950	\$ 7,763	\$ 9,187
DEQ Note payable WW1310	5,077,368	-	379,550	4,697,818	386,258	4,311,560
DEQ Note payable WW1904	8,530,200	1,228,461	194,583	9,564,078	376,961	9,187,117
	<u>\$ 13,607,568</u>	<u>\$ 1,245,411</u>	<u>\$ 574,133</u>	<u>\$ 14,278,846</u>	<u>\$ 770,982</u>	<u>\$ 13,507,864</u>

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 6 – LONG-TERM LIABILITIES**

**DEQ Loan WW1310**

The City was the recipient of a loan program through the Department of Environmental Quality and the State of Idaho. Repayment terms are 20 years at 2.0% interest with semi-annual payments.

A reserve fund equal to one year's payment of principal, fees and interest is required to be established. The City has ten years to establish the reserve, setting aside 10% of one year's payment into the reserve fund each year. This requirement began in fiscal year ending September 30, 2017. The amount is shown as restricted cash on the Statement of Net Position of the sewer fund.

Presented below is a summary of debt service requirement to maturity by years:

<u>Fiscal Year ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 386,258	\$ 92,144	\$ 478,402
2027	394,022	84,380	478,402
2028	401,738	76,664	478,402
2029	410,017	68,385	478,402
2030	418,258	60,144	478,402
2031-2035	2,220,708	171,302	2,392,010
2036	466,817	11,185	478,002
	<u>\$ 4,697,818</u>	<u>\$ 564,204</u>	<u>\$ 5,262,022</u>

**DEQ Loan WW1904**

The City is the recipient of a loan program through the Department of Environmental Quality through the Idaho State Clean Water Revolving Fund. The total loan amount with capitalized interest is \$9,758,661. Repayment terms are 20 years at 2.75% interest with semi-annual payments.

A reserve fund equal to one year's payment of principal, fees and interest is required to be established. The City has ten years to establish the reserve, setting aside 10% of one year's payment into the reserve fund each year. The amount is shown as restricted cash on the Statement of Net Position of the sewer fund.

Presented below is a summary of debt service requirement to maturity by years:

<u>Fiscal Year ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 376,961	\$ 260,716	\$ 637,677
2027	387,399	250,278	637,677
2028	397,476	240,201	637,677
2029	409,131	228,546	637,677
2030	420,459	217,218	637,677
2031-2035	2,282,944	905,441	3,188,385
2036-2040	2,616,921	571,464	3,188,385
2041-2045	2,672,787	196,760	2,869,547
	<u>\$ 9,564,078</u>	<u>\$ 2,870,624</u>	<u>\$ 12,434,702</u>

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 6 – LONG-TERM LIABILITIES**

**Note Payable – Rural Development**

The City has a note payable to the Idaho Department of Rural Development. Proceeds from the note were used to finance construction costs related to the Government Way Project. The note has a fixed annual rate of 4.25% with payments due annually according to the following schedule:

<u>Fiscal Year ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 22,118	\$ 19,172	\$ 41,290
2027	23,058	18,232	41,290
2028	24,038	17,252	41,290
2029	25,060	16,230	41,290
2030	26,125	15,165	41,290
2031-2035	148,253	58,197	206,450
2036-2040	182,452	23,898	206,350
	<u>\$ 451,104</u>	<u>\$ 168,146</u>	<u>\$ 619,250</u>

**City as Lessee under GASB No. 87**

The City entered into an agreement to lease copiers for 5 years from Great America Financial Services beginning May of 2022. The lease terminates in July of 2027. Under the terms of the lease, the City pays a monthly fee of \$1,100. All lease payments are made by the general fund. The lease is recognized as a long-term liability in the statement of net position.

Future payments on the lease agreement are as follows:

<u>Fiscal Year ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 12,839	\$ 357	\$ 13,196
2027	10,896	100	10,996
	<u>\$ 23,735</u>	<u>\$ 457</u>	<u>\$ 24,192</u>

This lease agreement requires the City to also recognize a long-term asset identified as a right-to-use asset. The asset is amortized over the estimated life of the asset. During the fiscal year the City recorded \$12,321 in amortization. The City used an interest rate of 2% for the lease liability and right-to-use asset.

	<u>Balance</u> <u>9/30/2024</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>9/30/2025</u>
Governmental activities:				
Right-to-use assets:				
Copiers	\$ 65,714	\$ -	\$ -	\$ 65,714
Less accumulated amortization	30,804	12,321	-	43,125
Total right-to-use assets, net	<u>\$ 34,910</u>	<u>\$ (12,321)</u>	<u>\$ -</u>	<u>\$ 22,589</u>

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 7 – FUND BALANCE CLASSIFICATIONS**

The City has adopted GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Statement establishes criteria for classifying governmental fund balances into specifically defined classifications. Classifications are hierarchical and are based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the funds may be spent. Application of the Statement requires the City to classify and report amounts in the appropriate fund balance classifications. The City's accounting and finance policies are used to interpret the nature and/or requirements of the funds and their corresponding assignment of non-spendable, restricted, committed, assigned, or unassigned.

**The City reports the following classifications:**

Non-spendable – Amounts that cannot be spent either because they are not in a spendable form or because they are legally or contractually required to be maintained intact.

Restricted Fund Balance — Restricted fund balances are restricted when constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions are placed on fund balances when legally enforceable legislation establishes a specific purpose for the funds. Legal enforceability means that the City can be compelled by an external party (e.g., citizens, public interest groups, the judiciary) to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed Fund Balance — Committed fund balances are amounts that can only be used for specific purposes as a result of constraints imposed by the City Council. Amounts in the committed fund balance classification may be used for other purposes with appropriate due process by the City Council. Committed fund balances differ from restricted balances because the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance – Assigned fund balances are amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. Assigned fund balances do not have to be made by the City Council, they are more easily imposed and removed and they may be assigned for specific purposes even after the City's year end.

Unassigned Fund Balance – All amounts not included in other spendable classifications.

**NOTE 8 – RISK MANAGEMENT**

The City faces a number of risks of loss including damage to and loss of property and contents, professional liability, i.e. errors and omissions, and health insurance costs of employees. The City contracts with an insurance company for property insurance for property insurance and general liability insurance.

The City's workman's compensation coverage is provided by the Idaho State Insurance Fund.

*See accompanying independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 9 – DEFINED BENEFIT PENSION PLAN**

**PERSI BASE PLAN**

**Plan Description**

The City of Hayden contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at [www.persi.idaho.gov](http://www.persi.idaho.gov).

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

**Pension Benefits**

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (five months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

**Member and Employer Contributions**

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 72% for police and firefighters. As of June 30, 2025, it was 7.18% for general employees and 10.36% for police and firefighters. The employer contribution as a percent of covered payroll is set by the Retirement Board and was 11.96% for general employees and 13.48% for police and firefighters.

The City's contributions were \$292,366 for the year ended September 30, 2025.

**Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At September 30, 2025, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

The City's proportion of the net pension liability was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2025, the City's proportion was .04647445 percent.

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 9 – DEFINED BENEFIT PENSION PLAN**

For the year ended September 30, 2025, the City recognized pension expense (income) of \$243,231. At September 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 211,778	\$ -
Changes in assumptions or other inputs	-	197,622
Net difference between projected and actual earnings on pension plan investments	-	288,898
Changes in the City's proportion and differences between the City's contributions and the City's proportionate contributions	61,801	71,309
City's contributions subsequent to the measurement date	68,185	-
Total	\$ 341,764	\$ 557,829

\$68,185 reported as deferred outflows of resources related to pensions resulting from City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2025.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2023 the beginning of the measurement period ended June 30, 2024 is 4.4 and 4.4 for the measurement period ended June 30, 2025.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

Year ended June 30:	
2026	182,159
2027	(199,388)
2028	(166,631)
2029	(100,390)

**Actuarial Assumptions**

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2025, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases including inflation	3.15%
Investment rate of return-net of investment fees	6.55%
Cost-of-living (COLA) adjustments	1.00%

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 9 – DEFINED BENEFIT PENSION PLAN**

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries, as well as for the Judicial members. These rates were adopted for the valuation dated July 1, 2025.

**Contributing Members, Service Retirement Members, and Beneficiaries**

General Employees and All Beneficiaries - Males Pub-2010 General Tables, increased 11%.

General Employees and All Beneficiaries - Females Pub-2010 General Tables, increased 21%.

Teachers - Males Pub-2010 Teacher Tables, increased 12%

Teachers - Females Pub-2010 Teacher Tables, increased 21%.

Fire & Police - Males Pub-2010 Safety Tables, increased 21%.

Fire & Police - Females Pub-2010 Safety Tables, increased 26%

5% of Fire and Police active member deaths are assumed to be duty related. This assumption was adopted July 1, 2021.

Disabled Members - Males Pub-2010 Disabled Tables, increased 38%.

Disabled Members - Females Pub-2010 Disabled Tables, increased 36%

An experience study was performed for the period July 1, 2020, through June 30, 2024, which reviewed all economic and demographic assumptions other than mortality.

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries, as well as for the Judicial members. These rates were adopted for the valuation dated July 1, 2025.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of 2025.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 9 – DEFINED BENEFIT PENSION PLAN**

<b>Asset Class</b>	<b>Target Allocation</b>	<b>10-Year Projected Real Rate of Return</b>
Large Cap US Equity	22%	4.75%
Small/Mid Cap US Equity	10%	4.95%
International Equity	11%	4.75%
Emerging Markets Equity	11%	4.95%
Domestic Fixed	20%	2.25%
TIPS	10%	2.05%
Core Real Estate	8%	3.75%
Private Equity	8%	6.00%

**Discount Rate**

The discount rate used to measure the total pension liability was 6.55%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

**Sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate**

The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 6.55 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.55 percent) or 1-percentage-point higher (7.55 percent) than the current rate:

	1% Decrease (5.55%)	Current Discount Rate (6.55%)	1% Increase (7.55%)
City's proportionate share of the net pension liability (asset)			
Total Plan	\$ 2,703,935	\$ 1,123,828	\$ (167,050)

**Pension plan fiduciary net position**

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at [www.persi.idaho.gov](http://www.persi.idaho.gov).

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 10 – INTER-FUND TRANSFERS**

Individual fund inter-fund transfers at September 30, 2025 were as follows:

	<b>Transfers in</b>	<b>Transfers out</b>
General fund	\$ -	\$ 859,000
Capital projects fund	859,000	-
	<b>\$ 859,000</b>	<b>\$ 859,000</b>

The principle purpose for the transfer of funds from the general fund to the capital projects fund, was to account for capital projects of the City in a separate fund from the general fund.

**NOTE 11 – DEFERRED COMPENSATION PLAN**

The City of Hayden had a deferred compensation plan adopted under the provisions of Internal Revenue Code Section 457 (Deferred Compensation Plans with Respect to Service for State and Local Governments), which employees were able to participate in.

This plan is now closed and there is one prior employee that has funds remaining in this account.

The deferred compensation plan is administered by a financial advisor unrelated to the City. Under the terms of an IRC Section 457 deferred compensation plan, all deferred compensation and income attributable to the investment of the deferred compensation amounts held by the financial institution, until paid or made available to the employees or beneficiaries, are the property of the City, subject only to the claims of the City's general creditors. In addition, the participants in the plan have rights equal to those of the general creditors of the City, and each participant's rights are equal to his or her share of the fair market value of the plan assets. The City believes that it is unlikely that plan assets will be needed to satisfy any claims of general creditors. It is the opinion of the City's legal counsel that the City has no liability for losses under the plan but does have the duty of due care that would be required of an ordinary prudent investor. The deferred compensation plan assets are reported at market value in an agency fund.

**NOTE 12 – COMMITMENTS AND CONTINGENCIES**

Intergovernmental Grants

The City has received several federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to request for reimbursements to grantor agencies for expenditures disallowed under the terms of the grant. Based upon prior experience, City management believes such disallowances, if any, will be immaterial.

Litigation

The City is party to legal claims arising in the ordinary course of its business. In management's opinion, the City has adequate legal defenses or insurance coverage relative to these actions. Management does not believe any actions will materially affect the City's operations or financial position.

Wastewater Treatment Plant Upgrade and Expansion

By a Joint Powers Agreement between the City, the Hayden Lake Sewer District and Kootenai County Airport, the Hayden Area Regional Sewer Board ("HARSB" or "the Board") was created. HARSB was formed to construct and operate the sewage collection and treatment system. The sewer treatment system serves the County Airport, Hayden Lake Sewer District, and the City of Hayden. The City, District, and County each appoint representatives to the Board of Directors of HARSB.

*See accompanying independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 12 – COMMITMENTS AND CONTINGENCIES**

HARSB was originally organized to perform administrative, billing, maintenance, etc., of the system. Expenses paid by HARSB are reimbursed by the entities when they are billed. Individual audited financial statements are available from each entity.

The Board has been engaged in an ongoing matter with the IDAHO Department of Environmental Quality (IDEQ) regarding obtaining a renewed 401 Certification and resulting NPDES permit. The IDEQ has mandated significantly more stringent requirements related to the allowable Total Maximum Daily Load (TMDL) that the Board may discharge into the Spokane River. Noncompliance with these water quality standards would result in substantial and unsustainable fines imposed by regulators and would have a detrimental impact on the Board's finances and its ability to provide wastewater treatment services to its constituents.

In order to meet the revised TMDL limits as set forth by regulators and avoid such unsustainable financial penalties, the Board began to move forward with major wastewater treatment plant improvement and expansion plans in fiscal 2013, with construction starting in fiscal 2014. Accordingly, in November of 2012, the Board adopted a Facility Master Plan, which has served as a roadmap to bring the Board into compliance with the cleaner water quality standards mandated by the new permit. The final permit was issued in early fiscal 2015 and contained specific measurable compliance milestones over a 10-year period that the Board must meet with respect to water quality standards as set forth in the permit.

The Board's ability to successfully meet these requirements and avoid potential fines is dependent upon the Joint Powers Board members' ability to obtain the financing to pay for the necessary plant improvements as well as its ability to manage the phases of the upgrade and expansion project to completion in an effective and efficient manner so as to timely meet the agreed-upon compliance milestones.

In addition to the regulatory upgrades as discussed above, certain components of the existing treatment facility are in need of replacement due to obsolescence, wear, safety, overload and operating beyond the design life. A third component of the Facility Master Plan consists of expansion of existing capabilities to meet anticipated future needs due to growth.

Wastewater Treatment Plant Upgrade and Expansion Construction Commitments

The Board has completed Phase 1 of the facility master plan. The total costs incurred on Phase 1 were \$13,178,453. The City's portion, which was financed by a loan through the Idaho Department of Environmental Quality, was \$7,852,936.

Phase 2 of the Plan, which will complete the current draft permit regulatory and facility replacement requirements, is estimated to cost \$18,878,000. Of this amount, the City will be responsible for \$9,478,000. The City has obtained a loan through the Idaho Department of Environmental Quality for this amount. Construction began in 2021 and was completed in fiscal year 2025.

Wastewater Treatment Plant Upgrade and Expansion Financing of the Facility Master Plan

Each member of the Joint Powers Board is responsible for financing its share of the replacement and regulatory upgrade portion of the construction project. For Phase 2, each member's share of the costs was determined based upon the proportionate share of committed ER's as of January 1, 2013, with all uncommitted ER's assigned to the City. The expansion portion of the costs will be paid by HARSB, as agreed upon between HARSB & the City.

Wastewater Treatment Plant Upgrade and Expansion Accounting Treatment

HARSB is responsible for paying construction costs as incurred, and subsequently invoices the members of the Joint Powers Board for their respective allocated share of the costs. The amounts contributed by the Joint Powers Board members are being accounted for as a non-operating contribution of capital to HARSB.

*See accompanying independent auditors' report.*

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 13 – SPECIAL ITEMS**

Governmental Funds

Reimbursement to HURA:

Pursuant to the Participation Agreement with the Hayden Urban Renewal Agency for improvements for Ramsey Road, Wyoming Ave to Lancaster, should any gap funding paid by the City be returned, HURA would be reimbursed up to \$1,760,000 of their contributions. It was determined prior to September 30, 2025, that the City would receive at least \$2,000,000 of the gap funding, therefore, in March of 2026, the City reimbursed the Agency their initial contribution of \$1,760,000.

Reimbursement from Idaho Transportation Department of Gap Funding:

Pursuant to the Ramsey Road extension state and local agreement signed in June of 2024 which required the city to pay for its match funding at 7.34% and any gap funding that wasn't covered by the federal money and local match. Before bidding the city was required to submit to ITD a total of \$3,423,257, which included match funds at \$652,739 and Gap funds at \$2,770,518.

Once the project was estimated to be completed, it was apparent that the city would get back a portion of the GAP funding. In September of 2025, city staff made the request to ITD to return 2-million of the over allocated gap funds to the city. That payment was provided to the city on 3/16/26 via check by the state.

Sewer Fund

Reimbursement to Developers:

Pursuant to the construction cost share and reimbursement agreement with Stafford Holdings, Lennar and SUF, for the H-6 sanitary sewer basin construction, the City would reimburse the developer's gap funds contributions with 80% of all sewer cap fees collected from building permits sold within the Hayden Canyon Development. This was to commence when project was completed and submitted on a quarterly basis.

Reimbursement to HARSB:

Pursuant to the cooperative agreement with Hayden Area Regional Sewer Board for the H-6 Lift Station Force Main project, HARSB would provide 100% of its share of project costs up front to allow the City to begin the bidding process. The bid yielded a lower number than anticipated so this reimbursement is to return the unused portion back to HARSB.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 14 – PRIOR PERIOD ADJUSTMENT**

During the current year, the City discovered a financial statement error that caused the overstatement of September 30, 2024’s net position of the sewer fund/business-type activities in the amount of \$3,339,426, and a corresponding understatement of liabilities.

Money received from developers for the H-6 Sewer project that was to be repaid at project end with the revenue received from cap fees collected from building permits sold in the development was recorded as revenue when it should have been recorded as a liability.

Net Position - Business Type Activities - at September 30, 2024, as previously reported	\$ 19,108,058
Understatement of liabilities	<u>(3,339,426)</u>
Net Position - Sewer Fund - at September 30, 2024, as restated	<u>\$ 15,768,632</u>

**NOTE 15 – COMPONENT UNIT DISCLOSURES**

As disclosed in Note 1, Hayden Urban Renewal Agency meets the criteria for discrete presentation in the City’s financial statements as a component unit. The following paragraphs describe significant transactions between the two entities and provide relevant disclosures related to the Agency.

**Cash and Investments**

**General**

State statutes authorize the Agency’s investments and deposits. The Agency is authorized to invest in demand deposits, savings accounts, U.S. Government obligations and its agencies, obligations of Idaho and its agencies, fully collateralized repurchase agreements, prime domestic commercial paper, prime domestic bankers acceptances, bonds, debentures or notes of any corporation organized, controlled and operating within the U.S. which have at their purchase an “A” rating or higher, government pool and money market funds consisting of any of these securities listed. No violations of these categories have occurred during the year.

**Custodial Credit Risk**

Custodial credit risk is the risk that, in the event of a bank failure, the Agency’s deposits may not be returned to it. The Agency does not have a deposit policy for custodial credit risk as it deposits funds in financial institutions that are members of the U.S. Federal Deposit Insurance Corporation (FDIC) and has never experienced such a loss. As of September 30, 2025, the Agency’s deposits were exposed to custodial credit risk as follows:

**Custodial Credit Risk**

<i>Deposits without exposure to custodial credit risk:</i>	
Amount insured by FDIC or other agencies	\$ 216,762
<i>Deposits with exposure to custodial credit risk:</i>	
Amounts uninsured	-
Amount collateralized with securities held in trust, but no in the Agency's name	<u>3,783,287</u>
Total bank balance (deposits)	<u>\$ 4,000,049</u>

See accompanying independent auditors’ report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 15 – COMPONENT UNIT DISCLOSURES**

**Fair value**

The Agency's investments in 2a-7-like pools are valued based upon the value of pool shares. The Agency invests in one 2a-7-like pool, the Idaho State Investment Pool. The advisory board of the Idaho State Investment Pool is composed of members appointed pursuant to the requirements of the Public Funds Investment Act.

The State Investment Pool is duly chartered and administered by the State Treasurer's office and consists of US Treasury bills and notes, collateralized certificates of deposit and repurchase agreements. The pool does not include any involuntary participants.

The balances that the Agency has in the State Investment Pool are carried at its fair market value of \$3,783,287. The Agency's portion of the State Investment Pool had an unrealized gain of \$6,044 at September 30, 2025, which has been recorded and recognized in the financial statements.

The Agency considers funds held in the State Investment Pool to be cash equivalents, as the Agency is able to liquidate their account at any time.

**Credit risk**

The Idaho State Investment Pool does not have an established credit rating but invests in entities with a minimum credit rating of "A" as stipulated by Idaho code. The Agency does not have a formal policy for credit risk. Financial information on the investment pool can be obtained by contacting the Idaho State Treasurer.

**Capital Assets**

The following is a summary of fixed asset activity for the year ended September 30, 2025:

	Balance 9/30/2024	Increases	Decreases	Balance 9/30/2025
Capital assets, not being depreciated				
Land	\$ 1,425,273	\$ 34,800	\$ -	\$ 1,460,073
Capital assets, being depreciated				
Buildings and improvements	197,245	-	-	197,245
Less accumulated depreciation	29,586	4,931	-	34,517
Total capital assets being depreciated, net	167,659	(4,931)	-	162,728
Total capital assets, net	\$ 1,592,932	\$ 29,869	\$ -	\$ 1,622,801

**Transactions with Primary Government**

Effective August of the fiscal year ending September 30, 2017, the Agency has a contract with the City of Hayden whereby amounts paid to the City of Hayden would be based on actual hours worked by support staff. In total, the amounts paid to the City of Hayden for administrative services totaled \$4,942 for the fiscal year ending September 30, 2025, included in general government expenditures.

See accompanying independent auditors' report.

**City of Hayden**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 15 – COMPONENT UNIT DISCLOSURES**

**Commitments & Contingencies**

Rock Properties is a subdivision that created 19 commercial lots. The OPA was approved January 2022 for reimbursement of up to \$1,685,000 for Warren Street and Lancaster Road frontage improvements, as well as other public infrastructure paid through 75% of the HURA tax increment collected on the subject property. HURA received final costs, and the promissory note was executed in September 2022. The first reimbursement of increment was paid to Rock Properties in FY24 because the Hayden Village OPA was paid in full. The payment to Rock Properties in FY25 was \$50,274.

Marketplace at Miles OPA was approved August 2022 for reimbursement of up to \$40,000 for demolition of existing building at the intersection of Miles Avenue and Government Way paid through 75% of the HURA tax increment collected on the subject property. HURA received final costs, and the promissory note was executed in May 2024. The payment to Marketplace in FY25 was \$701.

Chubbs, LLC OPA was approved in September 2020 for removal of blighted structures and Hayden Avenue frontage improvements paid through 75% of the HURA tax increment collected on the subject property. The promissory note was executed in February 2023. The HURA obligation for this OPA is \$80,956. The payment to Chubbs, LLC in FY25 was \$14,998.

**Risk Management**

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees and natural disasters. The Agency contracts with an insurance company for property insurance (including boiler and machinery) and general liability insurance.

An outside insurance company protects professional liability with a \$2,000,000 liability and a \$3,000,000 umbrella. Errors and omissions liability have a \$2,000,000 liability with \$2,000,000 in the aggregate annually per insured. Additionally, crime, boiler and machinery insurance are maintained. Automobile liability has a \$2,000,000 single limit of liability.

**Redevelopment Projects**

Expenditures for redevelopment projects for Hayden Urban Renewal Agency for the fiscal year ended September 30, 2025, related to projects on Ramsey Road, Hayden City Hall as well as improvements at Croffoot Park.

Pursuant to the Participation Agreement with the Hayden Urban Renewal Agency for improvements for Ramsey Road, Wyoming Ave to Lancaster, should any gap funding paid by the City be returned, HURA would be reimbursed up to \$1,760,000 of their contributions. It was determined prior to September 30, 2025, that the City would receive at least \$2,000,000 of the gap funding, therefore, in March of 2026, the City reimbursed the Agency their initial contribution of \$1,760,000.

*See accompanying independent auditors' report.*

REQUIRED SUPPLEMENTARY INFORMATION

**City of Hayden**  
**GENERAL FUND**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES, BUDGET AND ACTUAL**  
**For the Year Ended September 30, 2025**

	*		
	Final	Actual	Variance
	Budgeted	Amounts	With Final
	Amounts	Amounts	Budget
<b>REVENUES</b>			
Intergovernmental revenue	\$ 3,938,043	\$ 3,778,861	\$ (159,182)
Taxes	2,632,406	2,646,433	14,027
Licenses and permits	914,500	1,425,159	510,659
Charges for services	239,270	335,088	95,818
Growth service fees	80,000	80,934	934
Grants	-	511,283	511,283
Interest income	56,400	1,283,896	1,227,496
Net increase (decrease) in the fair value of investments	-	32,927	32,927
Fines and forfeits	45,000	54,367	9,367
Contributions	-	11,516	
Miscellaneous revenues	57,200	47,829	(9,371)
Total revenues	<u>7,962,819</u>	<u>10,208,293</u>	<u>2,233,958</u>
<b>EXPENDITURES</b>			
General government	2,268,065	2,304,142	(36,077)
Public safety	1,494,301	1,357,224	137,077
Public works	3,415,129	2,243,112	1,172,017
Recreation	487,934	510,955	(23,021)
Capital expenditures	30,000	571,465	(541,465)
Debt service - principal retirement	16,461	136,469	(120,008)
Debt service - interest expense	5,943	4,771	1,172
Total expenditures	<u>7,717,833</u>	<u>7,128,138</u>	<u>589,695</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<u>244,986</u>	<u>3,080,155</u>	<u>2,823,653</u>
<b>OTHER FINANCING SOURCES</b>			
Proceeds from sale of capital assets	1,000	66,105	65,105
Transfers in	-	-	-
Transfers out	(859,000)	(859,000)	-
Total other financing sources	<u>(858,000)</u>	<u>(792,895)</u>	<u>65,105</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>(613,014)</u>	<u>2,287,260</u>	<u>2,888,758</u>
<b>FUND BALANCES, beginning</b>	613,014	12,203,876	11,590,862
<b>FUND BALANCES, ending</b>	<u>\$ -</u>	<u>\$ 14,491,136</u>	<u>\$ 14,479,620</u>

\* The budget was not amended

See accompanying notes to the financial statements  
independent auditors' report.

**City of Hayden**  
**IMPACT FEES - CIRCULATION**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES, BUDGET AND ACTUAL**  
**For the Year Ended September 30, 2025**

	*		
	Final	Actual	Variance
	Budgeted	Amounts	With Final
	Amounts	Amounts	Budget
<b>REVENUES</b>			
Grants	\$ 2,200,000	\$ 35,656	\$ (2,164,344)
HURA reimbursements	2,200,000	-	\$ (2,200,000)
Interest income	30,000	84,642	54,642
Net increase (decrease) in fmv of investments	-	(1,701)	(1,701)
Impact fees	456,394	1,039,650	583,256
Total revenues	4,886,394	1,158,247	(3,728,147)
<b>EXPENDITURES</b>			
Public works	6,003,900	-	6,003,900
Capital expenditures	-	1,486,830	(1,486,830)
Total expenditures	6,003,900	1,486,830	4,517,070
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(1,117,506)	(328,583)	788,923
<b>OTHER FINANCING SOURCES</b>			
Sale of general capital assets	-	-	-
Total other financing sources	-	-	-
<b>NET CHANGE IN FUND BALANCES</b>	(1,117,506)	(328,583)	788,923
<b>FUND BALANCES - beginning</b>	1,117,506	635,949	(481,557)
<b>FUND BALANCES - ending</b>	\$ -	\$ 307,366	\$ 307,366

\* Budget was not amended

See accompanying notes to the financial statements  
independent auditors' report.

**City of Hayden**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**  
**September 30, 2025**

**STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

**Budgetary Data**

Budgets are adopted on a basis consistent with generally accepted accounting principles. An annual budget is adopted for the general fund. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is not employed as an extension of formal budgetary integration in the general fund.

This is in conformance with Idaho State Statutes, which require that appropriations lapse at the end of a fiscal year and are not available to be carried forward to be used in addition to the succeeding year's appropriation. The budget was not amended in the current fiscal year.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. Prior to September 1, the administrator and directors, the mayor, and the City Council prepare a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted at the City hall to obtain taxpayer comments.
3. Prior to October 1, the budget is legally enacted through passage of an ordinance.
4. The City Council by following the same budgetary procedures used to adopt the original budget may amend it to a greater amount if additional revenue will accrue to the City as a result of increases in state or federal grants or allocations, as a result of an increase in revenues from any source other than ad valorem tax revenues or as a result of an increase in enterprise funds to finance the operation and maintenance of governmental facilities and services which are entirely or predominantly self-supporting by user charges.
5. Budgets are prepared on the modified accrual basis of accounting.
6. Formal budgetary integration is employed as a management control device during the year for the general fund, special revenue funds, debt service funds and capital project funds.

Lapsing of Appropriations – At the close of each year, all unspent appropriations revert to the respective funds from which they were appropriated and become subject to future appropriation.

The City properly prepared and published its budget for the year, as required by US generally accepted accounting principles and Idaho Code 33-2713A.

**City of Hayden**  
**SCHEDULE OF CITY'S SHARE OF NET PENSION LIABILITY**  
**PERSI – Base Plan**  
**Last 10 – Fiscal years**

	9/30/2025	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016
City of Hayden's portion of the net pension liability	0.0464745%	0.0440143%	0.0491675%	0.0486049%	0.0481758%	0.0508668%	0.0508388%	0.0526270%	0.0534658%	0.0538430%
City of Hayden's proportionate share of the net pension liability (asset)	\$1,123,828	\$1,123,828	\$1,962,115	\$1,914,431	\$ (38,048)	\$1,181,194	\$ 580,311	\$ 776,257	\$ 840,391	\$1,091,480
City of Hayden's covered-employee payroll	2,444,533	2,210,633	\$2,039,334	\$1,935,058	\$1,819,956	\$1,832,707	\$1,724,987	\$1,705,408	\$1,667,382	\$1,644,803
City of Hayden's proportional share of the net pension liability as a percentage of its Plan fiduciary net position as a percentage of the total pension liability	45.97%	50.84%	96.21%	98.93%	-2.09%	64.45%	33.64%	45.52%	50.40%	66.36%
	90.89%	85.54%	83.83%	83.09%	100.36%	88.22%	93.79%	91.69%	90.68%	87.26%

Data reported is measured as of June 30, 2025 (measurement date)

**SCHEDULE OF CITY'S CONTRIBUTIONS**  
**PERSI - Base Plan**  
**Last 10 - Fiscal Years**

	9/30/2025	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016
Statutorily required contribution	\$ 288,992	\$ 286,291	\$ 214,743	\$ 225,073	\$ 190,212	\$ 199,571	\$ 194,530	\$ 204,372	\$ 180,293	\$ 160,055
Contributions in relation to the statutorily required contribution	\$ 288,992	\$ 244,019	\$ 252,637	\$ 231,562	\$ 217,250	\$ 219,052	\$ 198,312	\$ 194,267	\$ 190,535	\$ 179,854
Contribution (deficiency) excess	\$ -	\$ 42,272	\$ (37,894)	\$ (6,489)	\$ (27,037)	\$ (19,481)	\$ (3,783)	\$ 10,106	\$ (10,242)	\$ (19,799)
City's covered-employee payroll	\$2,444,533	\$2,210,633	\$2,039,334	\$1,935,058	\$1,819,956	\$1,832,707	\$1,724,987	\$1,705,408	\$1,667,382	\$1,644,803
Contributions as a percentage of covered-employee payroll	11.82%	11.04%	12.39%	11.97%	11.94%	11.95%	11.50%	11.39%	11.43%	10.93%

Data reported is measured as of June 30, 2025 (measurement date)

*See accompanying notes to the financial statements independent auditors' report.*

## OTHER SUPPLEMENTARY INFORMATION

**City of Hayden**  
**COMBINING BALANCE SHEET – BY FUND TYPE**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**September 30, 2025**

	<b>Special Revenue Funds</b>	<b>Debt Service Funds</b>	<b>Total</b>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 129,510	\$ -	\$ 129,510
Other receivables	-	160,350	160,350
Restricted cash and cash equivalents	2,240,833	284,517	2,525,350
Total assets	<u>\$ 2,370,343</u>	<u>\$ 444,867</u>	<u>\$ 2,815,210</u>
<b>LIABILITIES</b>			
Vouchers payable	\$ 1,273	-	\$ 1,273
Total liabilities	<u>1,273</u>	<u>-</u>	<u>1,273</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue-special assessments	<u>-</u>	<u>160,350</u>	<u>160,350</u>
<b>FUND BALANCES</b>			
Restricted	2,240,833	284,517	2,525,350
Committed	128,237	-	128,237
Total fund balances	<u>2,369,070</u>	<u>284,517</u>	<u>2,653,587</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 2,370,343</u>	<u>\$ 444,867</u>	<u>\$ 2,815,210</u>

*See accompanying notes to the financial statements  
independent auditors' report.*

**City of Hayden**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND NET BALANCES**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2025**

	<b>Special Revenue Funds</b>	<b>Debt Service Funds</b>	<b>Total</b>
<b>REVENUES</b>			
Licenses and permits	\$ 45,735	\$ -	\$ 45,735
Intergovernmental revenue	36,682	-	36,682
Interest income	79,319	21,626	100,945
Net increase (decrease) in the fair value of investments	(1,424)	-	(1,424)
Impact fees	416,000	-	416,000
Special assessments payments	-	7,868	7,868
Total revenues	<u>576,312</u>	<u>29,494</u>	<u>605,806</u>
<b>EXPENDITURES</b>			
General government	74	-	74
Public works	-	3,612	3,612
Recreation	32,532	-	32,532
Capital expenditures	217,700	-	217,700
Debt service - principal payments	-	21,216	21,216
Debt service - interest expense	-	20,074	20,074
Total expenditures	<u>250,306</u>	<u>44,902</u>	<u>295,208</u>
Excess (deficiency) of revenues over (under) expenditures	<u>326,006</u>	<u>(15,408)</u>	<u>310,598</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>326,006</u>	<u>(15,408)</u>	<u>310,598</u>
<b>FUND BALANCES - beginning</b>	2,043,064	299,925	2,342,989
<b>FUND BALANCES - ending</b>	<u>\$ 2,369,070</u>	<u>\$ 284,517</u>	<u>\$ 2,653,587</u>

See accompanying notes to the financial statements  
independent auditors' report.

**City of Hayden**  
**COMBINING BALANCE SHEET**  
**NONMAJOR SPECIAL REVENUE FUNDS**  
**September 30, 2025**

	Honeysuckle Boat Launch	Council Media Center	Impact Fees Parks	Impact Fees Law Enforcement	Total
<b>ASSETS</b>					
Cash and cash equivalents	\$ 117,746	\$ 11,764	\$ -	\$ -	\$ 129,510
Restricted cash and cash equivalents	-	-	2,228,910	\$ 11,923	2,240,833
Total assets	<u>\$ 117,746</u>	<u>\$ 11,764</u>	<u>\$ 2,228,910</u>	<u>\$ 11,923</u>	<u>\$ 2,370,343</u>
<b>LIABILITIES</b>					
Vouchers payable	1,217	56	-	-	\$ 1,273
Total liabilities	<u>1,217</u>	<u>56</u>	<u>-</u>	<u>-</u>	<u>\$ 1,273</u>
<b>FUND BALANCES</b>					
Restricted	-		2,228,910	11,923	2,240,833
Committed	116,529	11,708	-	-	128,237
Total fund balances	<u>116,529</u>	<u>11,708</u>	<u>2,228,910</u>	<u>11,923</u>	<u>2,369,070</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 117,746</u>	<u>\$ 11,764</u>	<u>\$ 2,228,910</u>	<u>\$ 11,923</u>	<u>\$ 2,370,343</u>

*See accompanying notes to the financial statements  
independent auditors' report.*

**City of Hayden**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND NET BALANCES**  
**NONMAJOR SPECIAL REVENUE FUNDS**  
**For the Year Ended September 30, 2025**

	<b>Honeysuckle Boat Launch</b>	<b>Council Media Center</b>	<b>Impact Fees Parks</b>	<b>Impact Fees Law Enforcement</b>	<b>Total</b>
<b>REVENUES</b>					
Licenses and permits	\$ 45,735	\$ -	\$ -	\$ -	\$ 45,735
Intergovernmental revenue	-	-	36,682	-	36,682
Interest income	5,027	641	70,816	2,835	79,319
Net increase (decrease) in the fmv of investments	-	-	(1,424)	-	(1,424)
Impact fees	-	-	416,000	-	416,000
Total revenues	<u>50,762</u>	<u>641</u>	<u>522,074</u>	<u>2,835</u>	<u>576,312</u>
<b>EXPENDITURES</b>					
General government	-	74	-	-	74
Recreation	32,531	-	1	-	32,532
Capital expenditures	33,625	-	184,075	-	217,700
Total expenditures	<u>66,156</u>	<u>74</u>	<u>184,076</u>	<u>-</u>	<u>250,306</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(15,394)</u>	<u>567</u>	<u>337,998</u>	<u>2,835</u>	<u>326,006</u>
<b>NET CHANGE IN FUND BALANCES</b>					
	(15,394)	567	337,998	2,835	326,006
<b>FUND BALANCES - beginning</b>	131,923	11,141	1,890,912	9,088	2,043,064
<b>FUND BALANCES - ending</b>	<u>\$ 116,529</u>	<u>\$ 11,708</u>	<u>\$ 2,228,910</u>	<u>\$ 11,923</u>	<u>\$ 2,369,070</u>

See accompanying notes to the financial statements independent auditors' report.

REPORT REQUIRED BY GAO



1810 E Schneidmiller Ave. Ste. 310  
Post Falls, Idaho 83854  
208-777-1099

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and City Council  
City of Hayden  
Hayden, ID 83835

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hayden, Idaho, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City of Hayden's basic financial statements and have issued our report thereon dated May 7, 2026.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered City of Hayden, Idaho's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Hayden, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness City of Hayden, Idaho's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described below as 2025-1 that we consider to be a material weakness.

**2025-1 – Restatement of sewer fund net position**

Condition: The client identified developer contributions for a construction project that had been previously recorded as revenue in prior years, however, should have been recorded as a liability as the funds provided were to be repaid through sewer collection capitalization fees that the city collects from building permits issued in the Hayden Canyon PUD.

Criteria: The City of Hayden’s management is responsible for identifying and making adjusting and closing entries to their trial balance accounts for them to be materially stated.

Cause: Developer contributions that were to be repaid were recorded as revenues versus liabilities in the previous year.

Effect of Condition: The aggregate effect on the financial statements, if not corrected, would have been material to the financial statements.

Recommendation: We recommend that the financial management of the City continue to implement formal processes that would include a review and analysis of all accounts during their year-end closing process.

Response: The City acknowledges the error in reporting the contributions as revenue versus a liability and has created stability within their finance staff to ensure these types of things are handled correctly in the future. The finance department was in a position of high turnover and volatility at the time and that left room for these types of errors to happen.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City of Hayden’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**City of Hayden, Idaho’s Response to Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on the City of Hayden, Idaho’s response to the findings identified in our audit and described above. The city of Hayden, Idaho’s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Alpine Summit CPAs*

Alpine Summit CPAs  
Post Falls, ID  
May 7, 2026

- i. **ACTION ITEM** Approval of Audited Fiscal Year 2025 4th Quarter Financial Statement



# Memo

To: Mayor and Hayden City Council  
From: Jennifer Gahringer, Finance Director  
Date: May 12, 2026

**Agenda Item: Approval and Authorization to publish the Fiscal Year 2025 Q4 Financial Report**

---

## **Agenda Item Location**

Consent

## **Background and Recommended Action or Motion**

Staff recommends approval of and authorization to publish FY2025 Quarter 4 financial report on the City's website, pursuant to Idaho Code §50-1011 and §50-208.

Per Idaho Code quarterly financials are required to be posted within 30 days of quarter ending. This presentation to council is the compliance with this requirement. In order to be fully in compliance with the law, the publication shall also be either published in the paper or placed on the city's website for review by the public. The City has historically placed its financial reports on the website and this time staff is asking for the same authorization.

## **Functional Impact of Authorizing**

In accordance with the laws of Idaho, the filing is required by the city. Authorization to comply with the law is required in order for the document to be placed on the city's website.

## **Functional Impact of Not Authorizing**

Failing to authorize the reporting would cause the city to not be in compliance with Idaho laws.

## **Fiscal Impact**

There is no fiscal impact with this decision.

## **Attachment**

Publication report of FY2025 Quarter 4 financial records.

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN

(Required by Idaho Code 50-1011) 24-25  
Amended  
Budget

YTD Balance  
09/30/2025

% Bdgt  
Used

GL Number	Description			
<b>Fund: 110 GENERAL FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	609,013.70		0.00
	TRANSFERS IN	2,632,406.00	2,646,432.64	100.53
	GENERAL SALES/USE TAX	1,700,000.00	1,838,838.59	108.17
	FRANCHISE FEES	280,000.00	317,653.65	113.45
	COMMUNITY DEVELOPMENT FEES	644,000.00	1,062,599.81	165.00
	LICENSES & PERMITS	75,500.00	132,108.75	174.98
	INTERGOVERNMENTAL REVENUE	2,238,043.00	1,934,521.09	86.44
	STATE GOVERNMENT GRANTS	0.00		0.00
	CHARGES FOR SERVICES	77,050.00	81,448.62	105.71
	TRAFFIC FINES	45,000.00	54,366.96	120.82
	INTEREST REVENUES	50,000.00	350,387.65	700.78
	PRIVATE SOURCE DONATIONS	0.00	3,833.89	100.00
	OTHER FINANCING SOURCES	30,000.00	9,922.33	33.07
	PROCEEDS FROM CAPITAL ASSET DISPOSIT	1,000.00	66,104.80	6,610.48
	RECREATION PROGRAMS	159,620.00	252,765.22	158.35
	COMMUNITY EVENT REVENUE	22,200.00	29,157.50	131.34
	COMMISSIONS & COMMITTEES	0.00		0.00
	FEDERAL GOVERNMENT GRANTS	0.00	505,044.26	100.00
	TAXES NOT ON VALUE	0.00	5,501.35	100.00
	REFUND/REIMBURSEMENT	0.00	6,239.00	100.00
	<b>Revenues</b>	<b>8,563,832.70</b>	<b>9,296,926.11</b>	<b>108.56</b>
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	0.00		0.00
	COMMUNITY EVENT EXPENSES	33,750.00	30,441.75	90.20
	SALARIES & BENEFITS	3,436,264.55	3,396,141.04	98.83
	OPERATING EXPENSES	2,470,578.00	2,190,481.87	88.66
	INFORMATION TECHNOLOGY	155,100.00	296,048.74	190.88
	EQUIPMENT/VEHICLE MAINTENANCE & FUEL	208,952.15	93,171.26	44.59
	ROAD MAINTENANCE	1,330,784.00	926,950.04	69.65
	CAPITAL PURCHASES & PROJECTS	30,000.00	48,854.76	162.85
	CAPITAL LEASE PRINCIPAL	30,461.00	137,941.78	452.85
	CAPITAL LEASE INTEREST	5,943.00	5,073.29	85.37
	TRANSFERS OUT	859,000.00	859,000.00	100.00
	PRIOR PERIOD ADJUSTMENTS	0.00		0.00
	GRANT EXPENDITURES	0.00		0.00
	EMERGENCY PREPAREDNESS	3,000.00	2,073.68	69.12
	<b>Expenditures</b>	<b>8,563,832.70</b>	<b>7,986,178.21</b>	<b>93.25</b>
<b>Fund 110 - GENERAL FUND:</b>				
	TOTAL REVENUES	8,563,832.70	9,296,926.11	108.56
	TOTAL EXPENDITURES	8,563,832.70	7,986,178.21	93.25
	NET OF REVENUES & EXPENDITURES:	0.00	1,310,747.90	
<b>Fund: 111 GENERAL FUND INVESTMENTS</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	0.00		0.00
	TRANSFERS IN	0.00		0.00
	INTEREST REVENUES	0.00	948,389.62	100.00
	<b>Revenues</b>	<b>0.00</b>	<b>948,389.62</b>	<b>100.00</b>
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	0.00		0.00
	TRANSFERS OUT	0.00		0.00
	<b>Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund 111 - GENERAL FUND INVESTMENTS:</b>				
	TOTAL REVENUES	0.00	948,389.62	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES:	0.00	948,389.62	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN

Balance As of 09/30/2025

(Required by Idaho Code 50-1011)

GL Number	Description	24-25 Amended Budget	YTD Balance 09/30/2025	% Bdgt Used
<b>Fund: 112 HONEYSUCKLE BOAT LAUNCH FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	119,307.00		0.00
	LICENSES & PERMITS	36,000.00	45,729.00	127.03
	STATE GOVERNMENT GRANTS	0.00		0.00
	CHARGES FOR SERVICES	0.00	5.00	100.00
	INTEREST REVENUES	2,500.00	5,026.52	201.06
Revenues		157,807.00	50,760.52	32.17
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	119,307.00		0.00
	OPERATING EXPENSES	38,500.00	32,530.37	84.49
	CAPITAL PURCHASES & PROJECTS	0.00	33,624.82	100.00
Expenditures		157,807.00	66,155.19	41.92
Fund 112 - HONEYSUCKLE BOAT LAUNCH FUND:				
	TOTAL REVENUES	157,807.00	50,760.52	32.17
	TOTAL EXPENDITURES	157,807.00	66,155.19	41.92
	NET OF REVENUES & EXPENDITURES:	0.00	(15,394.67)	
<b>Fund: 113 VETERANS MEMORIAL FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	18,983.59		0.00
	INTEREST REVENUES	400.00	783.06	195.77
	PRIVATE SOURCE DONATIONS	2,600.00	900.00	34.62
Revenues		21,983.59	1,683.06	7.66
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	18,983.59		0.00
	OPERATING EXPENSES	3,000.00	960.31	32.01
Expenditures		21,983.59	960.31	4.37
Fund 113 - VETERANS MEMORIAL FUND:				
	TOTAL REVENUES	21,983.59	1,683.06	7.66
	TOTAL EXPENDITURES	21,983.59	960.31	4.37
	NET OF REVENUES & EXPENDITURES:	0.00	722.75	
<b>Fund: 114 COUNCIL MEDIA CENTER FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	10,376.27		0.00
	INTEREST REVENUES	400.00	641.25	160.31
Revenues		10,776.27	641.25	5.95
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	5,776.27		0.00
	CAPITAL PURCHASES & PROJECTS	5,000.00	73.17	1.46
Expenditures		10,776.27	73.17	0.68
Fund 114 - COUNCIL MEDIA CENTER FUND:				
	TOTAL REVENUES	10,776.27	641.25	5.95
	TOTAL EXPENDITURES	10,776.27	73.17	0.68
	NET OF REVENUES & EXPENDITURES:	0.00	568.08	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN

Balance As of 09/30/2025

(Required by Idaho Code 50-1011)

GL Number	Description	24-25 Amended Budget	YTD Balance 09/30/2025	% Bdg't Used
<b>Fund: 120 IMPACT FEE CIRCULATION FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	1,711,050.00		0.00
	COMMUNITY DEVELOPMENT FEES	0.00	15,062.71	100.00
	INTERGOVERNMENTAL REVENUE	2,200,000.00		0.00
	STATE GOVERNMENT GRANTS	0.00	35,656.19	100.00
	INTEREST REVENUES	30,000.00	82,940.45	276.47
	PROCEEDS FROM CAPITAL ASSET DISPOSIT	0.00		0.00
	DEVELOPMENT IMPACT FEES	456,394.00	1,024,587.10	224.50
	FEDERAL GOVERNMENT GRANTS	2,200,000.00		0.00
Revenues		<u>6,597,444.00</u>	<u>1,158,246.45</u>	<u>17.56</u>
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	593,544.00		0.00
	OPERATING EXPENSES	0.00		0.00
	CAPITAL PURCHASES & PROJECTS	0.00		0.00
	IMPACT FEE UPDATE	0.00		0.00
	PLANNED PROJECTS	3,803,900.00	1,486,830.01	39.09
	FEDERAL GOVERNMENT GRANTS	2,200,000.00		0.00
Expenditures		<u>6,597,444.00</u>	<u>1,486,830.01</u>	<u>22.54</u>
Fund 120 - IMPACT FEE CIRCULATION FUND:				
	TOTAL REVENUES	6,597,444.00	1,158,246.45	17.56
	TOTAL EXPENDITURES	6,597,444.00	1,486,830.01	22.54
	NET OF REVENUES & EXPENDITURES:	0.00	(328,583.56)	
<b>Fund: 121 IMPACT FEE PARKS FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	1,717,987.00		0.00
	INTERGOVERNMENTAL REVENUE	0.00	36,682.00	100.00
	STATE GOVERNMENT GRANTS	0.00		0.00
	INTEREST REVENUES	5,000.00	69,391.58	1,387.83
	DEVELOPMENT IMPACT FEES	334,108.00	415,999.00	124.51
	FEDERAL GOVERNMENT GRANTS	0.00		0.00
	GRANT CITY MATCH	0.00		0.00
Revenues		<u>2,057,095.00</u>	<u>522,072.58</u>	<u>25.38</u>
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	1,229,095.00		0.00
	OPERATING EXPENSES	0.00	4,882.00	100.00
	CAPITAL PURCHASES & PROJECTS	0.00		0.00
	IMPACT FEE UPDATE	0.00		0.00
	PLANNED PROJECTS	828,000.00	179,192.84	21.64
Expenditures		<u>2,057,095.00</u>	<u>184,074.84</u>	<u>8.95</u>
Fund 121 - IMPACT FEE PARKS FUND:				
	TOTAL REVENUES	2,057,095.00	522,072.58	25.38
	TOTAL EXPENDITURES	2,057,095.00	184,074.84	8.95
	NET OF REVENUES & EXPENDITURES:	0.00	337,997.74	
<b>Fund: 122 IMPACT FEE LAW ENFORCEMENT FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	5,524.39		0.00
	INTEREST REVENUES	0.00	2,835.42	100.00
Revenues		<u>5,524.39</u>	<u>2,835.42</u>	<u>51.33</u>
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	0.00		0.00
	CAPITAL PURCHASES & PROJECTS	5,524.39		0.00
	PLANNED PROJECTS	0.00		0.00
	RESERVES & CONTINGENCIES	0.00		0.00
Expenditures		<u>5,524.39</u>	<u>0.00</u>	<u>0.00</u>
Fund 122 - IMPACT FEE LAW ENFORCEMENT FUND:				
	TOTAL REVENUES	5,524.39	2,835.42	51.33
	TOTAL EXPENDITURES	5,524.39	0.00	0.00
	NET OF REVENUES & EXPENDITURES:	0.00	2,835.42	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN

Balance As of 09/30/2025

(Required by Idaho Code 50-1011)

GL Number	Description	24-25 Amended Budget	YTD Balance 09/30/2025	% Bdgt Used
<b>Fund: 123 2004-1 ENHANCEMENT LID FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	297,336.17		0.00
	SPECIAL ASSESSMENTS	30,357.35	15,831.46	52.15
	INTEREST REVENUES	4,000.00	13,661.51	341.54
Revenues		331,693.52	29,492.97	8.89
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	285,902.37		0.00
	SALARIES & BENEFITS	4,461.15	3,610.75	80.94
	OPERATING EXPENSES	40.00		0.00
	DEBT SERVICE	41,290.00	41,290.00	100.00
Expenditures		331,693.52	44,900.75	13.54
Fund 123 - 2004-1 ENHANCEMENT LID FUND:				
	TOTAL REVENUES	331,693.52	29,492.97	8.89
	TOTAL EXPENDITURES	331,693.52	44,900.75	13.54
	NET OF REVENUES & EXPENDITURES:	0.00	(15,407.78)	
<b>Fund: 130 MAJOR CAPITAL PROJECTS FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	1,208,020.00		0.00
	TRANSFERS IN	839,000.00	859,000.00	102.38
	INTERGOVERNMENTAL REVENUE	0.00		0.00
	OTHER FINANCING SOURCES	0.00	3,735,095.32	100.00
	FEDERAL GOVERNMENT GRANTS	0.00	1,047,181.37	100.00
	GENERAL LT DEBT ISSUED	0.00		0.00
	LOCAL GOVERNMENT GRANTS	0.00	10,000.00	100.00
Revenues		2,047,020.00	5,651,276.69	276.07
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	317,520.00		0.00
	INTERGOVERNMENTAL REVENUE	0.00	1,760,000.00	100.00
	CAPITAL PURCHASES & PROJECTS	1,614,500.00	3,325,714.22	205.99
	TRANSFERS OUT	0.00		0.00
	PLANNED PROJECTS	115,000.00	66,817.72	58.10
Expenditures		2,047,020.00	5,152,531.94	251.71
Fund 130 - MAJOR CAPITAL PROJECTS FUND:				
	TOTAL REVENUES	2,047,020.00	5,651,276.69	276.07
	TOTAL EXPENDITURES	2,047,020.00	5,152,531.94	251.71
	NET OF REVENUES & EXPENDITURES:	0.00	498,744.75	
<b>Fund: 131 PAYMENT IN-LIEU OF IMPROVEMENTS</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	380,952.19		0.00
	INTEREST REVENUES	6,000.00	17,262.51	287.71
	PAYMENT IN LIEU OF IMPROVEMENTS	0.00	10,207.24	100.00
Revenues		386,952.19	27,469.75	7.10
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	376,952.19		0.00
	TRANSFERS OUT	0.00		0.00
	PAYMENT IN LIEU OF PROJECT EXPENSE	10,000.00		0.00
Expenditures		386,952.19	0.00	0.00
Fund 131 - PAYMENT IN-LIEU OF IMPROVEMENTS:				
	TOTAL REVENUES	386,952.19	27,469.75	7.10
	TOTAL EXPENDITURES	386,952.19	0.00	0.00
	NET OF REVENUES & EXPENDITURES:	0.00	27,469.75	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN

Balance As of 09/30/2025

(Required by Idaho Code 50-1011)

GL Number	Description	24-25 Amended Budget	YTD Balance 09/30/2025	% Bdgt Used
<b>Fund: 180 CITY MUSEUM FIDUCIARY FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	1,234.50		0.00
	INTEREST REVENUES	45.00	54.22	120.49
	PRIVATE SOURCE DONATIONS	0.00		0.00
Revenues		1,279.50	54.22	4.24
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	1,279.50		0.00
Expenditures		1,279.50	0.00	0.00
Fund 180 - CITY MUSEUM FIDUCIARY FUND:				
TOTAL REVENUES		1,279.50	54.22	4.24
TOTAL EXPENDITURES		1,279.50	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	54.22	
<b>Fund: 185 SEWER CONNECTION ASSISTANCE FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	12,549.00		0.00
	INTEREST REVENUES	495.00	598.49	120.91
Revenues		13,044.00	598.49	4.59
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	10,044.00		0.00
	CAPITAL PURCHASES & PROJECTS	3,000.00		0.00
Expenditures		13,044.00	0.00	0.00
Fund 185 - SEWER CONNECTION ASSISTANCE FUND:				
TOTAL REVENUES		13,044.00	598.49	4.59
TOTAL EXPENDITURES		13,044.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	598.49	
<b>Fund: 210 SEWER OPER. &amp; MAINT. FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	4,706,742.00		0.00
	TRANSFERS IN	0.00		0.00
	SEWERAGE CHARGES	5,351,684.00	5,556,776.20	103.83
	INTEREST REVENUES	5,000.00	2,063.12	41.26
	OTHER FINANCING SOURCES	0.00	112,349.17	100.00
	AGENCY FINANCING	0.00		0.00
Revenues		10,063,426.00	5,671,188.49	56.35
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	2,984,113.18		0.00
	SALARIES & BENEFITS	561,480.25	476,864.47	84.93
	OPERATING EXPENSES	3,963,056.00	3,501,786.30	88.36
	EQUIPMENT/VEHICLE MAINTENANCE & FUEL	2,700.00	1,067.87	39.55
	CAPITAL PURCHASES & PROJECTS	330,000.00		0.00
	TRANSFERS OUT	2,033,776.57	1,007,240.88	49.53
	PRIOR PERIOD ADJUSTMENTS	0.00		0.00
	PLANNED PROJECTS	0.00		0.00
	LIFT PUMP STATION R&M	120,300.00	97,806.25	81.30
	LIFT PUMP STATION UTILITIES	68,000.00	50,193.64	73.81
	PENSION EXPENSE	0.00	21,356.00	100.00
Expenditures		10,063,426.00	5,156,315.41	51.24
Fund 210 - SEWER OPER. & MAINT. FUND:				
TOTAL REVENUES		10,063,426.00	5,671,188.49	56.35
TOTAL EXPENDITURES		10,063,426.00	5,156,315.41	51.24
NET OF REVENUES & EXPENDITURES:		0.00	514,873.08	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN

Balance As of 09/30/2025

(Required by Idaho Code 50-1011)

GL Number	Description	24-25 Amended Budget	YTD Balance 09/30/2025	% Bdg't Used
<b>Fund: 211 SEWER CAPITALIZATION FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	2,548,959.00		0.00
	TRANSFERS IN	0.00		0.00
	INTERGOVERNMENTAL REVENUE	0.00		0.00
	SEWERAGE CHARGES	1,841,508.00	1,867,235.92	101.40
	INTEREST REVENUES	14,000.00	10,918.14	77.99
	OTHER FINANCING SOURCES	3,690,000.00	5,120.00	0.14
	PLANNED PROJECTS	5,979,433.00	610,965.54	10.22
	FEDERAL GOVERNMENT GRANTS	0.00		0.00
	AGENCY FINANCING	0.00		0.00
Revenues		14,073,900.00	2,494,239.60	17.72
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	2,577,302.00		0.00
	OPERATING EXPENSES	1,041,548.00	1,044,382.02	100.27
	CAPITAL PURCHASES & PROJECTS	10,455,050.00		0.00
	TRANSFERS OUT	0.00		0.00
	PRIOR PERIOD ADJUSTMENTS	0.00		0.00
	PLANNED PROJECTS	0.00		0.00
	DEBT SERVICE	0.00	73,267.00	100.00
Expenditures		14,073,900.00	1,117,649.02	7.94
Fund 211 - SEWER CAPITALIZATION FUND:				
TOTAL REVENUES		14,073,900.00	2,494,239.60	17.72
TOTAL EXPENDITURES		14,073,900.00	1,117,649.02	7.94
NET OF REVENUES & EXPENDITURES:		0.00	1,376,590.58	
<b>Fund: 212 WASTEWATER REVENUE BOND FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	2,333,200.82		0.00
	TRANSFERS IN	1,225,070.00	797,240.88	65.08
	INTEREST REVENUES	0.00	62,938.80	100.00
Revenues		3,558,270.82	860,179.68	24.17
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	2,460,589.25		0.00
	OPERATING EXPENSES	0.00		0.00
	DEBT SERVICE	1,097,681.57	222,375.88	20.26
Expenditures		3,558,270.82	222,375.88	6.25
Fund 212 - WASTEWATER REVENUE BOND FUND:				
TOTAL REVENUES		3,558,270.82	860,179.68	24.17
TOTAL EXPENDITURES		3,558,270.82	222,375.88	6.25
NET OF REVENUES & EXPENDITURES:		0.00	637,803.80	
<b>Fund: 213 SEWER ASSET REPLACEMENT FUND</b>				
<b>Account Category: Revenues</b>				
	FUND BALANCE CARRYOVER	1,000,000.00		0.00
	TRANSFERS IN	210,000.00	210,000.00	100.00
	INTEREST REVENUES	0.00		0.00
Revenues		1,210,000.00	210,000.00	17.36
<b>Account Category: Expenditures</b>				
	FUND BALANCE CARRYOVER	1,210,000.00		0.00
	RESERVES & CONTINGENCIES	0.00		0.00
Expenditures		1,210,000.00	0.00	0.00
Fund 213 - SEWER ASSET REPLACEMENT FUND:				
TOTAL REVENUES		1,210,000.00	210,000.00	17.36
TOTAL EXPENDITURES		1,210,000.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	210,000.00	
Report Totals:				
TOTAL REVENUES - ALL FUNDS		49,100,048.98	26,926,054.90	54.84
TOTAL EXPENDITURES - ALL FUNDS		49,100,048.98	21,418,044.73	43.62
NET OF REVENUES & EXPENDITURES:		0.00	5,508,010.17	

- B. **ACTION ITEM** Appeal of Staff's Determination - Bettis Addition Minor Subdivision Expiration



# Memo

To: Mayor and Hayden City Council

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

Date: 5/12/2026

**Agenda Item: Appeal of Staff's Determination - Bettis Addition Minor Subdivision Expiration**

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## **Agenda Item Location**

New Business

## **Background Information**

The developer for the Bettis Addition subdivision (J2021-0146) executed the Memorandum of Understanding (MOU) for their proposed subdivision in May 2021, at the current 480 E Orchard Avenue address. Per Hayden City Code (HCC) 12-3-4(G), the approval duration is 2 years from the executed MOU, after which the developer may apply for and receive three 1-year extensions for good cause if actual work has commenced and is continuing, up to a maximum approval duration of 5 years. The City Council has granted two 1-year extensions, making the expiration date of the subdivision May 28, 2025.

The developer uploaded documents prior to the project expiration; however, they failed to provide a full final plat application as defined by HCC 12-3-3, as the fees invoiced were not paid. Staff notified them multiple times from before their approval expired in March 2025, to November 2025 and continued to attempt to reach them through March 2026 to rectify partially constructed infrastructure. Staff determined that, due to these stated reasons, this subdivision has expired.

In March 2026, the developer expressed interest in starting construction on the project again. Most recently, the developer was notified of the expiration of Bettis Addition with a final written decision on April 2, 2026, regarding the subdivision expiration, and they have appealed this decision pursuant to HCC 1-1-5.

The two options for this appeal that the staff presents to Council are:

### **Option 1:**

Grant an exclusive extension to the Bettis Addition minor subdivision, with the condition that they shall resubmit construction plans for staff review and approval to current codes and standards, and the construction work identified on the approved plans shall be completed within 1-year of the construction plan re-approval.

### **Option 2:**

Uphold the expiration date of May 28, 2025. The developer may choose to apply for a minor subdivision, beginning with the preliminary plat process. This would start the project at the beginning and hold the public and agency noticing requirements typical of all proposed minor subdivisions.

Staff recommends the Council select either Option 1 or 2 so staff and the developer have a clear path forward.

**Fiscal Impact**

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

**Budget Funding Source / Transfer Request**

N/A

**Attachment**

- Vicinity Map
- Preliminary Plat
- Staff's Written Decisions
- Hayden City Code 12-3-3 and 12-3-4(G)
- Appeal from Bart North
- Final Plat Invoice

Figure 1 - Vicinity Map







8930 N Government Way | Hayden, ID 83835

11/10/2025

Nate Bettis  
PO Box 662  
Hayden, ID 83835  
[kbettisexcavating@gmail.com](mailto:kbettisexcavating@gmail.com)

RE: J2021-0146 Bettis Addition Subdivision Expiration

Good Day,

The Bettis Addition subdivision began in 2021 and received extensions to complete the project to include plat recordation by March 28, 2025. The last inspection on the project site was completed on October 27, 2022. A final plat was submitted to the City of Hayden on March 6, 2025; however, no fees were ever paid and therefore the review was never started. Hayden City Code §12-3-4(G) identifies the approval duration as follows:

Failure to file the final plat application within two (2) years after the date of City Council approval of the master development agreement which approved the preliminary plat shall cause all approvals of said subdivision plan to be null and void, unless an extension of one year has been applied for by the developer and approved by the City Council, except as provided for in subsection 13 of this section. After the two (2) years have elapsed, the developer may apply for and receive additional extensions for good cause of time if actual work has been commenced and is continuing on the installation of the improvements up to a maximum of five (5) years, after which the preliminary plat approval shall be null and void and reapplication for a new preliminary plat application shall be required.

As the last inspection occurred three years ago, it is clear that continuing installation of improvements has not occurred. Therefore, according to the City's records the above-mentioned project has **expired**.

If you have any additional questions, please contact me at 208-209-2020 or [dphillips@haydenid.gov](mailto:dphillips@haydenid.gov).

Sincerely,

A handwritten signature in blue ink that reads "Donna Phillips".

**Donna Phillips, GISP**  
Community Development Director



April 2, 2026

Kenton Bettis  
PO Box 662  
Hayden, ID 83835

*Sent via Electronic Mail*

Re: Bettis Addition (J2021-0146 – PZE-21-0044 & PZE-21-0156) Expiration Final Decision

Dear Landowners,

As indicated most recently in my email on March 27, 2026, and in accordance with Hayden City Code (HCC) 12-3-4(G), the subdivision with the proposed name of Bettis Addition (Project) expired on May 28, 2025.

The Project requested and were granted two extensions to your Project. Although you uploaded final plat documents before the expiration date from the second extension, you did not pay the required application fees, as required in HCC 12-3-3. Accordingly, the approvals associated with this Project have lapsed.

Please consider this letter a final decision. If you wish to appeal, you may do so in writing within fourteen (14) days of this letter, pursuant to HCC 1-1-5. The deadline to file an appeal is April 16, 2026.

The decision does not relieve you of your obligation to abandon the partially constructed infrastructure, as identified in letters from Alan Soderling dated January 14, 2026 and March 13, 2026, which are attached for reference.

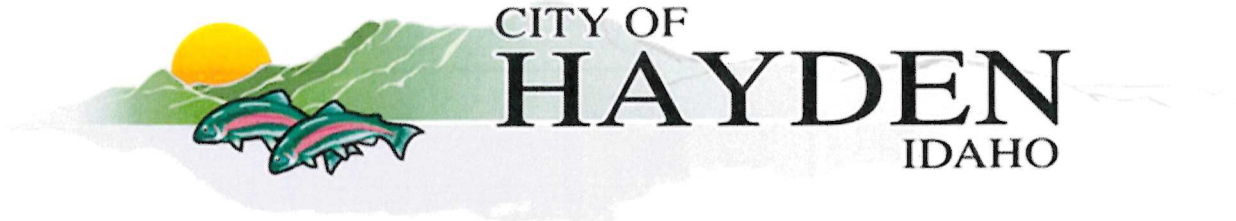
You may reapply through our portal for new permits. Any new application will be reviewed in accordance to current codes and standards. If you elect to proceed in this manner, please refer to the checklists on our website under the [Planning Department's webpage](#).

Sincerely,

A handwritten signature in blue ink, appearing to read "Dulci Kau", is written over a light blue horizontal line.

Dulci Kau, P.E.  
City Engineer

Cc via electronic mail: Bart North, Lisa Ailport, Fonda Jovick, Alan Soderling, Donna Phillips, Ty Kovatch



ATTACHMENT

January 14, 2026

Ken Bettis  
P.O. Box 662  
Hayden, Idaho 83835-0662

Dear Mr. Bettis,

As you are aware, your application for a subdivision on parcel H045024101AD, located at 480 E. Orchard has expired. In pursuit of your application, you were required to construct sewer infrastructure. With the expiration of your application, the City needs to visually inspect your sewer connections to ensure that it is properly capped and the public sewer system is not being adversely affected. In addition, you are required to submit record drawings stamped by a licensed engineer which provide the limits of these improvements.

The City will return your bond once these important steps are resolved. Please contact me at your earliest convenience to communicate your plan to resolve these issues, I can be reached at 208.209.2018.

Prior to scheduling your inspection, please ensure that you are prepared to provide a visual inspection of your capped sewer connections. To schedule your inspection, contact Jeston Perez at 208.209.1084.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Soderling", is written over a faint, dotted-line signature strip.

Alan Soderling, P.E.  
Public Works Director  
City of Hayden

Cc: Nate Bettis, Bart North



ATTACHMENT

March 13, 2026

Ken Bettis  
P.O. Box 662  
Hayden, Idaho 83835-0662

Dear Mr. Bettis,

I am following up on my January 14, 2026 letter regarding your expired subdivision application for parcel H045024101AD, located at 480 E. Orchard and your obligation to provide the City record drawings stamped by an engineer of the sewer infrastructure you installed, and provide the opportunity for the City to visually inspect your sewer connections to ensure that they are properly capped and the public sewer system is not being adversely affected.

It has been nearly 60 days and you have not responded to resolve these issues. **If you do not respond by Friday, April 3, 2026, the City will initiate work to perform the work outlined above using our contractors, at your expense. You will forfeit the bond you provided, and if that is not sufficient to cover the City's cost, the City will pursue recovery of any difference from you.**

We encourage you to respond to our communications and bring these issues to resolution, which would enable the City to return your bond. Please contact me at your earliest convenience to communicate your plan to resolve these issues, I can be reached at 208.209.2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Soderling", with a horizontal line extending to the right.

Alan Soderling, P.E.  
Public Works Director  
City of Hayden

Cc: Nate Bettis, Bart North

**12-3-3: APPLICATION:**

A. Prior to submittal of a formal subdivision application, the developer shall have completed a preapplication meeting with City staff to review the proposal. A developer seeking a preapplication meeting shall submit a copy of a concept plan to the Planning Department. A preapplication meeting will be scheduled at the earliest available date, upon receipt of the required conceptual plans and application by the City. The scope of the preapplication meeting shall include, but not be limited to:

1. The general subdivision process.
2. Overall design, lot sizes, and street layout.
3. Preliminary utility design.
4. Conformity to this Code, City standards, and policies.
5. Potential off site impacts/mitigations.
6. Off site/on site improvements.

Additional preapplication reviews may be scheduled when, in the collective judgment of staff, the proposed subdivision is extraordinarily complex, proposes large impacts to City infrastructure, or requires extraordinary staff time. When all issues have been adequately addressed, staff shall issue a written notice to proceed with subdivision application.

B. Following the completion of the preapplication meeting, a completed application for a subdivision plan approval may be submitted to and accepted by the City. Said application shall be on a form provided by the City. Along with the application the developer shall submit three (3) copies of the subdivision plan on eighteen inch by twenty seven inch (18" x 27") paper, one copy on eleven inch by seventeen inch (11" x 17") paper, and one copy on eight and one-half inch by eleven inch (8<sup>1</sup>/<sub>2</sub>" x 11") paper. Details and specifications shall conform to the standards described in section 12-3-4 of this chapter and the Idaho Code.

Each application shall be accompanied by a fee in an amount to be established by the resolution of the Council. (Ord. 542, 1-27-2015)

**12-3-4: PROCEDURES:**

A. Subdivision Plan Standards: Every subdivision plan shall consist of one or more maps, prepared by an engineer or surveyor licensed in the State of Idaho and drawn to a scale that is reasonable and legible with written data which considered together, they shall fully and clearly disclose the following information:

1. The name of the proposed subdivision;
2. The legal description of the land contained within the subdivision;
3. The names, mailing addresses, telephone numbers, fax numbers and e-mail addresses of the applicant and all persons, firms and corporations holding interests in said land;
4. Proof of ownership and consent from all property owners and lienholders granting authorization to subdivide the property and the name and contact information of the authorized agent;
5. A list, prepared by a title company licensed to do business in the State of Idaho, of the names and mailing addresses of all property owners whose property is within or adjacent to the area bounded by lines three hundred feet (300') from the external boundary of the entire proposal area. Such list shall be provided on self-adhesive labels in the number of copies necessary for the hearing(s) scheduled. Said list shall be accompanied by a date stamped tax map prepared by Kootenai County;
6. The name, a mailing address, telephone number, fax number, and e-mail address of the Idaho licensed engineer that prepared the plan;
7. The location of the boundary lines of the proposed subdivision in relation to section, quarter section and quarter-quarter section lines and any adjacent corporate boundaries of the City which are part of the legal description of the property;
8. The boundaries and dimensions of all blocks and lots within the proposed subdivision together with the numbers proposed to be assigned each block and lot. A lot utilized for open space, placement of utility infrastructure such as a lift station, and the like shall be titled a "tract";
9. A data table showing the number of lots, the smallest, largest and average lot area within the proposal site, the total acreage of the entire proposal area, and the density in lots per acre;
10. A statement of proposed provisions for irrigation/domestic water supplies and sewage disposal in the form of a will serve letter from the applicable purveyor, and the Idaho Department of Environmental Quality approved facility plan, if applicable;
11. A sketch map of the general vicinity in which the land proposed for subdivision lies prepared at a scale of not more than four hundred feet (400') to the inch. The vicinity map shall show all adjacent lots and shall show how the streets and

cul-de-sac shall be limited to four hundred feet (400') in length measured from the edge of adjacent street right-of-way to the back of the cul-de- sac, unless an exception to this standard is allowed by the City Engineer.

f. Provisions have been made for parks and open space that are consistent with the adopted Parks Master Plan, as amended, and that satisfies the City's requirement.

4. Provisions have been made for erosion controls and geohazards stabilization both during construction and as needed for permanent controls to the satisfaction of the City.

5. Provisions have been made for gas, power, telecommunications, mailboxes, and similar infrastructure.

6. Provisions have been made for driveway locations that take into consideration the width and location of the driveway in relation to the location of snow storage, utility boxes, crosswalks, adjacent roads, mailboxes and the like.

7. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this Code.

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

G. Approval Duration: Failure to file the final plat application within two (2) years after the date of City Council approval of the master development agreement which approved the preliminary plat shall cause all approvals of said subdivision plan to be null and void, unless an extension of one year has been applied for by the developer and approved by the City Council, except as provided for in subsection I3 of this section. After the two (2) years have elapsed, the developer may apply for and receive additional extensions for good cause of time if actual work has been commenced and is continuing on the installation of the improvements up to a maximum of five (5) years, after which the preliminary plat approval shall be null and void and reapplication for a new preliminary plat application shall be required.

H. Changes, Alterations Or Deletions:

1. Upon issuance of agency and/or public hearing notices, and prior to approval of the preliminary subdivision plan by the City Council, any alterations of the plan must be reviewed by the Community and Economic Development Director or his/her designee to determine if the alterations are considered substantive. If the amendment is major or involves a substantial or significant change to the plan, said changes may be subject to agency and public notice requirements as detailed in subsection B of this section.

2. After approval of the subdivision plan and before approval of a final subdivision plat, the City Engineer may, in writing, approve minor changes of the plan. If an amendment is major or involves a substantial change in the conditions of approval, the same procedures for a public hearing for subdivision plan approval must be followed to address the requested amendment. The public hearing on the proposed amendment shall be limited to the proposed amendment, and the commission shall make a decision to recommend approval, approval with conditions, or denial. The recommendation will be brought forward for City Council decision as an addendum to the development agreement.

I. Phasing Of Subdivisions:

1. Subdivisions may be phased, to be developed in portions periodically according to a proposed schedule, so long as each phase contains all of the necessary improvements to function as a subdivision without the completion of any of the other phases. The developer shall indicate plans for phasing at the time of application. The plans shall show proposed phasing boundaries, proposed interim or temporary solutions to sanitary sewer systems and to the handling of traffic on local streets within the subdivision and shall be accompanied by a narrative description of assurance of completion of permanent system improvements.

2. A phasing plan shall coordinate required infrastructure systems, dedications, off site improvements, open space/parks, landscaping, private utilities, or other elements of a subdivision. The plan may indicate times of triggering mechanisms for improvements.

3. Approval duration for phased subdivision: The application for the first plat in a phased subdivision shall be made in accordance with section 12-3-3 of this chapter and the final plat application for the final phase of a phased subdivision shall be submitted no later than five (5) years after the date of City Council approval of the master development agreement which approved the entire subdivision in concept unless extensions of one year have been applied for by the developer and approved by the City Council or if some other time frame has been agreed to in the master development agreement.

J. Commencement Of Construction: Upon approval by the City Council, subsequent review and approval of the final construction plans by the City Engineer, which substantially conform to the subdivision plans approved by the Council, execution of the construction improvement agreement as required in chapter 7 of this title, and completion of a preconstruction conference between the developer, the City, affected agencies and utility providers, the developer may proceed with construction of the subdivision. No construction of any kind, other than that authorized with a site disturbance permit, shall take place on the site prior to those actions. During construction, the City has the authority to conduct periodic inspections of the project site and the required infrastructure improvements. (Ord. 578, 1-9-2018)

K. Completion Of Construction And Acceptance Of Infrastructure:

1. Prior to scheduling the final inspection of the required subdivision infrastructure improvements for completion, the

## BETTIS ADDITION SUBDIVISION - EXPIRATION APPEAL APPLICATION – APRIL 15, 2026

### Application:

- Subdivision Name: Bettis Addition Subdivision
- Street Address: 480 E. Orchard Ave Hayden, Idaho 83835
- Parcel Identification Number: H-4050-24-01-AD (AIN 145710)
- Completed/Pending Project Processes:
  - PZE-21-0044: Minor Subdivision/Preliminary Plat – Completed/Approved 3/17/2021
  - PZE-21-0156: Subdivision Construction – Completed/Approved 7/16/2021
  - PZE-25-0029: Subdivision Final Plat – Submitted 3/6/2025, Expired 4/3/2026

### Applicant (Appellant) Information:

Name: Kenton Bettis  
Address: PO Box 662  
Hayden, Idaho 83835

### Applicant Representative:

Owner Representative:  
Nathan Ferguson  
[kbettisexcavating@gmail.com](mailto:kbettisexcavating@gmail.com)  
208.661.5653

Engineer/Surveyor:  
North Engineering  
Bart North, PE  
[bartdnorth@gmail.com](mailto:bartdnorth@gmail.com)  
208.755.6255

### Request:

Applicant requests that City Council stay the expiration of Process PZE-25-0029 (Subdivision Final Plat) and allow the Applicant to complete the subdivision construction and final plat recordation on or before December 31, 2026. A proposed project completion sequence/schedule is attached to this narrative for reference.

### Basis of Request:

#### Final Plat Application Submittal:

- As noted in Project Chronology below, the Final Plat Application was submitted on March 3, 2025, before the current extension had lapsed. Final Plat Application submittal was an attempt to demonstrate substantive progress and Applicant's intent to complete the project.
- City did not notify Applicant of application sufficiency review findings nor did City notify Applicant of link for payment of application fees as is typical to the application processes administered by the City of Hayden.
- In review of Applicant records, no follow up communication regarding the Final Plat Application was received from the City.

- This could be construed as a delay caused by an act of omission by the City that stalled timely processing of the Final Plat Application.
- On or about March 27, 2026, Applicant became aware that the Final Plat Application processing was stalled due to non-payment of application fees. The fees were paid on March 27, 2026.
- Final Plat Application was rejected by City due to non-payment of application fees on or about April 4, 2026 and (apparently) the application fee payment reversed.

Applicant does not wish to deliberate over malfeasance on the part of either party to the Memorandum of Understanding and Construction Improvement Agreement of record. Applicant simply desires to complete the project.

Memorandum of Understanding:

- Reference Memorandum of Understanding (MOU) of record (Instrument 2836015000, executed on May 21, 2021), Project Regulations and Policies, Paragraph 5.
- Referenced MOU paragraph provides for:
  - Two (2) year approval window for project completion.
  - One (1) year extension if applied for by developer and approved by City Council. *Extensions were requested by the Applicant in writing on March 7, 2023 and again on February 29, 2024. No notification in writing to Applicant in writing from the City appears to have been received that the extension requests were approved by the City nor acknowledgement of such extension duration.*
  - “After the two years have elapsed, the developer may apply for and receive additional extensions for good cause of time if actual work has been commenced and is continuing on the installation of the improvements up to a maximum of five years...”
- Maximum Extension Duration as interpreted from MOU
  - May 21, 2021 plus 2 years = May 21 2023;
  - May 21, 2023 plus 5 years = May 21, 2028
- The basis for the stay of PZE-25-0069 exists within the MOU:
  - The attached project chronology demonstrates substantive (though delayed) progress has occurred on the project over its duration, notably and recently the submittal of the Final Plat Application.
  - The Applicant has requested extensions in writing and in recent verbal communication with the City in order to proceed with project completion.
  - With reference to the attached project schedule, the Applicant proposes to complete the project in 2026.

**Required Findings for City Council to stay PZE-25-0029 (Subdivision Final Plat) expiration:**

*City Council may stay the subdivision expiration if, by reason of facts stated in the appeal a stay, in the City Council's opinion, would not cause imminent peril to life and property (Interpreted from HCC 1-1-5).*

## **Plea for Stay of PZE-25-0029 Expiration:**

### Acknowledgements:

1. With reference to the Project Chronology attached to this narrative, Applicant acknowledges that the project was delayed. In 2024, Applicant experienced a health issue event that became the priority and focus of effort which eclipsed the intended completion of this project. Recovery has occurred but has been slow with adjustments. The Applicant is now in position to complete this project in 2026..
2. Applicant acknowledges that follow up to the Final Plat Application submittal could have been made by Applicant representatives. Applicant is equally culpable for the stall in Final Plat Application processing.
3. Applicant acknowledges that the City is within their legal and vested right to declare PZE-25-0029 expired.

### Basis of Plea to stay expiration of PZE-25-0029:

1. For reference, a project chronology is provided as an attachment to this narrative. Over the course of time that elapsed from construction approval, the site has been formatted to the approved subdivision configuration as follows:
  - Avondale Irrigation District water main was extended to serve the approved lot configuration in accordance with the approved construction plan and currently exists on the subject parcel.
  - Sewer services were connected to the City Sewer Main in Orchard Avenue and stubbed on to the parcel to serve the approved lot configuration in accordance with the approved construction plan.
  - The road subbase has been prepared by removing topsoil and replacing with structural fill meeting the City's requirements.
2. Abandonment of the installed water main and sewer services would constitute an undue hardship to the Applicant due to the lost investment of constructing said improvements and any costs that may be incurred to properly abandon said improvements.
3. It is Applicant's intent to complete the project in 2026. If PZE-25-0029 expiration is not stayed, the Applicant's only alternative to complete the project is to re-apply for the subdivision. Subdivision approval process would consist of repeating the following tasks with burden to both the City and the Applicant:
  - Pre-Application Conference
  - Subdivision Application Submittal/Processing
  - Construction Plan Submittal/Processing
  - Prepare/Execute/Record Memorandum of Understanding
  - Prepare/Execute/Record Construction Improvement Agreement
  - Pre-Construction Conference

Subdivision approval process can reasonably take up to 90 days and may extend to 120 days depending on how schedules fall into place. In view of the proposed project completion schedule, this may exclude the project completion in 2026. The additional administrative burden of repeating the administrative tasks to re-constitute the project approval, along with the delay of the project completion into 2027 both constitute undue hardship to both parties of the Memorandum of Understanding and Construction Improvement Agreement of record.



**BETTIS ADDITION SUBDIVISION - PROJECT CHRONOLOGY SUMMARY**

<b>Project Step Description</b>	<b>Start</b>	<b>Complete</b>
PZE-19-0241 Pre-Development Meeting	8/20/2019	
PZE 20-0228 Pre-Development Meeting	11/17/2020	
PZE-21-0044 Minor Subdivision Preliminary Plat	3/17/2021	4/23/2021
Memorandum of Understanding		5/26/2021
PZE-21-0156 Subdivision Construction	7/6/2021	Pending
Submit Construction Plans	6/30/2021	
Construction Plan Approval		2/8/2022
Construction Improvement Agreement		4/22/2022
Pre-Construction Conference		4/22/2022
J2022-0287 Orchard Ave ROW Encroachment Permit	4/19/2022	
Orchard Ave Water Main Replacement and Sewer Service Taps	10/10/2022	10/20/2022
Water Main Extension on to Site	6/1/2023	9/1/2023
Sewer Service Extension on to Site	6/1/2023	9/1/2023
Bettis Lane Topsoil Stripping		2024
Bettis Lane Subbase Import/Compaction		2025
Extension Request 1		3/7/2023
Extension Request 2		2/29/2024
PZE-25-0029 Subdivision Final Plat Application Submittal	3/3/2025	
PZE-25-0029 Expiration Notice	4/2/2026	

# CITY OF HAYDEN

8930 N GOVERNMENT WAY  
HAYDEN, ID 83835-9214  
(208) 772-4411

Print Date: 09/11/2025

Project Number: J2021-0146

Filed As: BETTIS ADDITION

Location: 480 E ORCHARD AVE

Pay by Account in Full



**Total Balance Due: \$1100.00**

NORTH ENGINEERING  
PO BOX 2486  
HAYDEN, ID 83835-2486

Invoice	Number	Date	Due	Adjustments	Payments	Balance
	00024529	3/6/2025	4/5/2025	\$0.00	\$0.00	<u>\$1100.00</u>

Quantity	Category	Description	Billed
1	PZE	Subdivision - Final Plat Application	\$1100.00

**Total Balance Due: \$1100.00**

- C. **ACTION ITEM** J2020-0884 Daugharty Commerce Park (formerly Atlas Park)  
Subdivision Extension of Preliminary Plat Request



# Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, GISP, Community Development Director

Date: May 8, 2026

**Agenda Item: J2020-0884 Daugharty Commerce Park (formerly Atlas Park) Subdivision Extension of Preliminary Plat Request**

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## **Agenda Item Location**

New Business

## **Recommended Action or Motion**

### **Possible Motions of City Council:**

- **Motion to Approve** – I move to approve the J2022-0884 Daugharty Commerce Park (formerly Atlas Park) Subdivision Extension of Preliminary Plat approval request for one year to \_\_\_\_\_, based upon testimony received at the City Council meeting and the record of the request.
  
- **Motion to Deny** – I move to deny the J2022-0884 Daugharty Commerce Park (formerly Atlas Park) Subdivision Extension of Preliminary Plat approval request, based upon testimony received at the City Council meeting for the following reasons:  
\_\_\_\_\_.

## **Summary**

Hayden City Code Title 12 Subdivisions and more specifically Chapter 3 Section 4 outlines the procedures to complete a subdivision. Upon approval of the subdivision preliminary plat, construction plans are reviewed and upon approval by the City and other agencies, construction may begin. Near completion of construction the final plat may be requested and/or approved and recorded.

Hayden City Code 12-3-4 identifies that for a phased subdivision “..the final phase of phased subdivision shall be submitted no later than five years after the date of the City Council approval of the master development agreement which approved the entire subdivision in concept unless extensions of one year have been applied for by the developer and approved by the City Council..”

On May 14, 2021, the Master Development Agreement (MDA) was recorded for the Atlas Park Subdivision. An aerial image showing the subdivision’s location with the completion of the first phase final platting is shown below and the approved preliminary plat phasing plan is shown on the next page.





# Daugharty Law Group

PAUL W. DAUGHARTY, P.A.

A Professional Services Corporation | Licensed in Idaho & Washington

April 7, 2026

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

Attn: Mrs. Donna Phillips  
Senior Planner  
Via Email: [dphillips@haydenid.gov](mailto:dphillips@haydenid.gov)

Re: Atlas Park Subdivision

Dear Mrs. Phillips:

The purpose of this letter is to request a three (3) year extension in regard to the term on behalf of Daugharty Investments, LLC, an Idaho limited liability company (“Developer”).

As you know, the MDA was approved May 14, 2021 and the five (5) year term expires May 14, 2026. An extension is necessary to continue with the development of the project. I understand Municipal Code Section 12-3-4 allows for extensions of one (1) year, but in the interest of not having to come back to the City Council, I would ask for a three (3) year extension.

Please let me know if there is anything else needed. I look forward to hearing from you.

Sincerely,

Daugharty Law Group



Paul W. Daugharty

CC: Drew Dittman

versus one year extension request; and on April 27, 2026, Mr. Daugharty indicated that he would amend the request for a one-year extension.

Staff suggest that should the Council approve the request, the extension be granted to December of 2027 for completion of these projects outside of the construction window and for follow-up in the future.

**Fiscal Impact**

NA

**Budget Funding Source / Transfer Request**

NA

**Attachment**

Letter of Request from Owner

D. **ACTION ITEM** Proposed Amendments to Hayden City Code Titles 2, 4, and 7



# Memo

To: Mayor Davis and Members of the Council  
From: Donna Phillips, Community Development Director  
Date: May 8, 2026  
**Agenda Item: Proposed Amendments to Title 2, 4, and 7**

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## **Agenda Item Location**

New Business

## **Recommended Action or Motion**

Staff requests from the City Council to

- Direct Staff to bring changes forward to a public hearing of the City Council; or
- To bring changes forward to a future City Council meeting for additional consideration.

## **Summary**

Staff have been working through various proposed code amendments as a result of scrivener's errors, changes in other documents, better processes, and to bring about more clarity within the code itself. For example, in Title 2 the proposed amendment is to address the change from what was known as the "Area of City Impact" previously to what is now known as the "Area of Impact" today. Provided below is a summary of those proposed amendments and attached are the proposed redline changes that staff will provide background and more detail at the City Council meeting. Staff will be looking for directions for next steps as identified above.

Title 4 Nuisances is proposed to be amended to create a more robust definition of what is defined as a nuisance, align the quiet times with our neighboring county residents to reduce confusion, and to create an opportunity for the timely removal of the nuisance with a set process and associated fees to be included.

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

## **Fiscal Impact**

NA

**Budget Funding Source / Transfer Request**

NA

**Attachment**

NA

# City Council Only Miscellaneous Code Amendments

## Title 2, 4, & 7

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

2-1-1: CREATED:

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

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

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

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

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

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

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

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

1. Diseased Animals: All diseased animals running at large.

2. Carcasses: Carcasses of animals not disposed of within twenty-four (24) hours after death as provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

~~-C. Noise Standards:~~

<del>-</del>	<del>No person may make or permit the followings:</del>
<del>Weekdays (M, T, W, Th, F) 9:00 pm to 6:00 am</del>	<del>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.</del>
<del>Weekends (Saturday, Sunday) 9:00 pm to 7:00 am</del>	

**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:**

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

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

**7-2-8: INSURANCE AND BOND REQUIREMENTS:**

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

1. Public Liability Insurance:

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

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

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

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

e. Require subrogation waivers on the certificate of insuranceCOIs.

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

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

B. Surety:

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

~~1.2. 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)

6. **REPORTS**

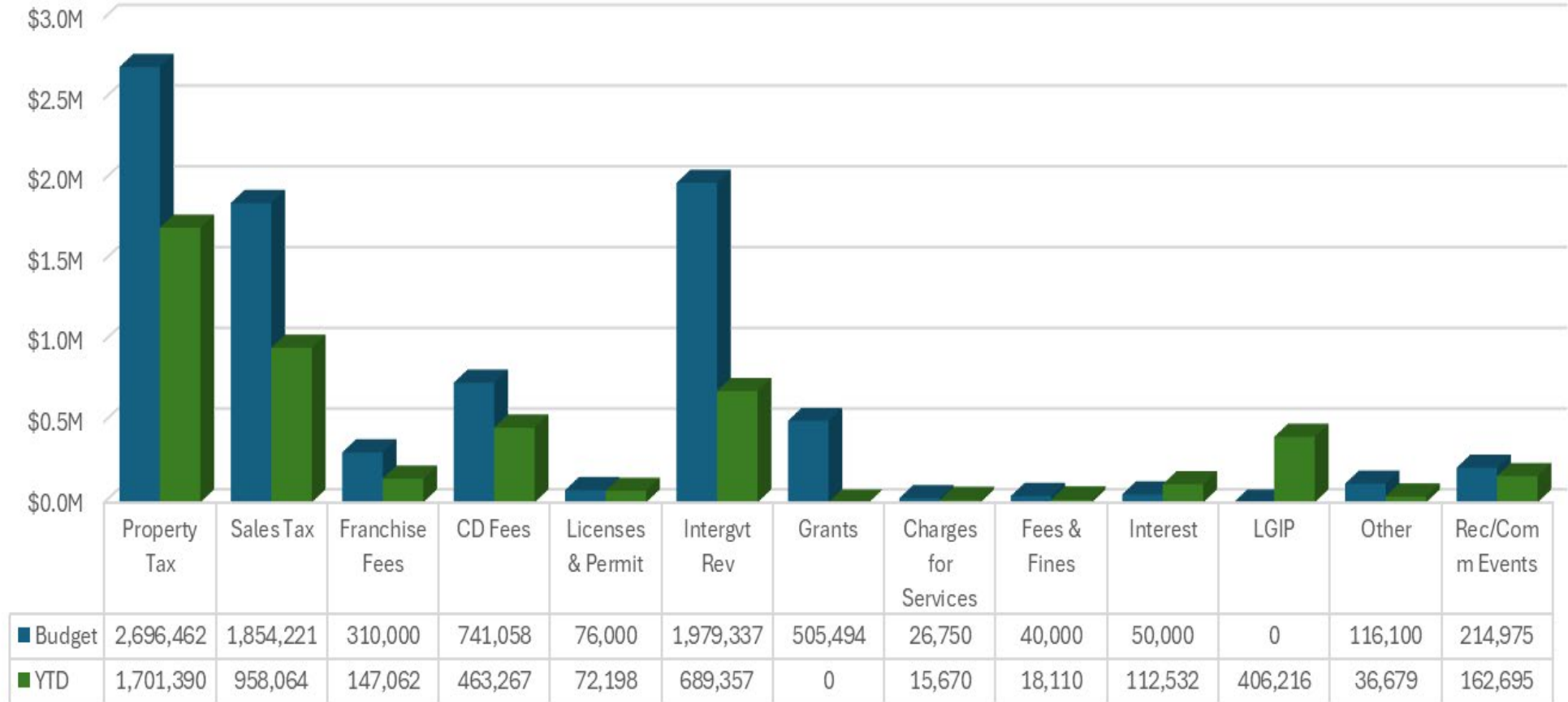
A. City Administrator Report and Calendar Review

# Fund Balance 4/30/26

<b>General Fund</b>		<b>Special Revenues</b>	
General Fund	\$12,044,344	Honeysuckle Boat Launch \$	126,125
Gen Fund Invest	\$3,109,843	Veterans Memorial \$	21,549
	<b>\$15,154,187</b>	Council Media Center \$	9,404
		LID- Enhancement \$	276,723
Major Capital	\$3,964,040	PMT in Lieu \$	423,818
		Museum Fid. Fund \$	1,280
		Sewer Connection Assist \$	14,180
<b>Sewer Fund</b>		<b>Impact Fees</b>	
Sewer O&M	\$6,937,753	Circulation Impact \$	185,190
Capitalization	\$4,613,646	Parks Impact \$	2,407,660
Wastewater Bond	\$3,125,111	Law Enf. Impact \$	13,224
Sewer Replacement	\$1,211,547		
	<b>\$15,888,057</b>		

# Gen Fund Revenues by Category 4/30/26

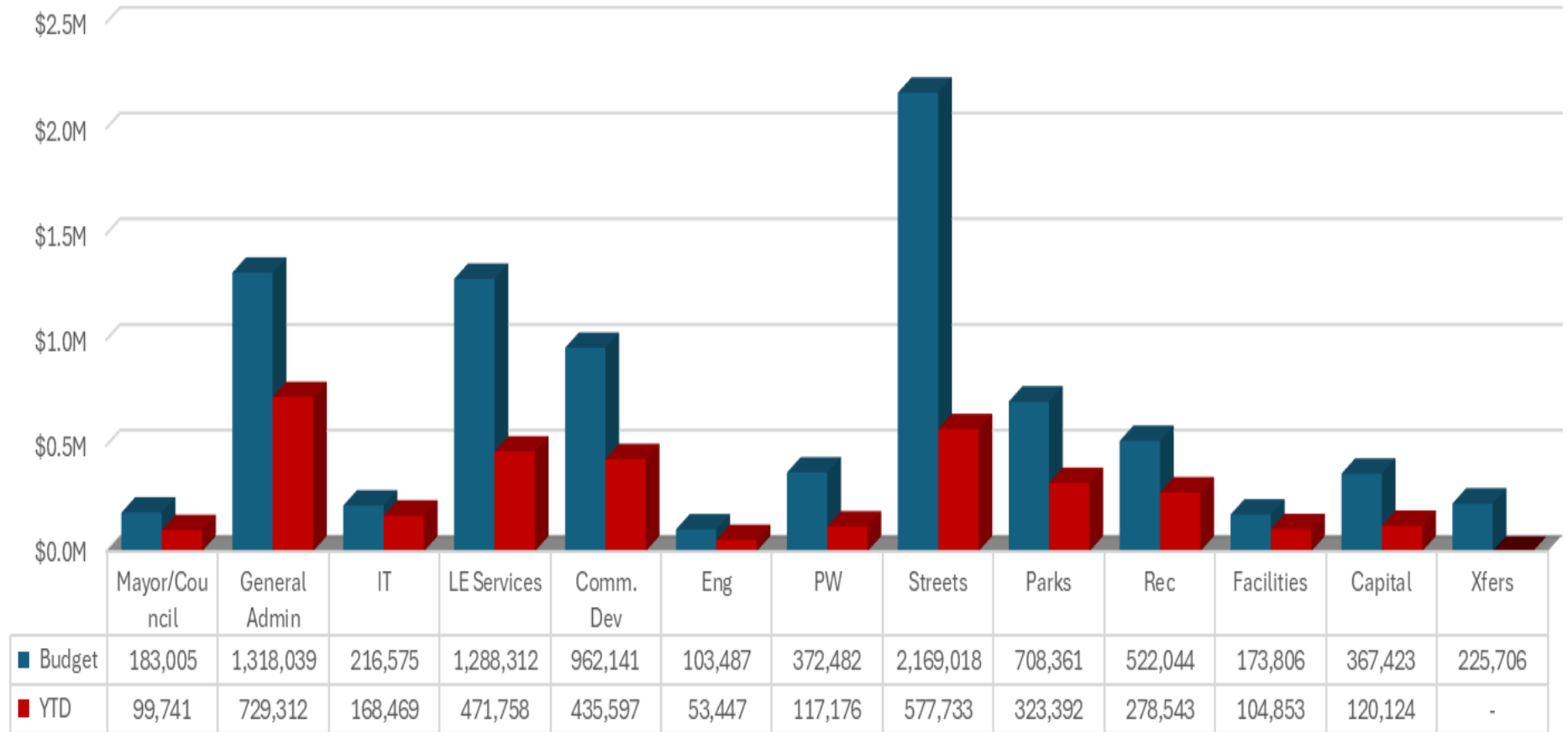
- Ytd-51% budget to actual (lgip int not inc as it is not budgeted)
- 2<sup>nd</sup> half prop. tax will come in July
- Sales, liquor & transportation remitted quarterly
- \$500k in grant column was rcvd in FY25



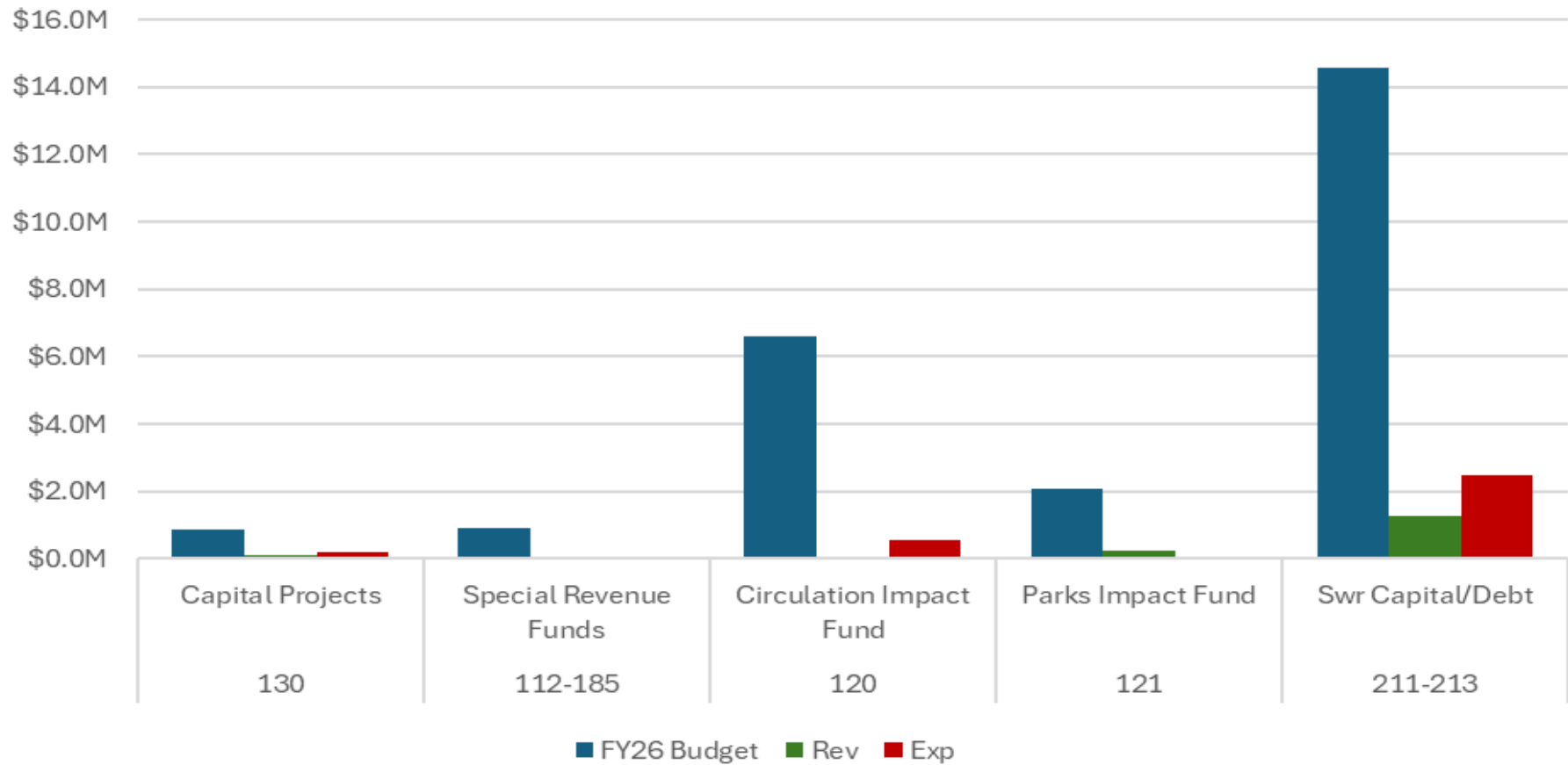
\*\*Notes: "Other" includes donations, capital asset sales and other financing sources, i.e., grants & other reimb. Interest inc. fund 111

# Gen Fund Expenses by Dept 4/30/26

- Ytd-40% budget to actual
- Transfers are to Capital Proj fund

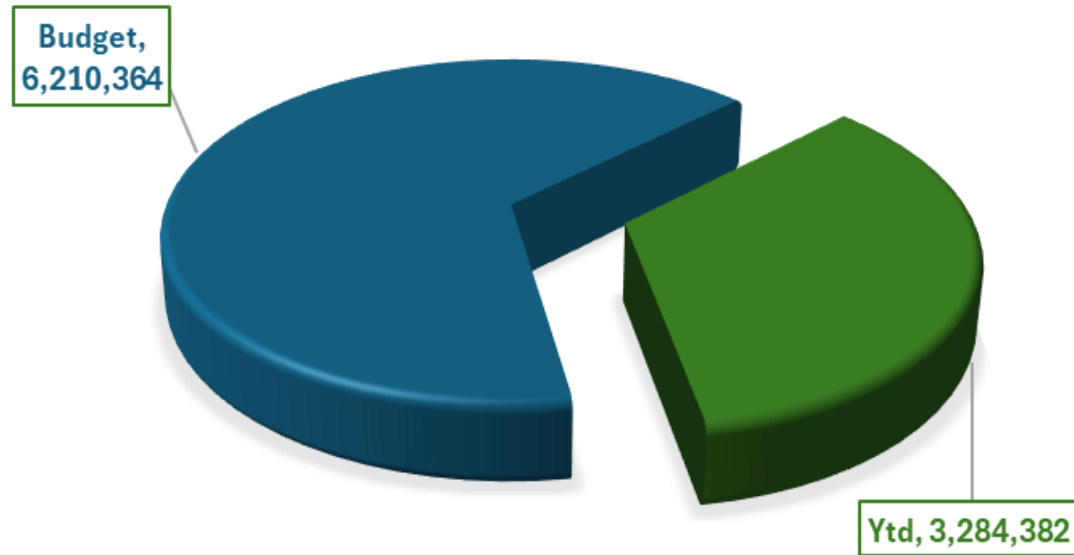


# Special Rev/Impact Fees & Sewer Capital Funds 4/30/26



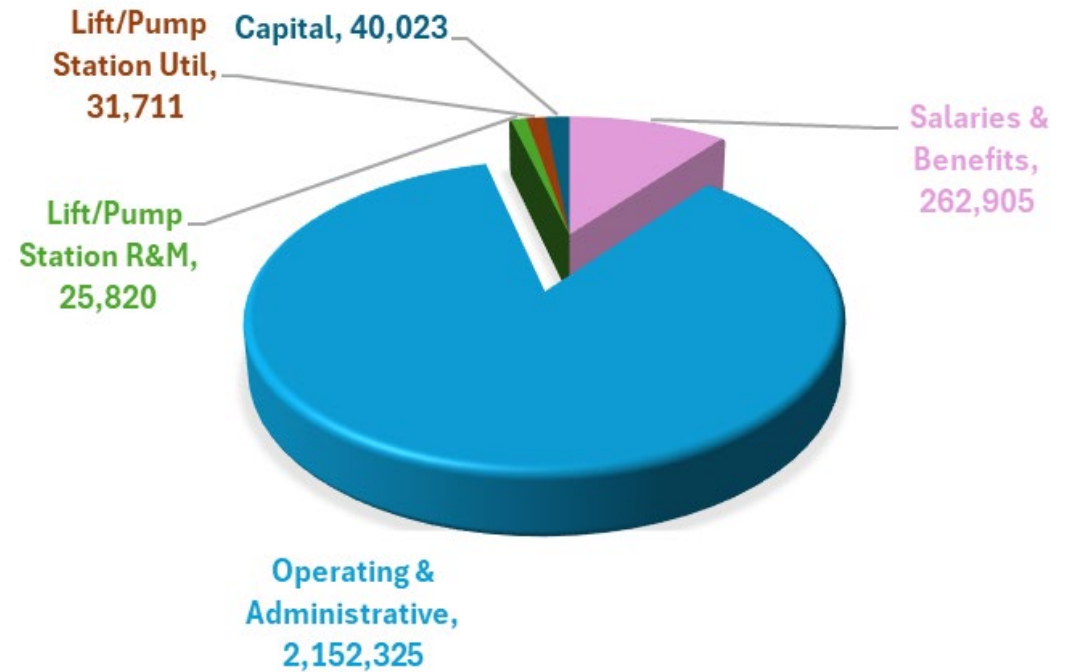
# Sewer Fund O & M 4/30/26

## REVENUE



53% Budget Ytd

## EXPENSE



40% Budget Ytd

- UB billing done 6 time per yr in odd months. Majority of rev comes in even months.

# May 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 26	27	28	29	30	May 1 11:00am Council Joint 1:30pm Historic Special 3:00pm Featured Artist Reception	2
3	5:30pm Planning and Zoning Commission - CANCELLED (Council Chambers)	5	6	4:00pm Veterans Commission	8	12:00pm Hayden Kite Festival (Broadmore Park)
10	8:00am 3:00pm HURA Meeting	5:00pm City Council Meeting (City Hall Council Chambers)	9:00am Arbor Day 2:00pm Arts 3:00pm Arts	Kids to Parks Day		8:00pm
17	11:00am Historic Preservation 5:30pm Planning and 5:30pm PLANNING &	19	4:00pm Parks & Recreation Commission	21	22	23
24	11:00am Memorial Day Ceremony (McIntire Family Park)	5:00pm City Council Meeting	27	28	29	30
31	Jun 1	2	3	4	5	6

# June 2026

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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

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

- B. Law Enforcement
- C. Mayor/Council
- 7. **REQUEST FOR FUTURE AGENDA ITEMS**
- 8. **EXECUTIVE SESSION ACTION ITEM** *(Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)*
  - A. Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency
  - B. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- 9. **ADJOURNMENT**