

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

Tuesday, February 24, 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. **PROCLAMATION**
  - A. Commitment to Volunteerism — JustServe



## OFFICE OF THE MAYOR

# Proclamation

**WHEREAS**, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united harmonious society and fosters connections that transcend differences; and

**WHEREAS**, the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

**WHEREAS**, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds and lifting them up and collectively working to improve lives; and

**WHEREAS**, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

**WHEREAS**, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

**WHEREAS**, the City of Hayden has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism;

**NOW, THEREFORE, BE IT PROCLAIMED**, I Alan Davis, Mayor of Hayden that the City of Hayden commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 24<sup>th</sup> day of February 2026

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

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

2. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
  - A. Approval of February 3, 2026 Special City Council Meeting Minutes

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

Tuesday, February 3, 2026

Special Meeting: 1:00 PM

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

**CALL TO ORDER**

The meeting was called to order at 1:00 PM.

**ROLL CALL OF COUNCIL MEMBERS**

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

**1. Visitor/Public Comment (3-minute maximum)**

None

**2. NEW BUSINESS**

A. **ACTION ITEM** Consider the Draft Memorandum of Understanding with the Hayden Area Regional Sewer Board (HARSB) for the Honeysuckle and Ramsey Intersection, authorizing the Mayor to Sign Once Approved by HARSB

City Administrator Ailport explained that during the HARSB budget process the District had conditions of approval and one of those required that this project be kept separate and could not exceed a certain amount. HARSB has worked on this and now meets the necessary requirements.

MOTION: Council Member Roetter motioned to approve the draft Memorandum of Understanding with the Hayden Area Regional Sewer Board for the Honeysuckle and Ramsey Intersection, authorizing the Mayor to sign once approved by HARSB. Council Member Erickson provided the second.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

**3. WORKSHOP**

A. Planning Workshop for City Project Prioritization

City Administrator Ailport explained the projects were put into Strategic Pillars that represent functionality and key areas.

- Policy Initiatives
- Infrastructure Improvements
- Intergovernmental relationships
- Optimizing Workforce Productivity
- Citizen Access/Engagement

Ms. Ailport proposed the following scoring metric:

- Impact (The "Why"): How many residents will benefit, and how much will their quality of life improve?
  - 5 (High): Solves a city-wide crisis or benefits majority of the citizens.
  - 1 (Low): Benefits a small, specific group or offers minor aesthetic improvements.
- Urgency (The "When"): What is the penalty for delay?
  - 5 (Immediate): Mandatory legal compliance, safety risk, or expiring grant funding.
  - 1 (Flexible): No deadline; can be deferred to next year's budget without penalty.
- Feasibility (The "How"): Does the city have the staff, budget, and legal authority to do this?
  - 5 (Easy): Fully funded, permitted, and supported by the community.
  - 1 (Difficult): Requires new laws be developed, complex approval process (multiple commissions, public meetings etc), or faces heavy opposition.

Once done we would average the scores of each member and assign priorities based on the rating.

Council determined that each member should present a quick overview of their projects so that each would have an opportunity and the time would not be taken by just one or two members.

During the time Council covered topics related to Law Enforcement, Fees, City Plans and Standards, Central Business District, Wetlands and Communications.

The Council took a six minute recess from 2:09 to 2:15 and from 4:00 to 4:06.

#### **4. ADJOURNMENT**

The meeting was adjourned at 4:51 p.m.

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Shawn Langenderfer, Deputy City Clerk

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Alan Davis, Mayor

B. Approval of February 10, 2026 City Council Meeting Minutes

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

Tuesday, February 10, 2026

Regular Meeting: 5:00 PM

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

**CALL TO ORDER**

The meeting was called to order at 5:01 p.m.

**ROLL CALL OF COUNCIL MEMBERS**

**Present:** Ed DePriest, Matthew Roetter, Tom Shafer, David Erickson participated via phone.

**PLEDGE OF ALLEGIANCE**

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

**ADDITIONS OR CORRECTIONS**

1. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
  - A. Approval of January 27, 2026 City Council Meeting Minutes
  - B. Approval of 2026 First and Third LLC Baseball Academy Park/Field Use Agreement
  - C. Acceptance of The B Team Properties, LLC Dedication of Right-of-Way and Grant of Easement
  - D. Approval of Klim Family Trust Release and Settlement Agreement for Honeysuckle/Ramsey Intersection Project
  - E. Approval of 2026 Flanagan Ventures dba Wiley E Waters Contractual Services Agreement
  - F. Approval of Granite Enterprises, Inc. Contract for Repairs to Stoddard Park Buildings
  - G. Ratification of the January 2026 Payroll
  - H. Approval Bills for Payment

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

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

The motion was approved by a unanimous vote in favor.

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

Lynda Cross, Non-Hayden Resident, expressed concern about the city hiring a consulting group for law enforcement strategic planning. She questioned whether spending potentially hundreds of thousands of taxpayer dollars is necessary, suggesting the city could instead use AI research or compare costs to nearby Rathdrum, which she said operates a police department with a budget of about \$3.8 million, excluding startup costs.

She also voiced concern that the discussion may be driven by personal issues with the current sheriff rather than what is best for the city long term, noting that leadership changes over time. Ms. Cross warned that taxpayers could face significant financial burdens without guaranteed benefits and urged careful consideration of the decision.

Bill Brizee, Non-Hayden Resident, speaking as a private citizen and county resident near Hayden, shared cost-saving ideas related to law enforcement, regardless of whether a consultant is hired.

First, he suggested using reserve deputies, noting that Liberty Lake uses volunteer reserves to reduce costs.

Second, he proposed increasing police visibility in high-crime commercial areas by providing small office or report-writing spaces inside businesses. Drawing from his experience in Hawaii, he described how placing a law enforcement officer space near a movie theater reduced crime. He suggested a similar arrangement locally, particularly near Walmart and Super One, where businesses could donate lobby space for deputies, benefiting both public safety and the stores by deterring shoplifting.

He encouraged the city to think creatively and explore alternative approaches to reducing crime and controlling costs.

Amy McCamly, Hayden Resident, spoke about the proposal to study whether the city should establish its own police department. She sought clarification that the meeting would include a presentation from a consulting firm regarding feasibility and cost analysis.

Ms. McCamly expressed concern that few residents were present, suggesting the city has not adequately informed the public about this significant issue. She recommended broader outreach, such as mailers, to ensure residents understand what is being discussed rather than relying on social media.

She urged transparency about the full financial implications, referencing budget information from Rathdrum and noting that startup costs must also be considered. She also addressed what she described as misinformation regarding the sheriff's department's cooperation, stating that county officials have indicated they are working to provide requested accountability information. She questioned the need to create a new department if collaboration is possible.

Finally, she objected to the proposed \$100,000 expenditure on a consulting firm, arguing that taxpayers did not explicitly approve that cost and requesting more information about the firm's ownership, selection process, and scope of work.

### **3. NEW BUSINESS**

#### **A. ACTION ITEM Consider Recommendation of Matrix Consulting Group for Law Enforcement Strategic Planning Services**

City Council began discussion on a recommendation from the Public Safety Commission to hire Matrix Consulting Group for law enforcement strategic planning services. It was clarified that the council is not required to accept the recommendation and could instead request more information, conduct workshops, or perform further analysis before deciding.

It was explained that a consultant would provide expert, defensible analysis comparing the current contract with the county to the potential cost and requirements

of establishing a city-run police department. Officials emphasized that the issue was prompted by significant and unpredictable increases in costs from the county for law enforcement services, not by personal conflicts with the sheriff.

Council members expressed concerns about:

- Cost of both consulting proposals.
- Lack of specificity in scope, timeline (noting one proposal outlined a six-month process), and deliverables.
- Whether consultants would be able to access necessary crime and service data from the sheriff's office.
- The need for clearer comparisons between staying with the county and forming a city department.
- Ensuring the study could be completed quickly enough to inform potential ballot measures or budget decisions.

Some members favored holding a workshop or submitting written follow-up questions to both consulting firms before selecting one. There was general agreement to compile questions within a week, send them to both firms, and request prompt responses to keep the process moving.

Budget timing and potential ballot measures were also discussed. Council acknowledged that any levy override or funding increase would require voter approval and careful planning, and that delays in obtaining consultant findings could affect future budget cycles. Overall, the council leaned toward gathering more detailed information before committing to a consultant.

MOTION: Council Member Shafer moved to push back a decision on accepting one consultant or the other with whom we would engage for the law enforcement study and instead we come up with a list of questions that we would send to both responding consultants to help them better focus their proposal to meet our specific city needs. Council Member Roetter provided the second.

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

The motion was approved by a unanimous vote in favor.

Council agreed to submit their follow-up questions about the consulting proposals to City Clerk Abbi Sanchez by 5:00 p.m. on February 17, 2026. Staff will consolidate overlapping questions into a single, consistent list and send them to both vendors to ensure fairness and avoid potential legal concerns.

Council discussed timing, noting that consultants would likely need about two weeks to respond. The earliest the council would review responses would likely be the March 10 meeting, unless a special meeting is called.

There was agreement that individual council members should not contact consultants separately to ensure transparency, consistency, and equal treatment of both firms. Overall, council confirmed the plan and timeline for moving forward.

B. **ACTION ITEM** Set Date for Continued Project Priority Planning Workshop  
Council discussed scheduling the continued Project Priority Planning Workshop, following a prior session where the mayor and council members identified priority projects for staff to pursue.

Two dates were proposed: March 3 and March 6. After discussion of availability, council agreed on Friday, March 6 at 11:00 a.m.

It was also noted that, depending on timing, council could include discussion of the law enforcement consulting item during that workshop.

MOTION: Council President DePriest moved to schedule a Special City Council meeting for a workshop on March 6, 2026 at 11:00 a.m. Council Member Roetter provided the second.

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

The motion was approved by a unanimous vote in favor.

#### 4. REPORTS

A. City Administrator Report and Calendar Review

B. Law Enforcement  
None

C. Mayor/Council

Council Member Roetter reported attending the Idaho Association of Cities Officials Day in Boise, where Scott Bedke and several Idaho House and Senate committee chairs discussed legislation affecting cities. Key takeaways included:

- No anticipated changes to urban renewal laws this session.
- Concerns about potential state revenue shortfalls due to post-COVID federal funding declines and required "conformity" between recent federal tax changes and Idaho's tax code.
- Legislators reportedly set spending priorities before finalizing the state budget, and adjustments are now being made to align expenditures with available revenue. The overall fiscal impact on cities remains uncertain.

Council President DePriest encouraged residents to follow the Idaho Legislature's proceedings online, highlighting proposed legislation, reportedly sponsored by a local senator, that could increase state involvement in zoning decisions. He noted concerns about reduced local control if the state mandates zoning density or land-use policies.

Mayor Davis announced that residents can get involved in shaping the community through various opportunities listed on the city's website and flyers available at the meeting. Additionally, he congratulated North Idaho College on resolving recent challenges.

**5. REQUEST FOR FUTURE AGENDA ITEMS**

Council Member Roetter requested adding an agenda item to discuss presenting a proposal to the Aquifer Protection District to fund a specific project related to managing development over the Rathdrum Prairie Aquifer. The proposal would suggest directing funds paid by Hayden property owners, approximately \$5.74 per parcel annually, totaling about \$46,000 from city parcels, toward a project identified by the city as a priority. The district is not obligated to approve the request but does consider multiple funding proposals each year. Council agreed to place the item on the next agenda as a potential action item.

**6. ADJOURNMENT**

The meeting was adjourned at 5:54 p.m.

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Abbi Sanchez, City Clerk

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Alan Davis, Mayor

- C. Approval of Viking Construction Appeal of Extraordinary Impact Decision for Battleground Subdivision Written Decision



# Memo

To: Mayor Davis and Members of the City Council

From: Donna Phillips, Community Development Director

Date: February 20, 2026

**Agenda Item: Viking Construction Appeal Extraordinary Impact Decision for Battleground Subdivision  
Written Decision**

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## **Agenda Item Location**

Consent

## **Recommended Action or Motion**

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

## **Functional Impact of Authorizing**

A written decision is the completion of the appeal request process.

## **Functional Impact of Not Authorizing**

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

## **Fiscal Impact**

Not Applicable

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

Not Applicable

## **Attachment**

Viking Construction Appeal Extraordinary Impact Decision for Battleground Subdivision Written Decision

## WRITTEN DECISION

### **RE: Viking Construction Appeal Extraordinary Impact Decision for Battleground Subdivision**

**Viking Construction, Inc., 2605 Hayden Avenue, Hayden, Idaho 83835**, timely filed an appeal of the Extraordinary Impact findings dated March 24, 2025 (“Determination Letter”) pursuant to HCC §9-2-14 and Idaho Statutes §67-8214 for the Battleground Subdivision.

**City Council Motion January 27, 2026:** Councilmember Roetter moved and Councilmember Shafer seconded the motion, to deny the appeal, finding that it **IS** in accord with the standards of Hayden City Code and the adopted comprehensive plan, based upon testimony received at the Planning and Zoning Commission Hearing and the City Council Hearing and the record of the request.

### **FINDINGS:**

Fonda Jovick, City Legal Counsel introduced the administrative appeal by Viking Construction regarding the extraordinary impact fee decision for the Battleground Subdivision. Ms. Jovick identified the preliminary plat was approved with conditions on January 14, 2025, before the transportation impact analysis (TIA) was completed. Upon the completion of the analysis, Lisa Ailport, City Administrator issued the subdivision’s Extraordinary Impact Decision in March of 2025. Viking Construction appealed on April 23, 2025, and the hearing was delayed while staff attempted to resolve the matter, but no agreement was reached. The administrative appeal hearing is before the City Council with Peter Smith, Viking Construction’s attorney presenting the matter on their behalf. Ms. Jovick identified the memo to the City Council was a matter of record, no formal presentation from staff would be provided, but staff did stand for questions.

Peter Smith requested the decision be remanded back to the City Administrator based on two legal issues. First, he stated the TIA shows the affected intersections will reach failing levels of service due to overall city growth, regardless of the Battleground Subdivision development, therefore not meeting the definition of an extraordinary impact. Second, Mr. Smith identified the development is only required to pay their fair share of impact and the decision assigns 100% of the intersection improvement costs to Viking Construction.

The City Council commented the appeal was about the interpretation of the legal arguments presented, in which case they would rely on their legal counsel for advice. During deliberations, Council asked if there were conditions within the approved subdivision related to this matter. Ms. Jovick read the condition from the Battleground Written Decision of Approval as follows:

8. Completion of the TIA peer review per Hayden City Code and Policies shall be completed prior to construction plans submittal. The Developer shall enter into a separate cost share and proportionate reimbursement agreement, identifying transportation infrastructure, which is required to be constructed, and which

requested reimbursement from the City either through impact fees or by some other means, may be applicable prior to construction plan approval and commencement of subdivision improvements.

City Council identified all development, including the Battleground Subdivision contributes to the impact on intersections, roadways, etc. Ms. Jovick, when asked, identified she was in support of the decision as written and explained the issue is in part related to timing. The City has limited impact fee funds, and \$50 million (plus or minus) in transportation infrastructure deficiencies, meaning a proportionality analysis would occur only when the City was prepared to fund the improvement(s). She also identified this appeal is specific to the Battleground Subdivision and the two intersections, though Viking retains the right to pursue further legal review depending on the outcome of the appeal hearing.

NOW THEREFORE IT IS THE FINDINGS of the Hayden City Council that the Viking Construction Appeal of the Extraordinary Impact Decision dated March 24, 2025, for Battleground Subdivision be denied.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section §67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code section §67-6521 (a) (a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

FINDINGS AND CONCLUSION APPROVED on the \_\_\_\_\_ day of February 2026.

CITY OF HAYDEN, IDAHO

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

Alan Davis, Mayor

ATTEST:

\_\_\_\_\_

Abbi Sanchez, Clerk

D. Approval to Re-Appoint Chris Morris to the Planning and Zoning Commission



## Memorandum for Record

**To:** City Council  
**From:** Mayor Alan Davis  
**CC:** Shawn Langenderfer, Deputy City Clerk  
**Date:** February 24, 2026  
**Re:** Nominations for Re-Appointment to Planning and Zoning Commission

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### Purpose

The following individual is serving on the Planning and Zoning Commission for the City of Hayden. His term is expiring and he has indicated he would like to continue serving. Please re-appoint the following commissioner to serve on the indicated Hayden Commission.

The following individuals are selected to be re-appointed to the **Planning and Zoning Commission**:

- Mr. Chris Morris - April 1, 2026 to March 31, 2031

- E. Approval of 2026 United States Tennis Association Pacific Northwest (USTA/PNW) Contractual Services Agreement



# Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: February 11, 2026

Agenda Item: Approval of 2026 United States Tennis Association Pacific Northwest (USTA/PNW) Contractual Services Agreement

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## **Agenda Item Location**

Consent Calendar

## **Recommended Action or Motion**

Staff recommends approval of the 2026 United States Tennis Association Pacific Northwest (USTA/PNW) Contractual Services Agreement.

## **Functional Impact of Authorizing**

Approving the agreement allows the City of Hayden to offer tennis camps to youth ages 6-12 again through USTA/PNW. As well, it allows the City the ability to offer a variety of special interest programs.

## **Functional Impact of Not Authorizing**

If not approved, the amount of special interest programs offered through the City would be reduced, and the option for youth to participate in summer tennis camps wouldn't be available.

## **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:

Tennis Lessons, GL# 110-740-44731

Expenses:

Advertising, GL# 110-711-55501

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

Office Supplies, GL# 110-711-56101

Contracts Payments, GL#110-711-56108

## **Attachment(s)**

2026 United States Tennis Association (USTA) PNW Contractual Services Agreement

USTA Youth Tennis Camps Description

**CITY OF HAYDEN  
CONTRACTUAL SERVICES AGREEMENT**

This agreement of instruction between the city of Hayden, Idaho (City) and United States Tennis Association Pacific Northwest (USTA/PNW) (Contractor) whose address is USTA/PNW c/o Meredith Bedford, 9746 SW Nimbus Avenue, Beaverton, OR 97008, mbedford@pnw.usta.com, 509-601-0762.

The Contractor will provide instruction for the following program: Tennis Lessons/Programs

Location: Coeur d'Alene High School, 5530 N. 4<sup>th</sup> Street, Coeur d'Alene, Tennis Courts 1 and 2 or a location mutually agreed upon

Schedule: See Attached, as well as any other mutually-agreed upon programs

Minimum Enrollment:   4   Maximum Enrollment:   20  

The City and Contractor will mutually agree upon dates, times, location, fees, etc. The duration of this agreement shall be February 1-December 31, 2026. Lessons, camps, programs that don't meet minimum enrollment may be canceled.

All items required for the program are to be provided by the Contractor. Registration fees will be collected by USTA/PNW through online registration. The total number of registrants per camp will be provided to the City within one month of the program's end date.

The City agrees to provide information regarding the program on the City of Hayden website, in the Hayden Spring and Summer Activities Guides as well as at the Hayden City Hall offices and other materials as it deems necessary, such as PeachJar, Facebook, email, etc.

Contractor understands it is their responsibility to provide the agreed-upon services, which may include setup/takedown of the program, and putting out/cleaning up equipment as needed and making sure the facility is clean upon leaving it. The courts and restrooms will be open daily, and drinking fountains are located just outside of the courts and near the track.

While the program is underway, Contractor will ensure the safety of the participants, that all City and Recreation 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 in jury 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 the 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: 20% of net revenue (gross program revenue minus payroll expenses) of the monies paid for registrations for USTA tennis lessons. 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 by calling (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.

Meredith P. Bedford  
USTA/PNW Representative's Signature

Date: 01.28.2026

\_\_\_\_\_  
MAYOR

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

ATTEST:

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

# **USTA YOUTH TENNIS CAMPS**

**Ages:** 6-12 year olds

**Dates:** June 22-July 31 (No Class July 3)

**Location:** Coeur d'Alene High School Tennis Courts

**Fees:** \$180.00/3-Hour Youth Camps, M-F

\$144.00/3-Hour Youth Camp week of June 29, M-TH

Participants enjoy fun games, team-based activities, and movement exercises that build tennis skills and confidence on the court.

Our program uses age-appropriate equipment and small group instruction tailored to each player's skill level. Whether your child is picking up a racket for the first time or building on existing skills, they'll develop technique through engaging games, team activities, and exercises that make learning fun. Beyond tennis skills, campers build confidence, form friendships, and develop healthy habits in a supportive, encouraging environment.

## **Program Information:**

- All equipment will be provided
- Register at <https://register.rectennis.com/search?cid=3466>
- Scholarships are available, for more information please visit the USTA website at <https://www.ustapnw.org/resources-rectennis/#scholarships>

F. Approval of 2026-2030 Kootenai Girls Softball Association (KGSA) Softball Agreement



# Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: February 11, 2026

**Agenda Item:** Approval of 2026-2030 Kootenai Girls Softball Association (KGSA) Softball Agreement

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## **Agenda Item Location**

Consent Calendar

## **Recommended Action or Motion**

Staff recommends approval of the 2026-2030 Kootenai Girls Softball Association (KGSA) Softball Agreement.

## **Functional Impact of Authorizing**

Approving the agreement allows KGSA to offer a softball program as part of the City's recreation programs. KGSA will take all registration, manage the softball program and abide by the Hayden Recreation and Community Events codes of conduct. KGSA has committed to maintaining the Finucane Park softball fields in order to be provided some priority usage through the duration of this program each year, typically from March to May with the possibility of a Fall season. This agreement has been approved by the City Council since 2006, and KGSA has done a great job of maintaining Finucane Park while using it. This agreement automatically renews after five years.

## **Functional Impact of Not Authorizing**

By not approving the agreement, KGSA would not be able to continue to provide the spring girls softball league the Hayden Community has come to rely upon for its children and families.

## **Fiscal Impact**

While KGSA utilizes Finucane Park, it takes care of maintenance and repair at its expense. There should be no or very little fiscal impact to the City, other than regular maintenance by the Parks division.

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

There are no budget line items associated with this agreement.

## **Attachment**

2026-2030 Kootenai Girls Softball Association (KGSA) Softball Agreement

## **KOOTENAI GIRLS SOFTBALL ASSOCIATION (KGSA) SOFTBALL AGREEMENT**

This Agreement is entered into the \_\_\_\_\_ day of \_\_\_\_\_, (month) \_\_\_\_\_(year) between the City of Hayden, a political subdivision of the state of Idaho, hereinafter referred to as "City," and the Kootenai Girls Softball Association of North Idaho, Inc., an Idaho nonprofit corporation, P.O. Box 525, Hayden, ID 83835, hereinafter referred to as "KGSA."

WHEREAS, City desires to provide girls softball as part of the City's recreation programs; and

WHEREAS, KGSA conducts an organized girls softball program which KGSA desires to make available to the City as part of the City's recreation programs.

NOW, THEREFORE, the City and KGSA mutually agree as follows:

1. **Program**: KGSA will provide a Spring girls softball program (Program) with the possibility of a Fall girls softball program (Program) as part of the City's recreation programs. The Program shall include conducting registration, background checks, coaches' clinic, parent meetings, training and league competition. KGSA is responsible for the organization, teaching and preparing written records for the Program, a copy of which shall be provided to the City. **All participants, parents and coaches will be expected to abide by the codes of conduct set forth by the Hayden Recreation & Community Events Department.**
2. **Term**: The term of this agreement shall run from January 1, 2026, through December 31, 2030, unless earlier terminated as provided herein.
3. **Field Use**: City will make available three softball fields at Finucane Park for spring and fall (if needed) seasons each year this agreement is in effect, and any renewal periods, for use by KGSA to operate the Spring and Fall Girls Softball programs on the dates and the times mutually agreed to by the parties. KGSA shall submit a league schedule to the Hayden Recreation & Community Events Director for approval at least four weeks prior to the beginning of the girls softball season(s). In approving a schedule, the city of Hayden will have priority use. KGSA shall be responsible for preparation and maintenance of the fields for play, and any supplies, materials or equipment necessary for such preparation and maintenance.
4. **Loudspeakers and Other Amplification Devices**: All use of loudspeakers or other types of amplification devices must conform to the applicable provisions of the Hayden Municipal Code and laws of the state of Idaho, and a loudspeaker permit must be submitted before using a loudspeaker.
5. **Equipment, Coaches and Umpires**: KGSA agrees that all equipment, coaches and umpires for the Program will be provided by KGSA. KGSA will provide the City a list of all individuals which they propose to use as coaches and umpires and a copy of the background checks prior to commencement of the Program. The City has the right to object to the use of any of those individuals as coaches or umpires. In the event the City objects to any of the proposed coaches or umpires, KGSA will not use those individuals.
6. **Safety**: KGSA will ensure the safety of participants and compliance with all City and Recreation & Community Events Department policies and procedures. KGSA shall report all damage or injuries that occur while conducting the Program to the Hayden Recreation

& Community Events Director as soon as practically possible but not more than 24 hours after such injury or damage has occurred.

7. Participation: KGSA will ensure that each participant in the Program is able to participate in at least one practice per week. During program competition, each participant shall be allowed to play at least two innings in the field and have one at bat during each game. Only registered participants will be part of the Program. KGSA will not limit enrollment in the Program based on ability and 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. No person shall be discriminated against in the providing of the services herein under, and KGSA shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.
8. Independent Contractor: KGSA is an independent contractor in carrying out the duties under this Agreement and shall be responsible for any taxes or worker's compensation insurance applicable to KGSA in that capacity.
9. 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.
10. 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.
11. Compensation: KGSA shall retain all of the registration fees received by KGSA for the Program. In lieu of the City receiving any portion of the fees, KGSA will allow usage of equipment, storage facilities and amenities constructed during this and the previous agreement for reservations made to outside organizations by the City. On-going maintenance of the facility and the associated amenities shall be the responsibility of KGSA while in use by KGSA. Any storage facilities and amenities constructed by KGSA at Finucane Park shall be owned by the City.
12. Proprietary Interest: KGSA will not have any proprietary interest in the improvements undertaken by KGSA at Finucane Park. All improvements made to the fields, including the storage building and any amenities shall become the property of the City once the improvements have been installed.
13. Additional Consideration: As additional consideration for the services provided by KGSA, the City agrees to provide KGSA priority use of two of the three softball fields at Finucane Park for non-Program competitive play between June 1 and July 20 each year this Agreement is in effect. The two priority fields will be Field 2, commonly referred to as Parker Toyota Field, and Field 3, commonly referred to as Premier Electric Field. In the event that additional softball fields are developed at Finucane Park during the term of this Agreement, the number of fields for which KGSA will have priority use will be increased proportionately. For the purpose of this Agreement, priority use of the fields by KGSA shall be secondary to any use by the City.

14. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, and the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.
15. Termination:
  - A. This Agreement may be terminated by the City with thirty (30) day's written Notice to KGSA for breach of any of the terms of this Agreement by KGSA. During that thirty (30) daytime period, KGSA shall have the right to cure the breach. If the breach is cured to the satisfaction of the City, the agreement shall remain in effect.
  - B. Termination for Convenience: The City may terminate this Agreement for the convenience of the City with one-hundred twenty (120) days written notice to the League.
16. Indemnification: KGSA assumes all risk and hazard associated with the Program. KGSA agrees to indemnify, defend and hold the City, its employees, elected officials and agents harmless for any claim for damages to property or person arising out of the services provided pursuant to this Agreement by KGSA, its agents, servants, employees, volunteers or subcontractors.
17. Insurance: KGSA agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect KGSA, all KGSA's employees or volunteers, 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 KGSA's acts. KGSA shall provide proof of liability coverage as set forth above to City as soon as possible and require the insurer to notify City ten (10) days prior to cancellation of said policy.
18. Renewal: So long as this Agreement has not been earlier terminated, this Agreement shall automatically renew for a five(5)-year term at the end of the term of this agreement, unless either party provides thirty (30) days written notice of their intent to not renew. All renewals of this Agreement shall be under all of the same terms and conditions of this Agreement, or as agreed in writing by the parties.
19. Assignment: This Agreement may not be assigned by KGSA in whole or in part without the written agreement of the City.
20. Entire Agreement: This supersedes any prior agreements between the parties, whether written or otherwise, and is the entire agreement of the parties and can only be modified or amended in writing by the parties.


CITY OF HAYDEN  
KOOTENAI COUNTY, IDAHO

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

ATTEST:

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

KOOTENAI GIRLS SOFTBALL  
ASSOCIATION OF NORTH IDAHO, INC.

By:   
Its: Kaglia Niblett, President

G. Approval of the Construction Improvement Agreement with One Place Church, LLC



# Memo

To: Mayor and Hayden City Council

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

Date: 2/19/26

**Agenda Item: Approval of the Construction Improvement Agreement with One Place Church, LLC**

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## **Agenda Item Location**

Consent

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

One Place Church, LLC a has permit for a commercial building and associated site improvements (J2025-0363). As a condition of their approval, the developer must construct dedicated turn lanes on Huetter Road. The City's standard Construction Improvement Agreement is required prior to constructing the turn lanes.

Staff recommends City Council approve and permit the Mayor to sign the Construction Improvement Agreement with One Place Church, LLC.

## **Functional Impact of Authorizing**

If authorized, staff can issue the permit for the work on Huetter Road as previously conditioned.

## **Functional Impact of Not Authorizing**

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

## **Fiscal Impact**

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

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

N/A

## **Attachment**

Construction Improvement Agreement

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

## CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF HAYDEN (hereinafter the “City”), 8930 N. Government Way, Hayden Idaho One Place Church, Inc., 190 W Centa Ave , Hayden, Idaho 83835 (hereinafter the “Developer”), enter into this Agreement effective the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, respecting the development of One Place Church – Huetter Rd Improvements, the “Project”, affecting the public rights of way or other public systems, equipment or property within the City of Hayden. This Agreement provides for construction of subdivision improvements intended for maintenance by the City of Hayden or for sale after development in accordance with the subdivision ordinance of the City of Hayden.

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

DEVELOPER

One Place Church, Inc.  
190 W Centa Ave  
Hayden, Idaho 83835

CITY

Alan Davis  
8930 N. Government Way  
Hayden Idaho, 83535

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

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

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

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

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

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

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

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

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

## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 APPLICATION OF ARTICLE

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

#### 1.02 PERMITS, LAWS, AND FEES

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

#### 1.03 RELATIONSHIP OF PARTIES

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

#### 1.04 ENGINEER'S RELATION TO THE CITY

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

#### 1.05 DEVELOPER'S RESPONSIBILITY

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

#### 1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements.

Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than \$1,000,000 per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The City shall indemnify and hold the Developer to the extent allowable by Idaho law. Evidence of insurance is provided in Attachment D.

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the City or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- C. The developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- D. The developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property owner, which the developer connects to the City sewer or water system as part of the installation of the public improvement.

- E. The developer shall be responsible to pay the cost of operation of the street lights within the development for a period of eighteen months. The developer shall pay to the City, prior to the acceptance of the public improvements by the City the anticipated cost of the operation of the street lights within the development for one year, as determined by the Public Works Department.
- F. The developer shall be responsible to pay the energy costs from those serviced related to the additional pumping needed for the temporary infrastructure as a reimbursement for energy costs for the development for a period of eighteen months. The developer shall pay to the City, prior to acceptance of public improvements by the City the anticipated cost of the energy to operate the temporary lift station for a period of eighteen months, as determined by the Public Works Department. At the conclusion of the warranty period, each lot owner will pay for their proportionate share of the energy costs of the temporary lift station until such time as it is removed. This condition shall survive the term of the agreement contained in Section 1.2 and shall be in effect until such time as the temporary infrastructure has been removed.

#### 1.11 TIME IS OF THE ESSENCE

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

#### 1.12 ASSIGNMENTS

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

#### 1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
  - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or

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

#### 1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

#### 1.15 INTERPRETATION

- A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
  1. Documents, appendixes, or sections titled "Special Provisions".

2. Article II of this Agreement, titled “IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES” and Article III of this Agreement titled “FINAL ACCEPTANCE OF IMPROVEMENTS”.
3. Article I of this Agreement titled “GENERAL PROVISIONS”.
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

- A. “Improvements” mean all work, which the Developer is required to perform by this Agreement.
- B. “City Improvements” means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. “Private Utility Improvement” means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner’s association.

- D. “City”, for the purpose of administering this Agreement, means the City of Hayden, or its chief executive or his/her administrative designee.
- E. “Acceptance”, by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. “Final Acceptance” by the City means that the City is satisfied that ALL improvements required by this Agreement and Titles 12 of the Hayden Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

#### 1.22 APPROVALS AND CONSENTS

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

#### 1.23 ATTORNEY FEES – MEET AND CONFER

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

## ARTICLE II

### IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

#### 2.01 RECORDING OF FINAL PLAT

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

#### 2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in a form approved in Sections 2.03, 2.04, and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.
- B. Amount of Guaranty: The guaranty shall be in an amount equal to 150% of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- C. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.
- D. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:
  - 1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
  - 2. The expiration of the warranty period as provided in Section 3.08.

#### 2.03 PERFORMANCE BOND

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

2.04 ESCROW

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

2.05 LETTER OF CREDIT

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

2.06 PREREQUISITES TO CONSTRUCTION

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

2.07 ENGINEER

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

2.08 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. Ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.09 QUALITY CONTROL PROGRAM

- A. The Developer shall submit to the City for approval by the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include the following:
  - 1. The frequency and type of all tests and inspections to be performed.
  - 2. A list of all persons who will perform tests and inspections.
  - 3. Procedures for coordinating testing and inspections with the City and for providing advance notice to the City of all inspections and tests, which the City shall witness.
  - 4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.
  - 5. A procedure to collect, certify and submit to the City all inspection records, test reports and construction quality control documentation upon completion of the construction prior to final acceptance.

2.10 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Attachment E to this Agreement.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

2.11 MATERIALS

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

approval. Substitutions may be considered subject to review and approval of the City Engineer.

## 2.12 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans, specifications and standards approved by the City Engineer, and with the terms, covenants, and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City Engineer has approved its use. Unless the City Engineer specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.
- D. In all areas within the subdivision where the Developer adds fill materials or otherwise replaces existing soils that have been excavated for borrow materials with fill, said fill areas shall be compacted to meet 95% of standard proctor. The Developer shall provide to the City a copy of the compaction tests, and all such fill areas shall be shown on the final record drawings. Fill materials shall be free of cinders, ashes, refuse, organic and frozen materials, asbestos, or other unsuitable materials.

## 2.13 PLACEMENT OF UTILITIES

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

## 2.14 WORK IN RIGHTS-OF-WAY

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

2.15 SURVEYOR

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

2.16 REQUIRED REPORTING

A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

B. Construction Progress

If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.

C. Surveys

The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. Test Hole Logs

The Developer shall furnish the City copies of all test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

2.17 PROGRESS PAYMENTS

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

2.18 SURVEILLANCE

A. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.

B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, the City may require, at the Developer's expense, retesting,

exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.

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

## 2.19 STOP WORK ORDERS

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

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

## 2.20 ACCESS

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

## 2.21 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road

purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement.

- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

## 2.22 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

## 2.23 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

## ARTICLE III

### FINAL ACCEPTANCE OF IMPROVEMENTS

#### 3.01 PREREQUISITES TO ACCEPTANCE

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

#### 3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

#### 3.03 CERTIFICATE OF COMPLIANCE

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

#### 3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, or that he knows of no intent to file a claim or lien against the City or private utility improvements.

#### 3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

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

#### 3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER’S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for 18 months after acceptance by the City. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.
- B. The Developer’s warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer’s warranty.

3.09 WARRANTY GUARANTY

To secure the Developer’s performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the

warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05.

### 3.10 CITY'S REMEDIES UNDER WARRANTY

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

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

CITY OF HAYDEN

DEVELOPER

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

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

It's: \_\_\_\_\_

ATTEST

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

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

It's: \_\_\_\_\_

STATE OF IDAHO )

: ss

County of Kootenai )

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

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

\_\_\_\_\_

Notary Public for the state of Idaho

Residing at:

Commission Expires:

STATE OF IDAHO )

: ss

County of Kootenai )

On this \_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary for the state of Idaho, personally appeared \_\_\_\_\_, known, or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

\_\_\_\_\_

Notary Public for the state of Idaho

Residing at:

Commission Expires:

STATE OF IDAHO )

: ss

County of Kootenai )

On this \_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary for the state of Idaho, personally appeared \_\_\_\_\_, known, or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

\_\_\_\_\_

Notary Public for the state of Idaho

Residing at:

Commission Expires:

ATTACHMENT "A"  
PROPERTY DESCRIPTION  
FOR

One Place Church – Huetter Rd Improvements

That portion of the Southeast Quarter of Section 20, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, more particularly described as follows:

Commencing at the southeast corner of said Section 20;  
Thence along the South line of said Section 20, North 89°29'32" West 1,636.17 feet;  
Thence leaving said South line, North 00°55'30" East 60.00 feet to a point on the North right-of-way line of Prairie Avenue, being the TRUE POINT OF BEGINNING;  
Thence leaving said right-of-way line, North 00°55'30" East 1,572.15 feet;  
Thence South 89°30'45" East 1,606.22 feet to a point on the West right-of-way of Huetter Road;  
Thence along said West right-of-way line the following four (4) courses:  
1.) South 00°55'36" West 1,532.84 feet;  
2.) North 89°05'03" West 10.00 feet;  
3.) South 00°55'36" West 9.96 feet to the point of a 30.00-foot radius curve to the Right;  
4.) Along the arc of said curve, through a central angle of 89°34'52", 46.90 feet (chord South 45°43'02" West 42.27 feet) to a point on said North right-of-way line of Prairie Avenue.  
Thence along said North right-of-way line, North 89°29'32" West 574.36 feet;  
Thence leaving said North right-of-way line, North 00°55'30" East 585.59 feet;  
Thence North 89°26'32" West 744.04 feet;  
Thence South 00°55'30" West 586.24 feet to a point on said North right-of-way line of Prairie Avenue;  
Thence along said North right-of-way, North 89°29'32" West 248.00 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT "B"

DESCRIPTION OF IMPROVEMENTS TO BE CONSTRUCTED AND INSTALLED BY

One Place Church, Inc.

FOR

One Place Church – Huetter Rd Improvements

- Street surfacing or infill paving
- Monumentation
- Curbs and gutters
- Street lighting
- Gas
- Electric
- Cable TV
- Telephone
- Sanitary Sewer
- Additional Sewer Services
- Temporary Sanitary Sewer
- Storm Sewer
- Water
- Sidewalks
- Stormwater Treatment/Drainage
- Street signs
- Landscaping
- Mail Receptacle Installation
- Improvements shown on construction plans attached as Appendix I
- Other: \_\_\_\_\_

ATTACHMENT "C"  
COST ESTIMATES FOR

One Place Church – Huetter Rd Improvements

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

1.	Public Improvements to be owned, operated, and maintained by the City of Hayden	\$146,438.00
2.	Public Utilities to owned, operated, and maintained by a utility other than the City of Hayden*	\$12,000.00
3.	Other improvements for which bonding is required**	
4.	Total Cost of Improvements requiring bonding	\$158,438.00
5.	Performance Surety calculated at 150% of those improvements not completed from item #4 above	\$237,657.00
6.	Warranty Surety calculated at 25% of #1 above ***	\$36,610.00

\*Identify what public utilities are included in this dollar amount (i.e. Water Jurisdictions, HARSB, Avista, KEC, etc.):

Hayden Lake Irrigation District \$0, Avista: \$12,000.00

\*\*Identify what other improvements are identified here (i.e. improvements to be owned and maintained by an HOA, improvements required as part of another agreement, etc.)

N/A

\*\*\*Warranty Surety is calculated for those improvements for the project that will become public improvements to be owned, operated, and maintained by the City of Hayden (#1) and may include items from #3 above as a single warranty surety rather than separate ones.

ATTACHMENT "C-1"  
DETAILED COST ESTIMATES FOR  
One Place Church – Huetter Rd Improvements

Developer to submit detailed cost estimates showing totals as summarized in Attachment "C".

6/10/2025

**ONE PLACE CHURCH - HUETTER ROADWAY IMPROVEMENTS**

ENGINEERS ESTIMATE OF PROBABLE COST

Item No.	Estimated Quantity	Description & Cost Code	Unit Price	Total Price
<b>6200 - Site Preparation</b>				
<b>6210 - Demolition, Excavation &amp; Grading</b>				<b>\$31,253.00</b>
1	1 LS	Mobilization (Approx. 5% of total 6000 series items)	\$0	\$6,878.00
2	1,950 SY	Roadway grading (Incl. Pav't Sawcut and removal)	\$3.50	\$6,825.00
3	1 EST	Traffic Control (shoulder closure)	\$15,000.00	\$15,000.00
4	1,700 SY	Finish grading	\$1.50	\$2,550.00
<b>6300 - Stormwater</b>				
<b>6300 - Stormwater</b>				<b>\$12,510.00</b>
5	160 LF	12" CMP Culvert	\$61.00	\$9,760.00
6	1,100 LF	Relocate Roadside Ditch	\$2.50	\$2,750.00
<b>6400 - Streets &amp; Walkways</b>				
<b>6405 - Streets, Curbs, Gutter and Sidewalk</b>				<b>\$74,500.00</b>
7	1,700 SY	Asphalt Pavement 4" over 4" Base and 12" Ballast	\$40.00	\$68,000.00
8	1 EST	Concrete Curb Island for rt in/rt out entrance	\$6,500.00	\$6,500.00
<b>6450 - Utilities - Dry</b>				
<b>6450 - Dry Utilities</b>				<b>\$12,000.00</b>
9	1 EST.	Relocate 4 Avista Power Poles and Transmission Line	\$12,000.00	\$12,000.00
<b>6500 - Landscaping, Fencing, &amp; Entry Ways</b>				
<b>6505 - Landscaping</b>				<b>\$1,675.00</b>
10	3,350 SY	Hydeseeding all disturbed areas	\$0.50	\$1,675.00
<b>6520 - Signage &amp; Striping (Public R/W Only)</b>				<b>\$12,500.00</b>
11	1 EST	Permanent Signing	\$1,500.00	\$1,500.00
12	1 EST	Pavement Markings (Incl. turn arrows, stop bars and striping)	\$11,000.00	\$11,000.00
<b>7000 - Construction Observation and Materials Testing</b>				
<b>7010 - Const. Observation and Staking</b>				<b>\$14,000.00</b>
13	1 EST.	Construction staking (incl. subgrade, blue and red tops)	\$3,500.00	\$3,500.00
14	1 EST.	Roadway Widening Design	\$2,500.00	\$2,500.00
15	1 EST.	Construction Observation	\$1,500.00	\$1,500.00
16	1 EST.	Materials Testing and Certifications	\$6,500.00	\$6,500.00
<b>ESTIMATED CONSTRUCTION IMPROVEMENT TOTALS:</b>				<b>\$158,438.00</b>
<b>150% BOND TOTAL:</b>				<b>\$237,657.00</b>



ATTACHMENT "D"  
EVIDENCE OF INSURANCE  
FOR

One Place Church – Huetter Rd Improvements

Developer to provide evidence of insurance for the project.



ATTACHMENT "E"  
SCHEDULE OF THE PROJECT  
FOR  
One Place Church – Huetter Rd Improvements

## Dulci Kau

---

**From:** ssyrcl@tristateid.com  
**Sent:** Wednesday, January 21, 2026 8:11 AM  
**To:** Dulci Kau  
**Cc:** 'Bill Ludwig'  
**Subject:** RE: Huetter Road Improvements.  
**Attachments:** Certificate\_1.20.26.pdf; Huetter Road Widening\_1.21.26.pdf

Per your email request last Friday we have generated the following:

Insurance rider for City staff is attached within  
Huetter Road improvement costs are attached within  
The construction schedule has been generated and shown below:

Remove Existing Striping-2 Days  
Excavation-10 days  
Base and Pavement-4 Days  
Stripping-2 Days  
Choke Shoulder-2 Days  
Clean Up -1 Day

Anticipated Start Date:

Please let us know if you need anything else. Thanks, Steve

---

**From:** Dulci Kau <dkau@haydenid.gov>  
**Sent:** Friday, January 16, 2026 1:32 PM  
**To:** ssyrcl@tristateid.com  
**Subject:** RE: Huetter Road Improvements.

I was a little quick on the trigger on my previous email. I also need a schedule for the work, and proof of insurance identifying the City of Hayden as additionally insured and subrogation waiver. Both of these documents can be added using the link below.

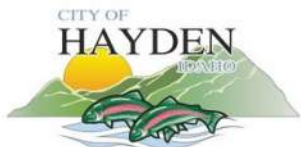
Thanks!

### Dulci Kau, P.E.

City Engineer

[City of Hayden](#)

t: (208) 209-2029



---

**From:** Dulci Kau  
**Sent:** Friday, January 16, 2026 1:21 PM

ATTACHMENT “F”

Appendix I to the Construction Improvement Agreement between the City of Hayden and  
One Place Church, Inc.

FOR

One Place Church – Huetter Rd Improvements

CONSTRUCTION DRAWINGS

Plans Titled	Huetter Road Frontage Improvement Plans for: One Place Church
EOR Stamp Date	September 9, 2025
EOR	Steve Syrcle, PE
Contact Info	<a href="mailto:ssyrcle@tristateid.com">ssyrcle@tristateid.com</a> or (208) 819-0494

Approved By	Dulci Kau, PE – City Engineer
Contact Info	<a href="mailto:dkau@haydenid.gov">dkau@haydenid.gov</a> or 208-209-2029
Date	September 18, 2025
Sheets	1 to 6

- ENGINEER**  
 **APPROVED**  
 **APPROVED WITH COMMENTS**  
 **REVISE AND RESUBMIT**



REVIEW OF THESE PLANS IS TO VERIFY CONFORMANCE TO CITY CODE, STANDARDS, AND POLICIES, AND ANY ACTION SHOWN IS SUBJECT TO THOSE REQUIREMENTS. SHOULD THESE PLANS CONTAIN ANY PROVISIONS NOT IN CONFORMANCE WITH CITY CODE, STANDARDS, AND POLICIES, THIS APPROVAL DOES NOT CONSTITUTE A VARIANCE OR APPROVAL FOR DEVIATION. THE DEVELOPER'S ENGINEER AND CONTRACTOR ARE RESPONSIBLE FOR VERIFICATION OF DIMENSIONS, UTILITY LOCATIONS, AND EXISTING SITE CONDITIONS; FOR DIRECTION OF ANY FABRICATION PROCESSES, CONSTRUCTION TECHNIQUES, AND PROJECT COORDINATION, AND FOR SATISFACTORY PERFORMANCE AND COMPLETION OF THE WORK.

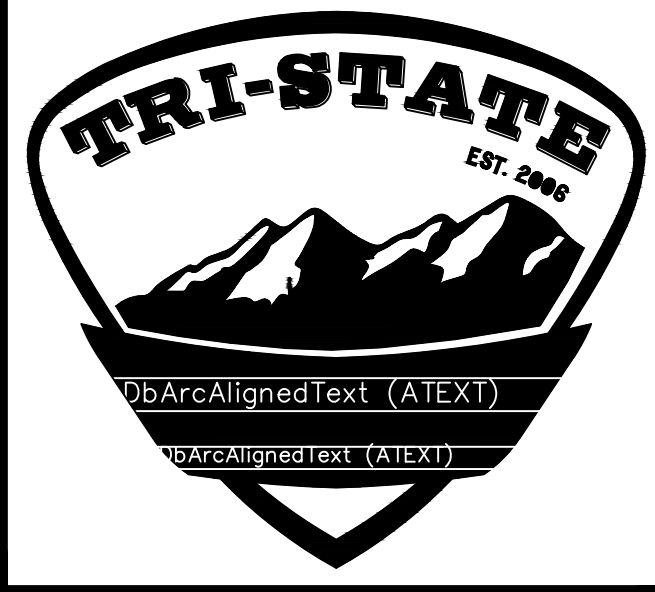
BY: Dulci Kau DATE: 09/18/2025

# HUETTER ROAD FRONTAGE IMPROVEMENT PLANS FOR: ONE PLACE CHURCH

CITY OF HAYDEN, IDAHO



CALL 811  
 48 HOURS  
 BEFORE YOU DIG



**OWNER INFORMATION**

ONE PLACE CHURCH INC  
 190 W CENTA AVE  
 HAYDEN, ID 83835

**ENGINEER OF RECORD**

TRI-STATE CONSULTING ENGINEERS, INC  
 11358 N. GOVERNMENT WAY  
 HAYDEN, ID 83835  
 (208)665-9502

**BENCH MARK**

THE DATUM FOR THE PROJECT IS NAVD 88.

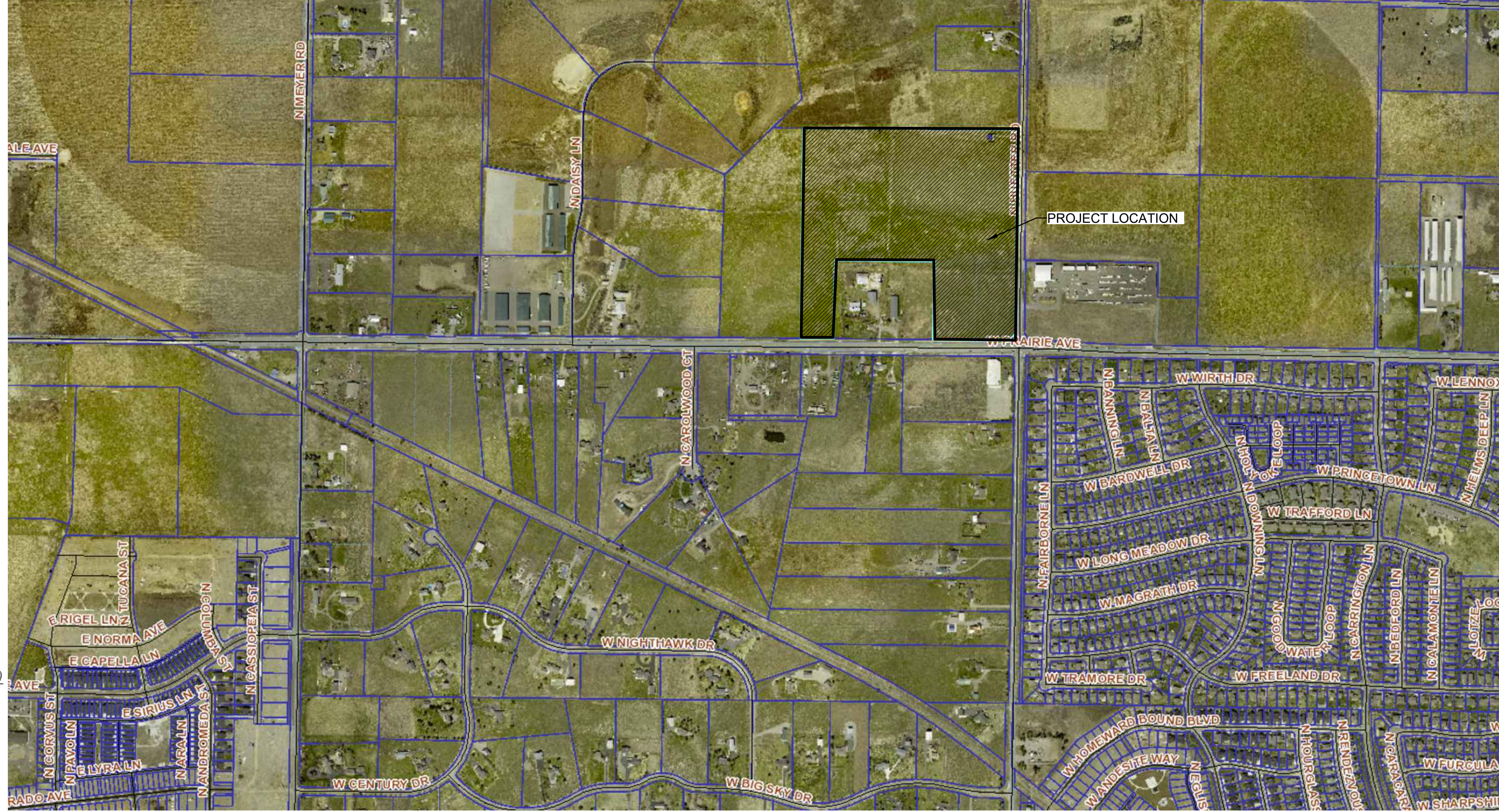
SUBTRACT 3.82 FEET FROM ALL STATED ELEVATIONS FOR NGVD 29.

**SURVEY LEGEND**

- BENCHMARK
- PROPERTY CORNER
- WELL
- WATER VALVE
- GAS UTILITY
- ELECTRICAL UTILITY
- COMMUNICATION UTILITY
- TELEPHONE UTILITY
- CITY WIRE
- ELECTRICITY POLE
- FENCE POST
- LIGHT POLE
- DRYWELL
- UNIDENTIFIED OVERHEAD UTILITY
- SANITARY SEWER SERVICE
- WATER SERVICE
- EXISTING SIDEWALK
- EXISTING GRAVEL
- EXISTING EDGE OF PAVEMENT
- PROPERTY BOUNDARY
- EXISTING CURB
- EXISTING EASEMENT
- MAJOR CONTOUR
- MINOR CONTOUR
- R.O.W. CENTER LINE
- EXISTING FENCE
- OVERHEAD POWER LINE
- SEWER MAIN
- 12" WATER MAIN

**ENGINEERING LEGEND**

- # DETAIL NUMBER
- # DETAIL SHEET
- # PARKING SPOTS IN ROW
- # KEYNOTE
- PROPOSED DRYWELL
- SIGN (AS NOTED)
- BARRICADE
- MAILBOX
- PROPOSED CURB INLET
- FIRE HYDRANT
- THRUST BLOCK
- TEE
- 22.5° BEND
- 90° BEND
- DRAINAGE FLOW RAMP
- PROPOSED BUILDING
- PROPOSED GRAVEL
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED SWALE
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- PROPOSED R.O.W.
- PROPOSED LOT LINES
- EASEMENT
- PROPOSED CURB & GUTTER
- PROPOSED DITCH
- PROPOSED BASIN
- PROPOSED FILTER FABRIC FENCE
- GRADING LINES
- INDEX GRADING LINES
- GRADING LIMITS
- 12" CMP
- ELEVATION TOP BACK OF CURB
- ELEVATION FINISHED GRADE FLOW LINE
- ELEVATION FINISHED GRADE



PROJECT LOCATION OVERVIEW

N.T.S.

**SHEET INDEX**

- T1. COVER SHEET
- T2. NOTES AND TYPICAL SECTION
- C1. OVERALL SITE PLAN
- C2. HUETTER ROAD PLAN AND PROFILE  
 STA. 0+00 TO STA. 10+50
- C3. HUETTER ROAD PLAN AND PROFILE  
 STA. 10+50 TO STA. 20+38
- D1. DETAILS

REVISIONS		
NO.	DESCRIPTION	BY:

COVER SHEET FOR:  
**ONE PLACE CHURCH**  
 A DEVELOPMENT LOCATED IN THE CITY OF HAYDEN, IDAHO



9/9/2025

DESIGNED:  
SWS

DRAWN BY:  
SWS

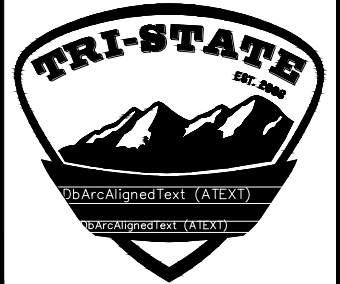
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SCALE:  
H: N/A  
V: N/A

PROJECT NUMBER  
22.031

SHEET

T1



CALL 811  
48 HOURS  
BEFORE YOU DIG

ENGINEERS  
PLANNERS  
11358 N. Government Way  
Hayden, Idaho 83835  
Office (208) 665-9502

**GENERAL NOTES**

- HAYDEN REQUIREMENTS (VA ENCROACHMENT PERMIT AND AGREEMENTS) WILL GOVERN.
- ALL WORK SHALL CONFORM TO THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION," (ISPCW), 2015 EDITION, AND THE CITY OF HAYDEN STANDARD DRAWINGS AND SPECIFICATIONS. IN CASE OF CONFLICT, CITY OF HAYDEN STANDARDS SHALL PREVAIL.
- THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY PRIOR TO STARTING WORK NEAR ANY FACILITIES AND SHALL COORDINATE HIS WORK WITH COMPANY REPRESENTATIVES. ALL UTILITY SERVICES SHALL BE INSTALLED UNDERGROUND. FOR EXISTING UTILITY LOCATIONS, CONTACT CALL BEFORE YOU DIG AT 1-800-428-4950 AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATIONS.
- WORK SHALL NOT BEGIN UNTIL SITE PLAN IS APPROVED BY THE CITY.
- THE ENGINEER SHALL NOTIFY THE CITY OF HAYDEN ENGINEERING INSPECTOR 48 HOURS PRIOR TO STARTING WORK.
- A PERMIT SHALL BE OBTAINED FROM THE CITY ENGINEERING DEPARTMENT FOR WORK WITHIN EXISTING CITY RIGHT-OF-WAY.
- THE CONTRACTOR SHALL HAVE AN APPROVED SET OF IMPROVEMENT PLANS ON THE JOB SITE AT ALL TIMES.
- WHEELCHAIR RAMP SHALL BE INSTALLED AT ALL CURB RETURNS, PER CITY OF HAYDEN STANDARDS.
- CONSTRUCTION EXPANSION JOINTS ARE REQUIRED IN CURB AND GUTTER AT RETURNS AND AT DRIVEWAY INTERSECTIONS, PER CITY STANDARDS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY TEN (10) FEET, PER CITY STANDARDS.
- ALL UNDERGROUND UTILITY LATERALS SHALL BE INSTALLED BEFORE CONSTRUCTION OF CURBS, CROSS GUTTERS, OR SURFACING OF THE STREETS.
- WHERE TRENCHES ARE WITHIN PUBLIC EASEMENTS, COMPACTION TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND THE CITY ENGINEER BY A QUALIFIED SOILS ENGINEER WHICH CERTIFY THAT TRENCH BACKFILL WAS COMPACTED AS REQUIRED IN ACCORDANCE WITH ISPCW AND/OR CITY OF HAYDEN SPECIFICATIONS.
- ALL TESTING REQUIRED BY THE CITY WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT, CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED IN CONNECTION WITH THIS PROJECT, SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER, INCLUDING NECESSARY SAW CUTTING, REMOVAL, REPLACEMENT AND CAPPING.
- NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE ENGINEER.
- THE ENGINEER SHALL PERFORM MATERIALS AND QUALITY CONTROL ON THE PROJECT AND SHALL SUBMIT COPIES OF DAILY REPORT, TEST REPORTS, PROJECT CERTIFICATION AND AS-BUILTS TO THE CITY ENGINEER.
- CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE PERIOD BETWEEN 6:00 AM TO 9:00 PM ON WEEKDAYS AND 7:00 AM TO 6:00 PM ON WEEKENDS, UNLESS OTHERWISE APPROVED BY THE CITY OF HAYDEN'S CITY ENGINEER.

**GENERAL CONSTRUCTION NOTES**

- THE DESIGNING ENGINEER/ENVIRONMENTAL HEALTH SPECIALIST SHALL INSPECT THE SITE AND EVALUATE WEATHER CONDITIONS PRIOR TO CONSTRUCTION OF THE SYSTEM TO VERIFY DRY AND ACCEPTABLE SOIL AND THAT WEATHER CONDITIONS ARE SUITABLE TO BEGIN CONSTRUCTION.
- THE DESIGNING ENGINEER/ENVIRONMENTAL HEALTH SPECIALIST SHALL VERIFY WITH THE CONTRACTOR THE PROPER STAKING OF THE SYSTEM PRIOR TO ANY CONSTRUCTION. THE SYSTEM DETAILS, CONFIGURATION, LOCATION, CONTOUR, PERCOLATION AREA, RESERVE AREA, ETC. SHALL BE VERIFIED.
- THE DESIGNING ENGINEER/ENVIRONMENTAL HEALTH SPECIALIST OR CONTRACTOR SHALL NOTIFY THE PHD A MINIMUM OF 24 HOURS IN ADVANCE OF WHEN CONSTRUCTION IS TO TAKE PLACE AND CERTIFY THAT THE SOIL CONDITIONS ARE ACCEPTABLE FOR CONSTRUCTION PURPOSES AND THAT THE STAKING OF THE SYSTEM HAS BEEN ACCOMPLISHED AND CERTIFIED.
- ALL MEETINGS AND INSPECTIONS SHALL BE SCHEDULED WITH THE DESIGNING ENGINEER/ENVIRONMENTAL HEALTH SPECIALIST A MINIMUM OF 48 HOURS IN ADVANCE AND SHALL INCLUDE A MINIMUM-
  - PRE-CONSTRUCTION CONFERENCE
    - SOIL MOISTURE AT THE APPROPRIATE DEPTHS ARE NOT SO HIGH AS TO HAVE THE SOIL SMEAR OR COMPACT DUE TO CONSTRUCTION ACTIVITIES.
    - IMMINENT WEATHER CONDITIONS APPEAR THAT THEY WILL NOT CREATE UNSUITABLE SOIL MOISTURE CONDITIONS DURING THE COURSE OF CONSTRUCTION.
    - LAYOUT AND STAKING OF THE PRIMARY SYSTEM BASAL AREA, DISTRIBUTION BED AND THE RESERVE AREA BOUNDARY TO SUBSTANTIALLY CONFORM TO THE APPROVED CONSTRUCTION PLANS.
    - THE SOURCE OF THE SOIL COVER MATERIAL SHALL BE DESIGNATED, AND A SAMPLE SHALL BE MADE AVAILABLE AND APPROVED BY THE DESIGN CONSULTANT PRIOR TO PLACEMENT.
  - INTERIM INSPECTION, PERFORMED PRIOR TO COVERING ANY ELEMENTS OF THE SYSTEM, SHALL BE VERIFIED BY VISUAL INSPECTION AND OPERATION OF THE SYSTEM. A JOINT INSPECTION BY THE DESIGNER, THE CONTRACTOR AND THE PHD IS REQUIRED. INSPECTION SHALL INCLUDE-
    - LINE AND GRADE OF ALL EXCAVATIONS AND FILLS AS APPLICABLE.
    - FUNCTION AND SETTING OF ANY CONTROL DEVICES, INCLUDING BUT NOT LIMITED TO VALVES, SWITCHES, AND ALARMS.
    - HYDRAULIC TESTING OF ANY PUMP AND DISTRIBUTION SYSTEM, TO ASSURE THAT THE PUMP IS ADEQUATE FOR DESIGN FLOWS.
    - ALL THE REMAINING ELEMENTS REQUIRED TO COMPLETE THE SYSTEM SHALL BE ON SITE AT THE TIME FOR VERIFICATION AND APPROVAL BY THE DESIGNER FOR CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.
  - FINAL INSPECTION OF COMPLETED SYSTEM AND ALL RELATED ITEMS PER THE CONSTRUCTION DOCUMENTS SHALL BE MADE. A JOINT INSPECTION WITH THE PHD MAY BE REQUIRED.
    - THE DESIGNER SHALL VERIFY THAT ALL CONSTRUCTION IS IN GENERAL CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATION.
    - A FINAL LETTER FROM THE DESIGNER TO THE PHD SHALL STATE THAT ALL CONSTRUCTION HAS BEEN COMPLETED, APPROVED, AND IS IN CONFORMANCE WITH THE SPECIFICATIONS.
    - A FINAL INSPECTION BY THE PHD IS ALSO REQUIRED. A CONCURRENT INSPECTION IS REQUIRED WHEN DOSE AND ALARM FLOATS MUST BE SET OR WHEN MAJOR CORRECTIONS WERE REQUIRED AT THE INTERIM INSPECTION.

**EXCAVATION AND BACKFILL FOR UTILITIES**

ALL METHODS AND MATERIALS SHALL COMPLY WITH THE LATEST EDITIONS OF THE UNIFORM AND BUILDING CODE; THE IDAHO STATE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION; THE CITY OF HAYDEN SUPPLEMENTAL SPECIFICATIONS TO THE STANDARD SPECIFICATION; ANWA; APWA; AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL CODES, RULES AND REGULATIONS.

**ELECTRIC, CABLE TV, TELEPHONE**

CONTRACTOR SHALL COORDINATE ELECTRICAL, CABLE TV, AND TELEPHONE FACILITIES WITH THE OWNER AND THE AUTHORITIES PROVIDING THESE SERVICES TO DETERMINE THE SPECIFIC REQUIREMENTS FOR THIS PRODUCT.

**EROSION CONTROL NOTES**

GRADING AND EARTH MOVING ACTIVITIES SHALL BE LIMITED TO THE PERIOD BETWEEN APRIL 1ST AND OCTOBER 15TH AND SHALL NOT BE PERMITTED DURING WINTER MONTHS. EROSION CONTROL MEASURES SHALL BE COMPLETED BY OCTOBER 15TH. ANY WORK TO INSTALL A SEPTIC SYSTEM AFTER OCTOBER 15TH SHALL REQUIRE THE APPROVAL OF THE DISTRICT ENVIRONMENTAL HEALTH SPECIALIST PRIOR TO COMMENCEMENT.

- ALL CONSTRUCTION SHALL REQUIRE THE FOLLOWING EROSION CONTROL STEPS:
- VEGETATION REMOVAL SHALL BE LIMITED TO THE MINIMUM AMOUNT NECESSARY TO ACCOMMODATE THE PROJECT.
  - ALL GRADED AREAS (INCLUDES BOTH CUTS AND FILLS) SHALL BE SEEDED AND FERTILIZED AND INCLUDE STRAW MULCH FOR EROSION CONTROL. EROSION CONTROL MATERIALS AND APPLICATION SHALL BE IN ACCORDANCE WITH STATE AND COUNTY SPECIFICATIONS AND SHALL CONSIST OF APPLYING SEED AND FERTILIZER AT THE RATES SPECIFIED BELOW. SEED AND FERTILIZER SHALL BE EITHER APPLIED MECHANICALLY OR BY HYDRO-SEEDING. HYDRO-SEEDING REQUIRES THE APPLICATION OF FIBER AND STABILIZING EMULSION. MECHANICAL APPLICATION SHALL REQUIRE ROLLING, TAMPING, OR OTHERWISE WORKING THE SEED AND FERTILIZER ONTO THE SOIL. ADDITIONALLY, AFTER SEEDING, STRAW SHALL BE APPLIED AT A RATE SPECIFIED BELOW AND INCORPORATED INTO THE SOIL. IN LIEU OF STRAW, THE CONTRACTOR MAY HYDRO-SEED GRADED AREAS INCORPORATING STABILIZING EMULSION. REVEGETATION MEASURES SHOULD BE COMPLETED BEFORE OCTOBER 15TH.

ITEM	SPREAD RATE POUNDS/ACRE
BLANDO BROME SEED	30
*ROSE OR CRIMSON CLOVER	20
FERTILIZER (16-20-0 AND 15% SULFUR)	500
STRAW	4,000
FIBER (FOR HYDRO-SEEDING)	500
**STABILIZING EMULSION (FOR HYDRO-SEEDING) PER MANUFACTURER	

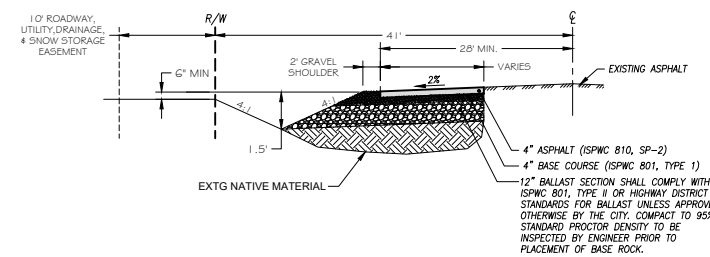
\*INOCULATED WITH RHIZOBIUM TRIFOLI  
\*\*NON-ASPHALTIC, DERIVED FROM PLANTS

- ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED.
- EROSION CONTROL DEVICES REQUIRE MONITORING AND MAINTENANCE AT REGULAR INTERVALS. ADDITIONAL MONITORING AND MAINTENANCE IS REQUIRED DURING AND FOLLOWING ANY SIGNIFICANT STORM EVENT.
- ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PER THE MANUAL STANDARDS FOR EROSION CONTROL AND SEDIMENT CONTROL MEASURES.

- ALL UNFINISHED GRADED AREAS SHALL INCLUDE THE FOLLOWING EROSION CONTROL STEPS:
- STRAW BALES TO BE PLACED AT THE INLET OF EACH DROP INLET (IF ANY) REQUIRED TO FILTER SILT AND DIRT FROM ANY STORM WATER FLOW. STRAW BALE BARRIERS TO BE EMBEDDED AND STAKED TO HELP PERFORMANCE.
  - UNFINISHED GRADED AREAS TO HAVE A ROW OF SILT FENCING PLACED ACROSS THE LOWER SIDE OF THE GRADED AREA TO PREVENT SILT AND DIRT SHEET FLOW ACROSS ANY PROPERTY LINE.

**PAVEMENT NOTES**

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF HAYDEN STANDARDS AND ISPCW.
- SUBMIT ASPHALT MIX DESIGN TO THE CITY OF HAYDEN FOR APPROVAL.
- ASPHALT CEMENT SHALL BE PG58-28 WITH 1/2" AGGREGATE AND SHALL CONFORM TO SECTION 810 OF ISPCW.
- A PRE-PAVEMENT CONSTRUCTION MEETING SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF WORK.
- UTILITY EXCAVATIONS SHALL BE BACKFILLED, TESTED, AND APPROVED BY THE SOILS ENGINEER PRIOR TO SUBGRADE PREPARATION.
- BALLAST LIFT SHALL BE COMPACTED TO 95% STANDARD PROCTOR. SUBGRADE SHALL BE COMPACTED TO 95% MODIFIED PROCTOR TO A DEPTH OF 12 INCHES, TESTED, AND APPROVED BY THE SOILS ENGINEER AND APPROVED FOR LINE AND GRADE BY THE DESIGN CIVIL ENGINEER PRIOR TO PLACEMENT OF BASE MATERIAL.
- PRIOR TO PLACING BASE MATERIAL, THE FOLLOWING SHALL BE COMPLETED:
  - PROVIDE COMPACTION TEST RESULTS FOR ALL UTILITY TRENCHES, SUBGRADE, AND AREAS UNDER CURB AND GUTTER TO THE CITY ENGINEERING INSPECTOR;
  - OBTAIN AUTHORIZATION FROM THE CITY INSPECTOR AND THE ENGINEER TO PROCEED WITH PLACEMENT OF BASE MATERIAL. THE CITY INSPECTOR SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO PLACEMENT OF BASE MATERIAL.
  - PRIOR TO PLACING BASE, THE SUBGRADE SHALL BE PROOF-ROLLED AND OBSERVED BY THE CITY'S ENGINEERING INSPECTOR AND THE ENGINEER.
- COMPACTION OF THE CRUSHED AGGREGATE BASE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 802.04 OF ISPCW, UTILIZING ASTM T-180.
- COMPACTION OF THE AGGREGATE BASE SHALL BE TESTED AND APPROVED BY A QUALIFIED ENGINEER PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE.
- A TACK COAT SHALL BE APPLIED TO THE ADJACENT CURBS AND ASPHALT SAW CUTS PRIOR TO PLACEMENT OF ASPHALT.
- PRIOR TO PLACING ASPHALT CONCRETE, THE FOLLOWING SHALL BE COMPLETED:
  - PROVIDE COMPACTION TEST RESULTS FOR BASE MATERIAL TO THE CITY'S ENGINEERING INSPECTOR;
  - OBTAIN AUTHORIZATION FROM THE CITY TO PROCEED WITH ASPHALT PAVING. THE CITY INSPECTOR SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE.
- PLACEMENT OF ASPHALTIC CONCRETE SHALL BE OBSERVED AND TESTED BY A REPRESENTATIVE OF THE ENGINEER OF WORK.
- PRIOR TO APPROVAL BY THE CITY:
  - THE PAVEMENT SHALL BE WATER TESTED FOR PROPER DRAINAGE AND APPROVED BY THE CITY INSPECTOR.
- THE CITY ENGINEER MAY REQUIRE THE PAVEMENT SECTIONS SHOWN ON THE PLANS TO BE VERIFIED BY "R" VALUE TESTS TAKEN FROM EXPOSED SUBGRADE.
- THE CITY ENGINEER MAY REQUIRE CORING OF THE ASPHALT PAVEMENT TO VERIFY THICKNESS.
- PRIOR TO PAVING, ALL UNDERGROUND UTILITIES MUST BE TESTED AND APPROVED BY THE ACCEPTING AGENCY.
- PRIOR TO PAVEMENT PLACEMENT, ALL VALVE BOXES AND MANHOLE CASTINGS SHALL BE ADJUSTED SO THAT THE APPLICABLE WATER DISTRICT SHALL PROVIDE PRELIMINARY APPROVAL TO THE CITY FOR THE CONSTRUCTION OF THE WATER MAINS, INCLUDING THE PASSING PRESSURE TESTING, WATER MAIN DEPTHS, VALVE BOX INSTALLATION, ETC.



**HUETTER ROAD TYPICAL CROSS SECTION**

(STA: 5+58 - 20+38)  
NO SCALE

NOTES SHEET FOR:  
**ONE PLACE CHURCH**  
A DEVELOPMENT LOCATED IN THE CITY OF HAYDEN, IDAHO



9/9/2025

DESIGNED:  
MHM

DRAWN BY:  
MHM

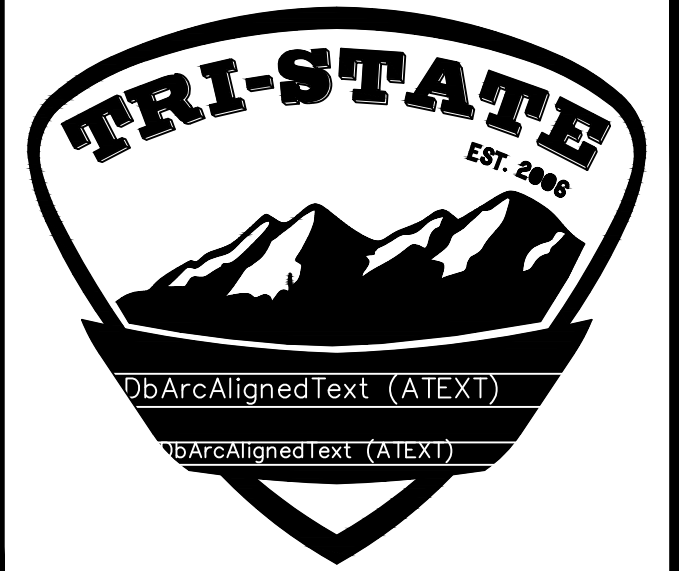
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V: N/A

PROJECT NUMBER  
22.031

SHEET

T2



CALL 811  
48 HOURS  
BEFORE YOU DIG

ENGINEERS  
PLANNERS  
11358 N. Government Way  
Hayden, Idaho 83835  
Office (208) 665-9502

OVERALL SITE PLAN FOR:  
**ONE PLACE CHURCH**  
A DEVELOPMENT LOCATED IN THE CITY OF HAYDEN, IDAHO



9/9/2025

DESIGNED:  
MHM

DRAWN BY:  
MHM

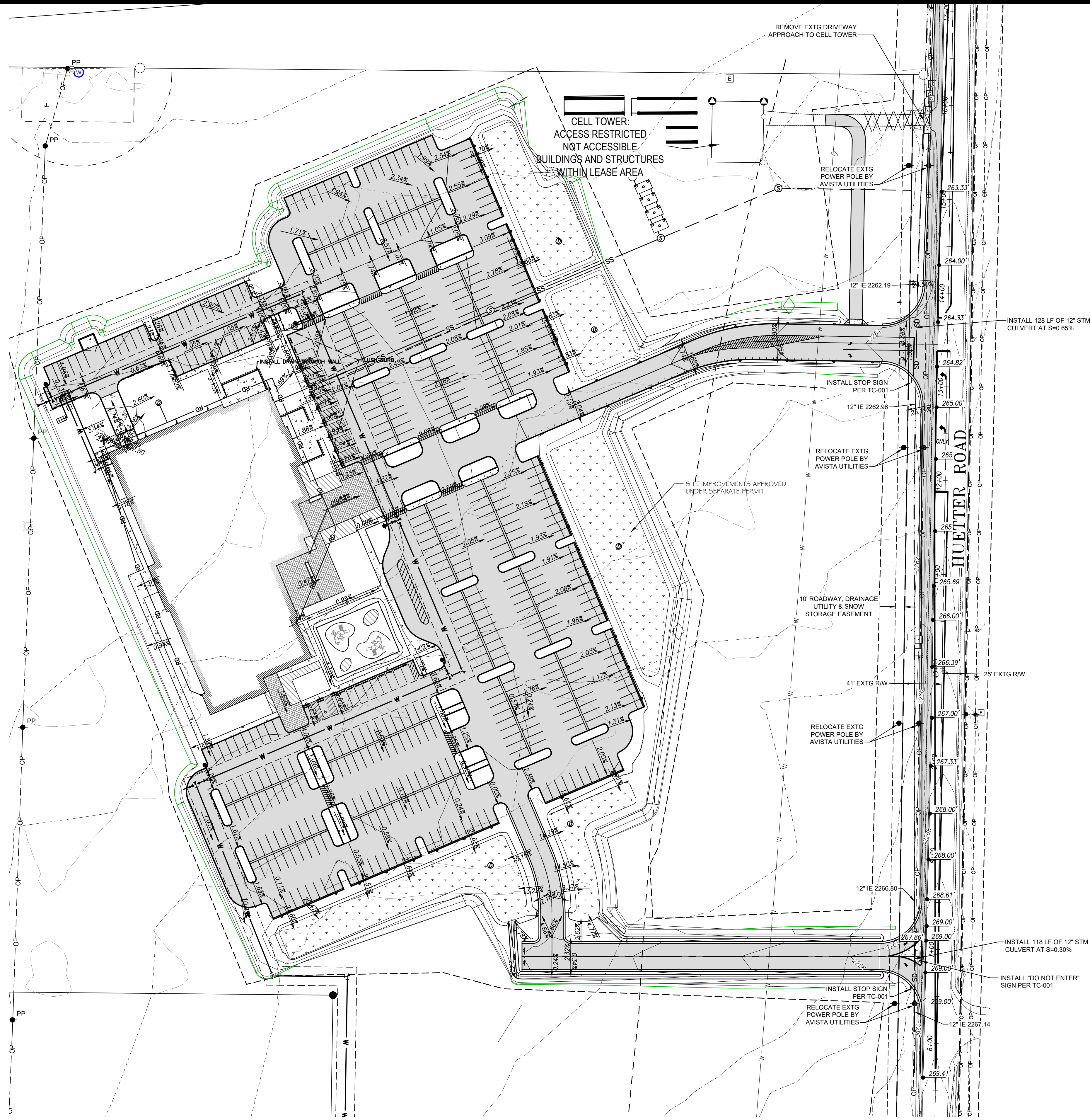
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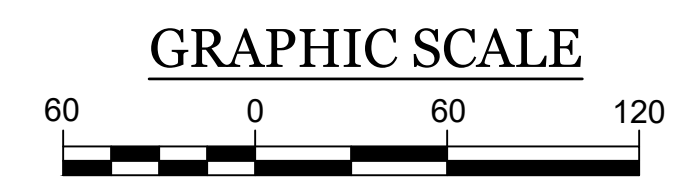
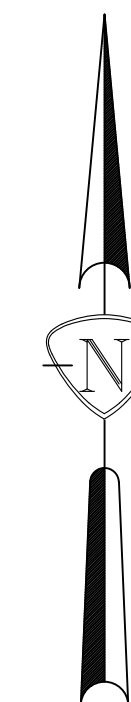
PROJECT NUMBER  
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SHEET

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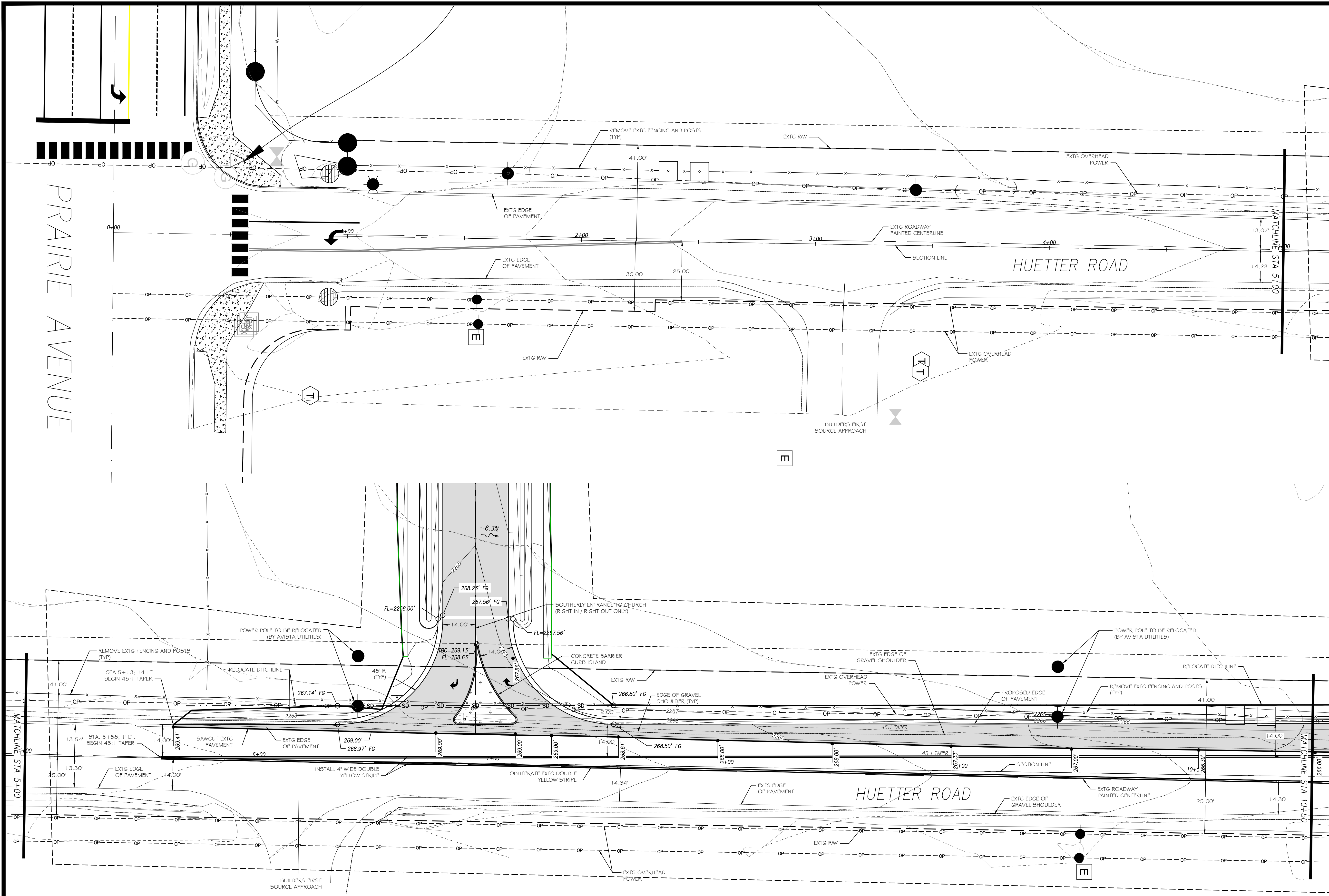
PROPOSED SITE PLAN



SCALE: 1" = 60'  
CONTOUR INTERVAL = 1'  
22x34



ENGINEERS  
PLANNERS  
11358 N. Government Way  
Hayden, Idaho 83835  
Office (208) 665-9502

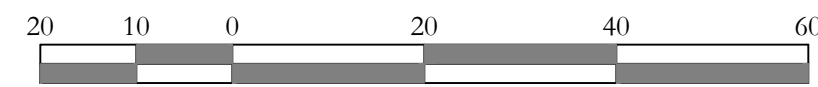


PRAIRIE AVENUE

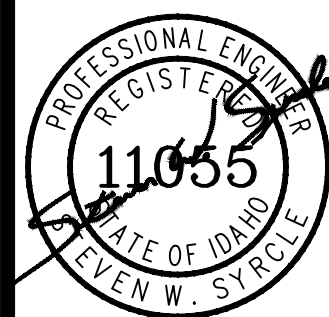
HUETTER ROAD

HUETTER ROAD

Scale 1" = 20'



HUETTER ROAD FRONTAGE IMPROVEMENTS STA: 0+00 TO 10+50 FOR:  
**ONE PLACE CHURCH**  
 A DEVELOPMENT LOCATED IN THE CITY OF HAYDEN, IDAHO

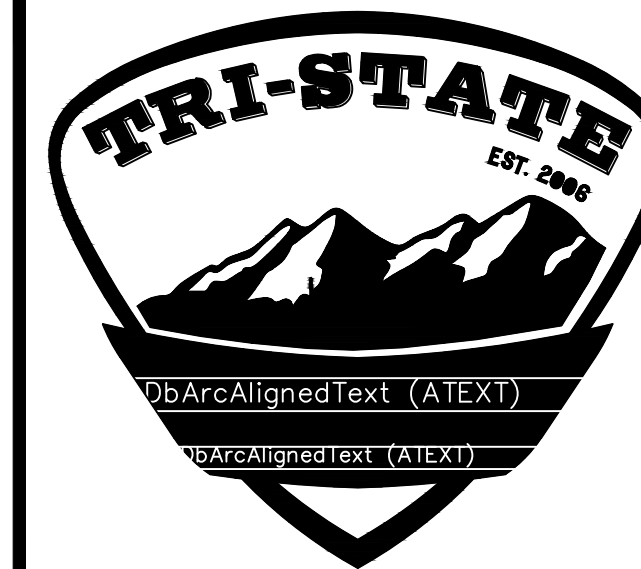


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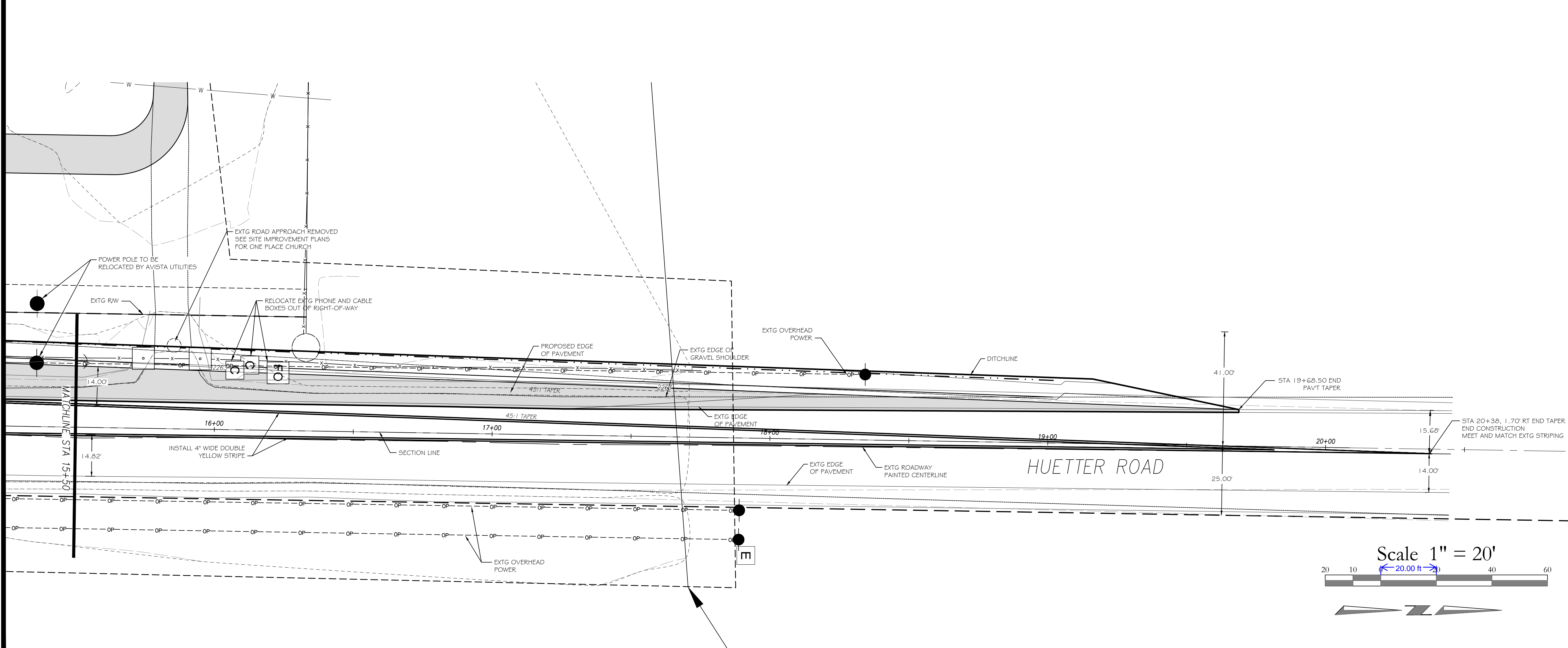
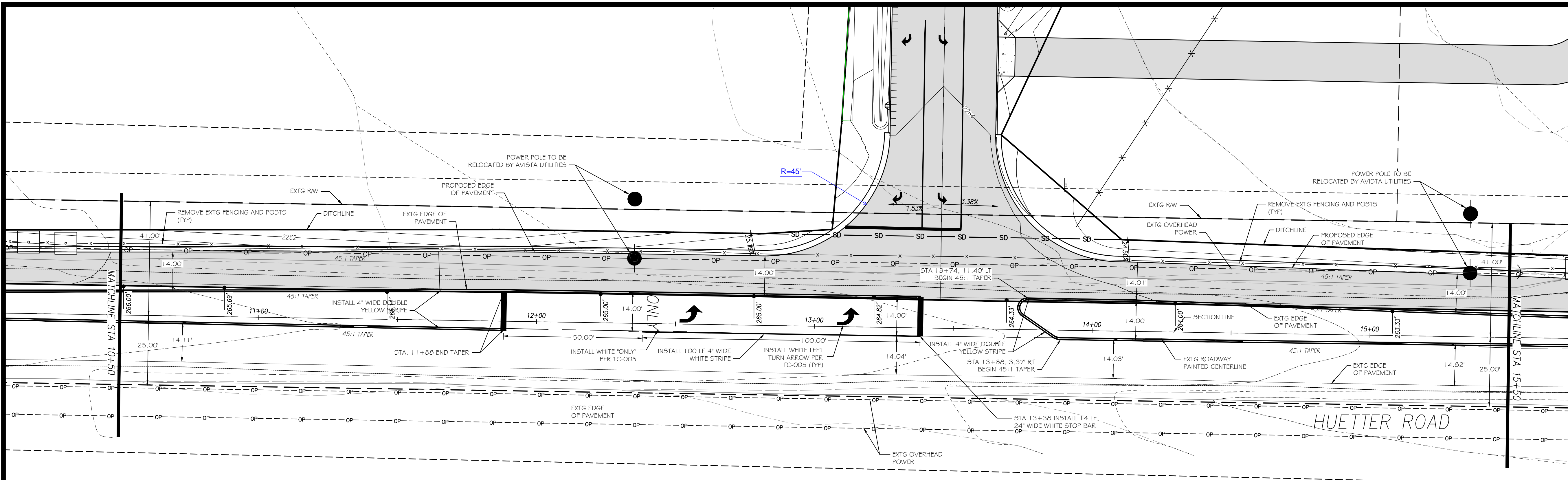
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V: N/A  
PROJECT NUMBER  
22.031

SHEET

C2



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Office (208) 665-9502



HUETTER ROAD FRONTAGE IMPROVEMENTS STA: 10+50 TO 20+38 FOR:  
**ONE PLACE CHURCH**  
A DEVELOPMENT LOCATED IN THE CITY OF HAYDEN, IDAHO



09/09/25

DESIGNED:  
SWS

DRAWN BY:  
SWS

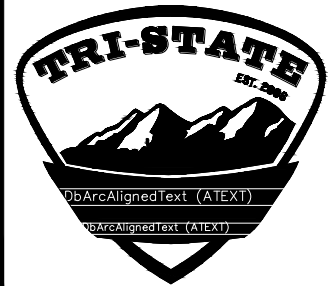
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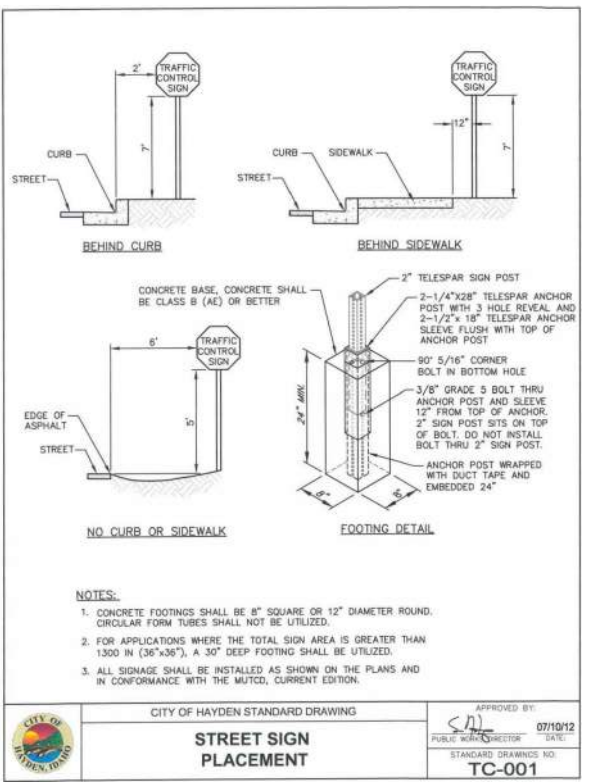
PROJECT NUMBER  
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SHEET

C3



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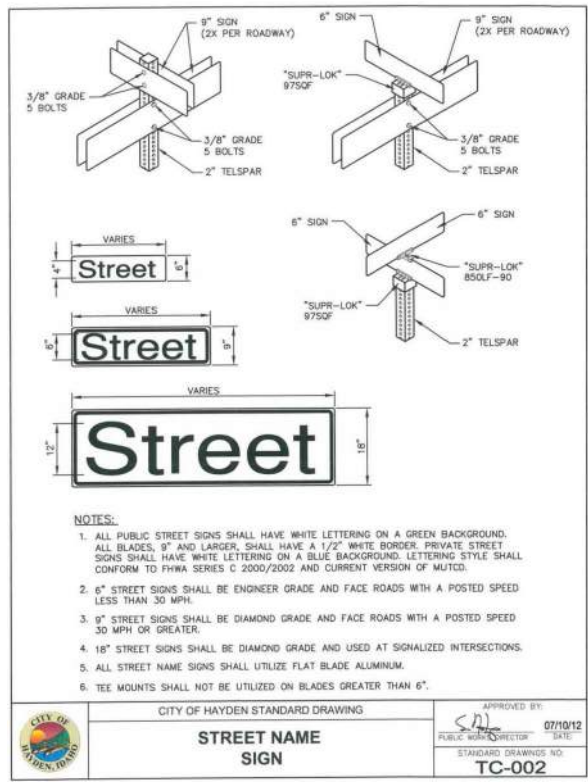
CITY OF HAYDEN STANDARD DRAWING

APPROVED BY: [Signature] DATE: 07/10/12

PUBLIC WORKS DIRECTOR

STANDARD DRAWINGS NO: TC-001

**STREET SIGN PLACEMENT**



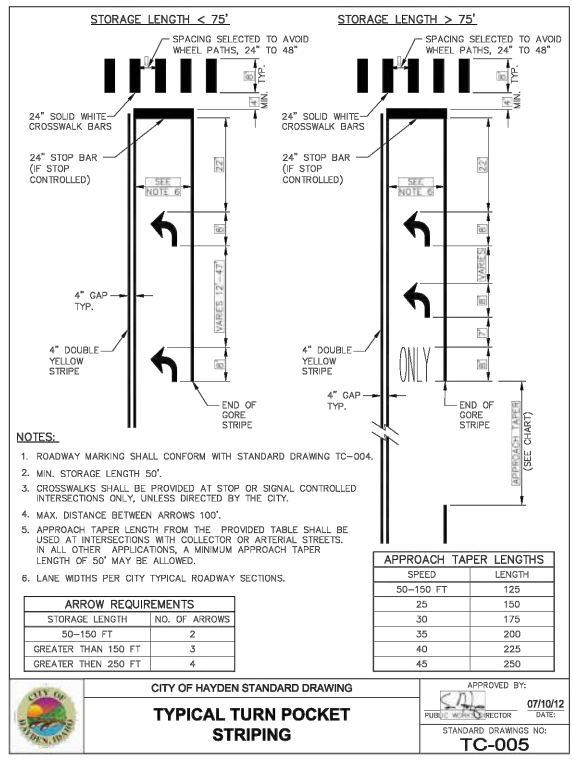
CITY OF HAYDEN STANDARD DRAWING

APPROVED BY: [Signature] DATE: 07/10/12

PUBLIC WORKS DIRECTOR

STANDARD DRAWINGS NO: TC-002

**STREET NAME SIGN**



CITY OF HAYDEN STANDARD DRAWING

APPROVED BY: [Signature] DATE: 07/10/12

PUBLIC WORKS DIRECTOR

STANDARD DRAWINGS NO: TC-005

**TYPICAL TURN POCKET STRIPING**

CITY OF HAYDEN DETAILS FOR:

# ONE PLACE CHURCH

A DEVELOPMENT LOCATED IN THE CITY OF HAYDEN, IDAHO



09/09/25

DESIGNED: SWS  
DRAWN BY: SWS  
CHECKED: SWS  
SCALE: H: N/A, V: N/A  
PROJECT NUMBER: 22.031

SHEET

**D1**

## H. Acceptance of the Newton Grant of Easement



# Memo

To: Mayor and Hayden City Council

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

Date: 12/4/2025

**Agenda Item: Acceptance of Grant of Easement Associated with John Newton's Accessory Dwelling Unit**

---

## **Agenda Item Location**

Consent

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

John Newton has received a building permit for an Accessory Dwelling Unit (PB25-0418) at 232 E Hayden Avenue and has provided the grant of easement required by Hayden City Code 11-4-7(c).

Staff recommends the City Council accept the grant of easement 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**

Grant of Easement and Right-of-Way Dedication

Figure 1 - Vicinity Map



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

---

**Document Title:** GRANT OF EASEMENT  
**Grantor(s):** John P Newton  
**Grantee(s):** City of Hayden  
**Legal Description:** Avondale Tax #8721 In Tract 98, Section 24, Township 51N Range 04W  
**Assessor's Tax Parcel Number:** H045024098AF

### GRANT OF EASEMENT

The Grantor(s), **John P. Newton, 232 E Hayden Avenue, Hayden, Idaho 83835** 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, 8930 N Government Way, Hayden, Idaho 83835**, 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 Exhibits "A" and "B" attached hereto and made a part hereof.

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

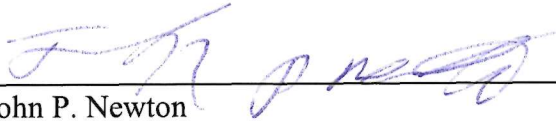
Attest:

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

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

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

DATED this 11 day of feb, 2025.

  
\_\_\_\_\_  
John P. Newton

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 11<sup>th</sup> day of Feb 6, 2025, before me, a Notary Public in and for said state, personally appeared John P. Newton, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



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

EXHIBIT "A"

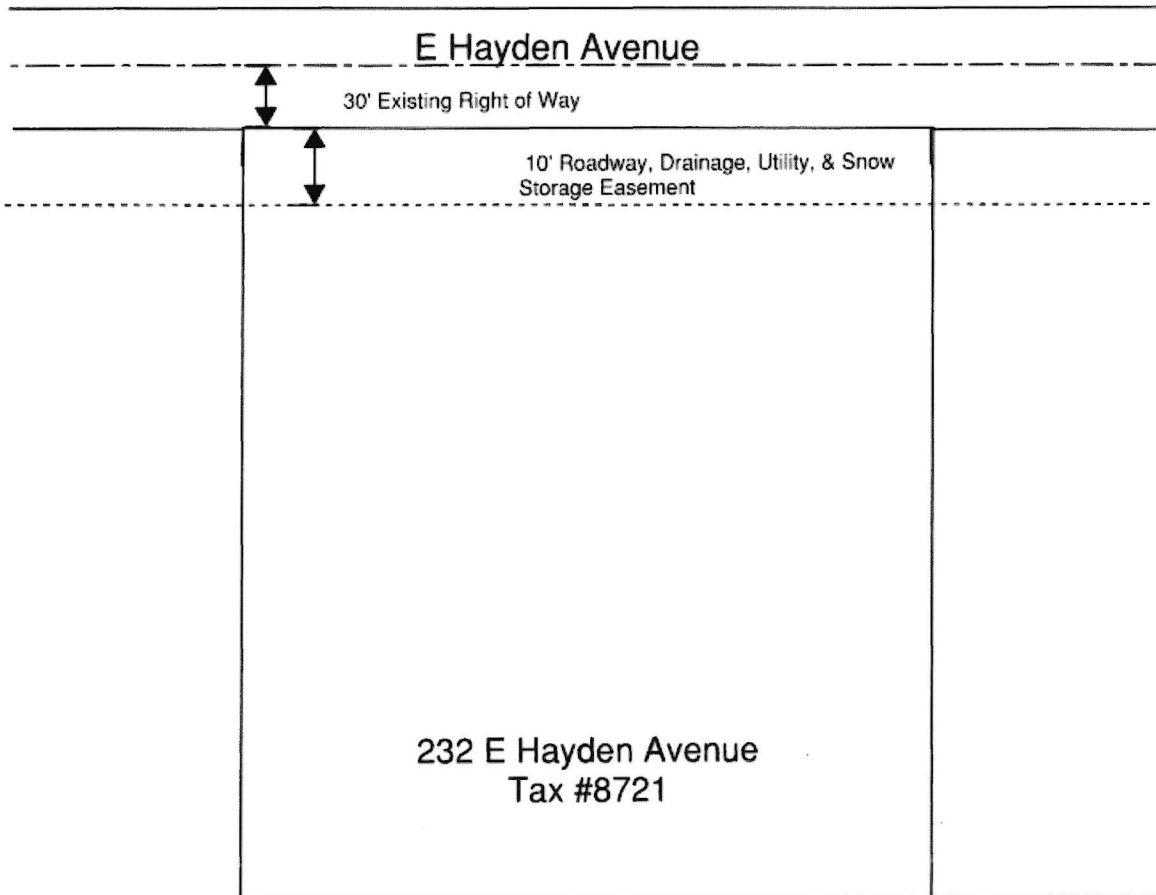
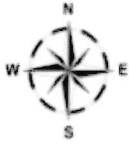
The North 10' of Tax Parcel #8721 more specifically identified as

A part of the Northwest Quarter of Tract 98, Avondale Irrigated Tracts, according to the plat recorded in Book "B" of Plats, page 132, records of Kootenai County, Idaho described as follows:

Beginning 155.1 feet East of the Northwest corner of Tract 98; thence  
East 89.5 feet; thence  
South, 316.39 feet; thence  
West, 89.89 feet, thence  
Northerly, 316.37 feet to the POINT OF BEGINNING.

Less any portion within the road right-of-way.

EXHIBIT "B"  
SKETCH



I. Approval of The Bridge Final Plat



# Memo

To: Mayor and Hayden City Council

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

Date: 2/19/2026

**Agenda Item: Approval of The Bridge Final Plat**

---

## **Agenda Item Location**

Consent

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

Staff recommends City Council approve the Final Plat, and permit the Mayor to sign the Final Plat prior to recordation with the Kootenai County Recorder's Office.

## **Functional Impact of Authorizing**

The Bridge is a residential townhome project located at 2420 W Hayden Avenue, which was approved under Project Number J2024-0774. 43' of right-of-way will be dedicated, and 10' of the multi-use easement will be granted with the recordation of the plat, per the City's standards. The Bridge's final plat does not increase the amount of City owned and maintained infrastructure, as the developer and City have a deferred improvement agreement in place.

## **Functional Impact of Not Authorizing**

If not approved, City Council would need to provide a 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**

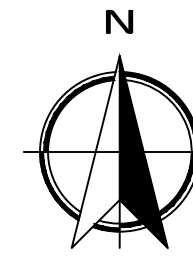
Final Plat

Figure 1 - Vicinity Map



# THE BRIDGE

A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, HAYDEN, KOOTENAI COUNTY, IDAHO



## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT NORTHWEST SOLUTIONS INVESTMENT GROUP, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "THE BRIDGE", SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01°06'56" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 662.07 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 1, BROADMOORE ESTATES THIRD ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 1 OF PLATS, PAGE 471, RECORDS OF KOOTENAI COUNTY, IDAHO, MONUMENTED BY AN UNMARKED 2" IRON PIPE; THENCE NORTH 88°28'31" WEST, ALONG THE NORTH LINE OF SAID PLAT 276.87 FEET TO A POINT MONUMENTED BY A 2" PIPE WITH PLUG PLS 4182; THENCE NORTH 01°47'36" EAST 662.03 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE, ALONG SAID NORTH LINE, SOUTH 88°28'51" EAST 269.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.148 ACRES, MORE OR LESS.

- TRACT C WILL BE RETAINED BY THE OWNERS FOR THE DEVELOPMENT OF PHASE 2 OF THE BRIDGE PROJECT.
- THE OWNERS HEREBY GRANT A BLANKET SEWER AND WATER EASEMENT OVER THE ENTIRETY OF LOTS 1 THROUGH 6 BLOCK 1; LOTS 1 THROUGH 8 OF BLOCK 2; LOTS 1 THROUGH 6 OF BLOCK 3 AND LOTS 1 THROUGH 6 OF BLOCK 4 FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES.
- THE OWNERS HEREBY GRANTS A STORM WATER EASEMENT OVER THE EAST 8.33 FEET OF TRACT B TO THE BRIDGE HOME OWNERS ASSOCIATION FOR INSTALLATION AND MAINTENANCE OF STORM WATER FACILITIES.
- THE OWNER HERIN DEDICATES THE 43 FOOT RIGHT OF WAY FOR HAYDEN AVENUE AS DEPICTED HEREON TO THE PUBLIC IN THE NAME OF THE CITY OF HAYDEN.
- THE OWNER HERIN GRANTS THE 10 FOOT ROADWAY, DRAINAGE, UTILITY AND SNOW STORAGE EASEMENT ADJACENT TO HAYDEN AVENUE TO THE PUBLIC IN THE NAME OF THE CITY OF HAYDEN.
- THE OWNER HEREBY GRANTS THE WATER LINE EASEMENT THROUGH TRACTS A AND B TO THE PUBLIC IN THE NAME OF HAYDEN LAKE IRRIGATION DISTRICT AS SHOWN HEREON.
- THE OWNER HERIN GRANTS OVER THE ENTIRETY OF TRACT A AND C, AN EASEMENT FOR INGRESS, EGRESS, PARKING, UTILITIES, STORM WATER RETENTION AND SNOW STORAGE TO BENEFIT ALL LOTS IN THIS PLAT. THIS EASEMENT IS TO BE KNOWN AS LAYLIN CIRCLE.
- TRACT B IS HERIN RESERVED FOR PARK/Common AREA TO SERVE THE LOTS IN THIS PLAT.
- TRACTS A AND B ARE TO BE DEEDED TO THE BRIDGE HOMEOWNERS ASSOCIATION FOR MAINTENANCE AND OPERATION.
- THE OWNER HEREBY RESERVES AN EASEMENT 4 FEET IN WIDTH ALONG THE EXTERIOR BOUNDARIES OF ALL LOTS AND BLOCKS WITHIN THE PLAT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF THE REQUIRED PERIMETER FENCING AS SHOWN ON THE FACE OF THE PLAT.

- CCR'S HAVE BEEN FILED UNDER INSTRUMENT NUMBER \_\_\_\_\_
- A HOA HAS BEEN FILED UNDER INSTRUMENT NUMBER \_\_\_\_\_
- A MAINTENANCE AGREEMENT FOR TRACTS A AND B HAS BEEN FILED UNDER INSTRUMENT NUMBER \_\_\_\_\_
- AN AVIGATION EASEMENT HAS BEEN FILED UNDER INSTRUMENT NUMBER \_\_\_\_\_

- SEWER SERVICE TO BE PROVIDED BY THE CITY OF HAYDEN.
- WATER SERVICE TO BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.

BRENNY ROSS, MEMBER NORTHWEST SOLUTIONS INVESTMENT GROUP, LLC DATE \_\_\_\_\_ CHAD R. ROSS, MEMBER NORTHWEST SOLUTIONS INVESTMENT GROUP, LLC DATE \_\_\_\_\_

## NOTARY PUBLIC

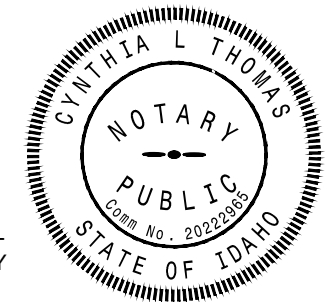
ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) S.S.  
COUNTY OF KOOTENAI )

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF 20\_\_\_\_, BY BRENNY ROSS AND CHAD R. ROSS, AS MEMBERS OF NORTHWEST SOLUTIONS INVESTMENT GROUP, LLC.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES : JUNE 7, 2028



## TITLE DOCUMENTS

THESE ARE DOCUMENTS IN TITLE REPORT COMMITMENT #KT-504202, ISSUED BY KOOTENAI TITLE, DATED: JANUARY 17, 2025 THAT FOR THE REASON INDICATED, CAN'T BE DISPLAYED ON THE MAP.

- EX 13 BK 195, PG 336 - BLANKET IRRIGATION EASEMENT BETWEEN PRIVATE PARTIES. THE DOCUMENT DESCRIBES THE BURDENED PROPERTY (SUBJECT PROPERTY BEING A PORTION THEREOF) AND THE BENEFITTED PROPERTY, BUT NO WIDTH OR LOCATION FOR THE PIPELINE OR EASEMENT.
- EX 18 INSTRUMENT 2991076000 - BLANKET UTILITY EASEMENT TO KOOTENAI ELECTRIC COOPERATIVE. GIVES A RIGHT TO CONTROL VEGETATION GROWTH WITHIN 15 FEET OF ANY ELECTRICAL LINE AND A BLANKET EASEMENT OVER THE ENTIRE SITE FOR INSTALLATION AND MAINTENANCE.

## REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 RECORD OF SURVEY BY CHAD J. JOHNSON, PLS 9367, RECORDED IN BOOK 32 OF SURVEYS AT PAGE 559, UNDER INSTRUMENT NO. 2947687000.
- R-2 RECORD OF SURVEY BY JON P. MONACO, PLS 4194, RECORDED IN BOOK 7 OF SURVEYS AT PAGE 209, UNDER INSTRUMENT NO. 1153353.
- R-3 RECORD OF SURVEY BY ROBERT L. STRATTON, PLS 10677, RECORDED IN BOOK 29 OF SURVEYS AT PAGE 233, UNDER INSTRUMENT NO. 2561526000.

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CONDUCT A TOWN HOME SURVEY OF THE PROPERTY DESCRIBED HEREIN. SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N1°31'29"E	10.00'	L11	N1°23'43"E	9.64'
L2	S88°35'32"E	47.90'	L12	N88°36'17"W	41.19'
L3	N88°35'32"W	54.82'	L13	N1°31'29"E	10.00'
L4	N1°31'29"E	10.00'	L22	N88°28'31"W	4.18'
L5	S88°35'32"E	46.28'	L23	N1°31'29"E	15.00'
L6	N1°06'56"E	8.33'	L24	S88°28'31"E	41.55'
L7	S88°36'37"E	8.60'	L25	S88°28'31"E	6.12'
L8	N88°36'37"W	9.70'	L26	N1°06'56"E	24.00'
L9	N1°06'56"E	21.15'	L27	S87°58'52"E	20.81'
L10	N88°53'04"W	3.76'			

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C2	10.00'	15.64'	89°35'47"	N43°40'57"W	14.09'

## LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 9367
- ⊗ FOUND 2" IRON PIPE W/ NO CAP
- ⊙ FOUND 2" IRON PIPE AND PLUG, PLS 4182
- ◆ SET 1/2" x 24" REBAR WITH PLASTIC CAP, PLS 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- ⊗ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING

## BASIS OF BEARING

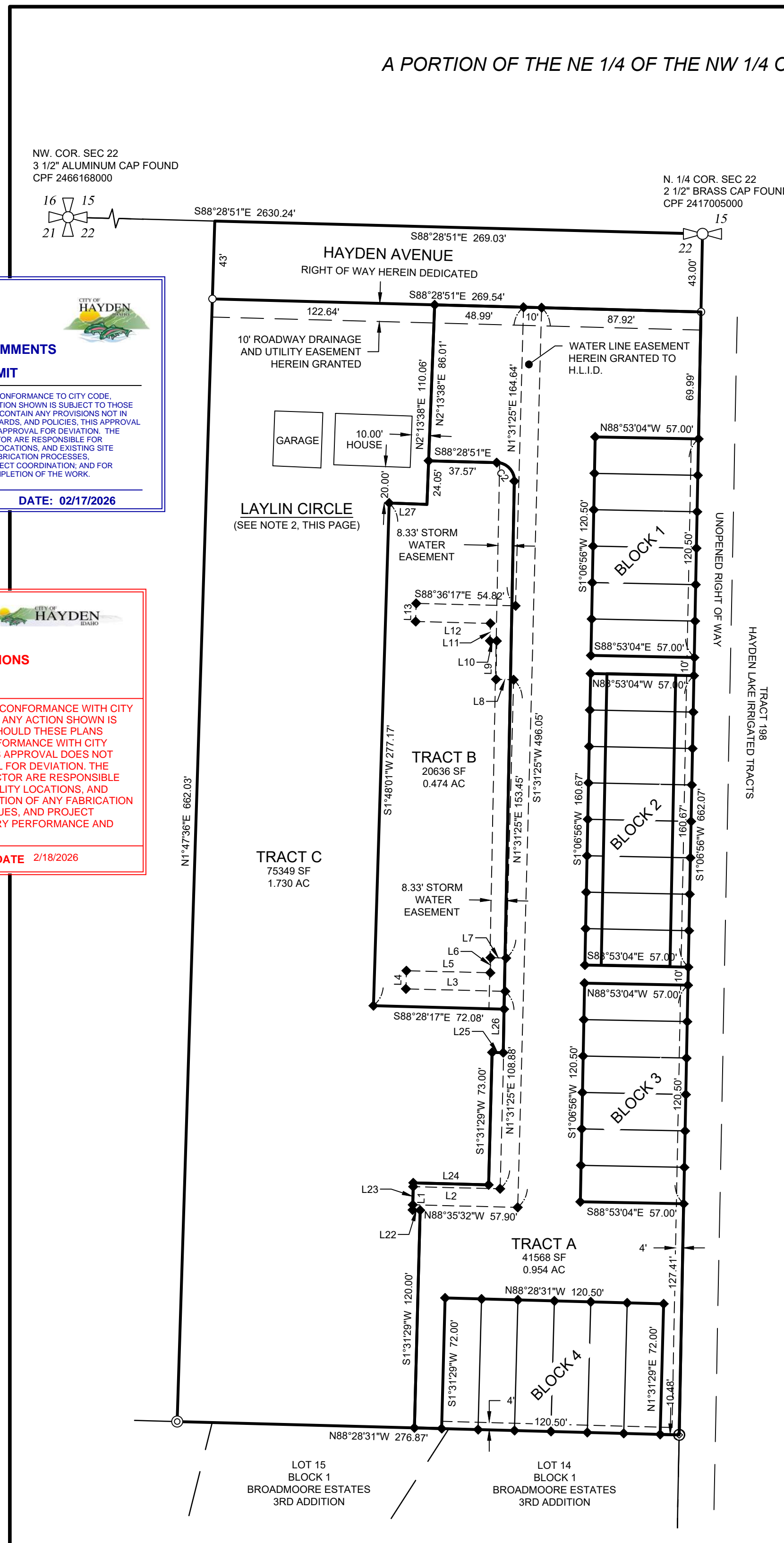
AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,362,487,286; E: 2,222,583,537) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NGVD29 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.00009532 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF -00°47'21"

## NOTES

- THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED EASEMENTS.
- OVER THE ENTIRETY OF TRACT A, THERE IS HERIN GRANTED AN EASEMENT FOR INGRESS, EGRESS, PARKING, UTILITIES, STORM WATER RETENTION AND SNOW STORAGE TO BENEFIT ALL LOTS IN THIS PLAT. THIS EASEMENT IS TO BE KNOWN AS LAYLIN CIRCLE.



THE BRIDGE			
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOTENAI COUNTY, IDAHO			
DATE SURVEYED: 01/04/2023	DRAFTED BY: DL/CJ	PLOT DATE: 02/04/2026	SHEET 1
FILE NAME: 22-004 CONDO	CHECKED BY: CJJ	PROJECT No.: 22-004	3
P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com			



**ENGINEER**  
 APPROVED  
 APPROVED WITH COMMENTS  
 REVISE AND RESUBMIT

REVIEW OF THESE PLANS IS TO VERIFY CONFORMANCE TO CITY CODE STANDARDS, AND POLICIES, AND ANY ACTION SHOWN IS SUBJECT TO THOSE REQUIREMENTS. SHOULD THESE PLANS CONTAIN ANY PROVISIONS NOT IN CONFORMANCE WITH CITY CODE, STANDARDS, AND POLICIES, THIS APPROVAL DOES NOT CONSTITUTE A VARIANCE OR APPROVAL FOR DEVIATION. THE DEVELOPER'S ENGINEER AND CONTRACTOR ARE RESPONSIBLE FOR VERIFICATION OF DIMENSIONS, UTILITY LOCATIONS, AND EXISTING SITE CONDITIONS, FOR DIRECTION OF ANY FABRICATION PROCESSES, CONSTRUCTION TECHNIQUES, AND PROJECT COORDINATION, AND FOR SATISFACTORY PERFORMANCE AND COMPLETION OF THE WORK.

BY: dkau DATE: 02/17/2026

**PLANNING**  
 APPROVED  
 APPROVED WITH CONDITIONS  
 REVISE AND RESUBMIT

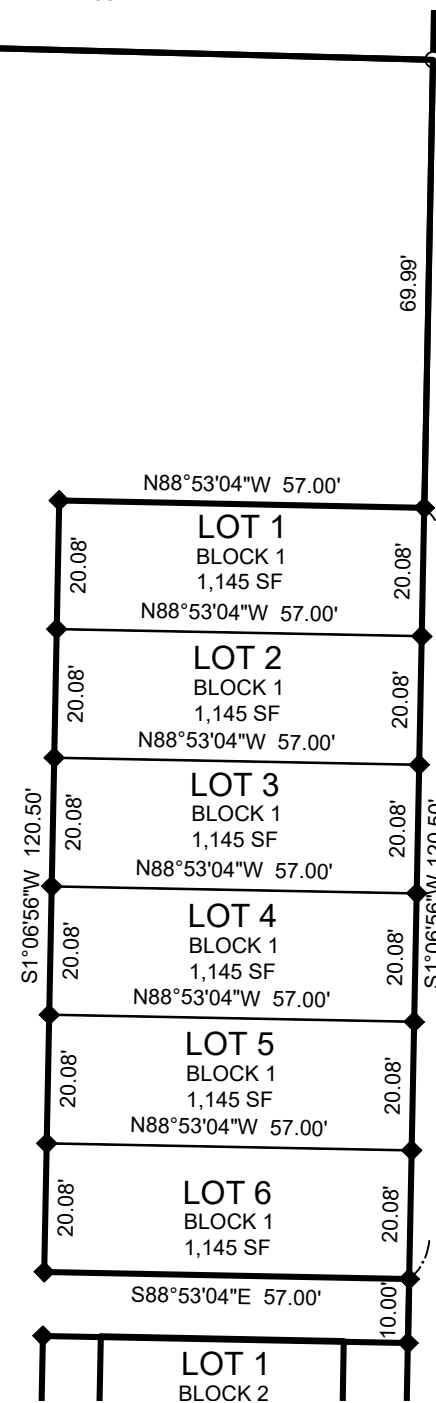
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BY: sdrappo DATE: 2/18/2026

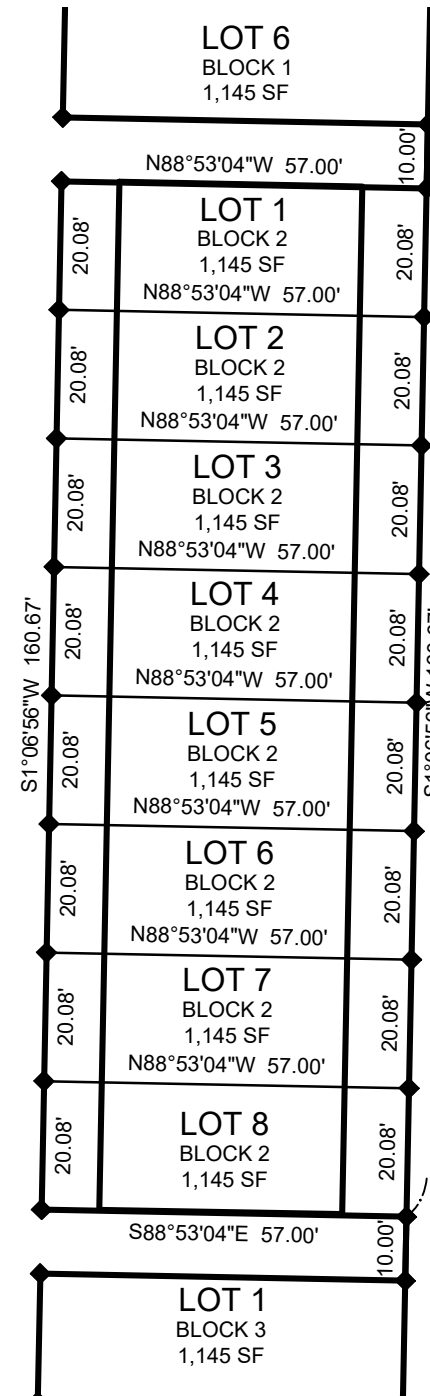
# THE BRIDGE

A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, HAYDEN, KOOTENAI COUNTY, IDAHO

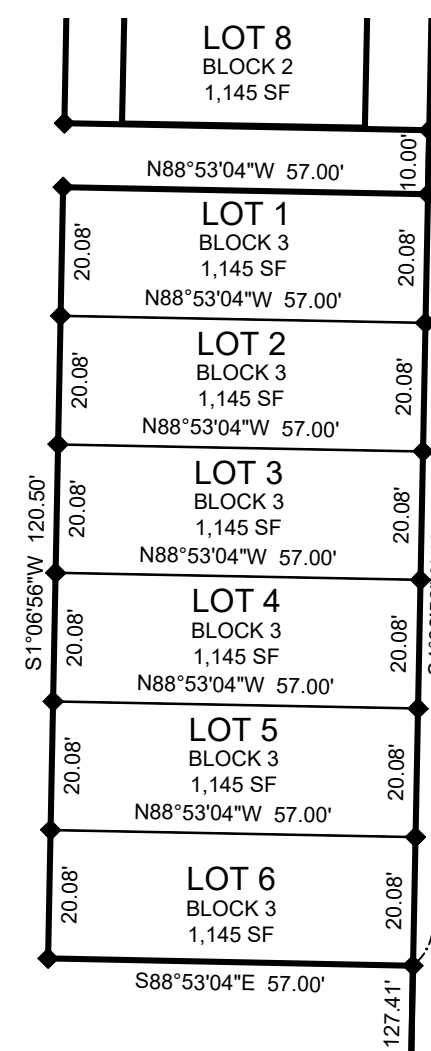
**BLOCK 1**  
SCALE: 1" = 30'



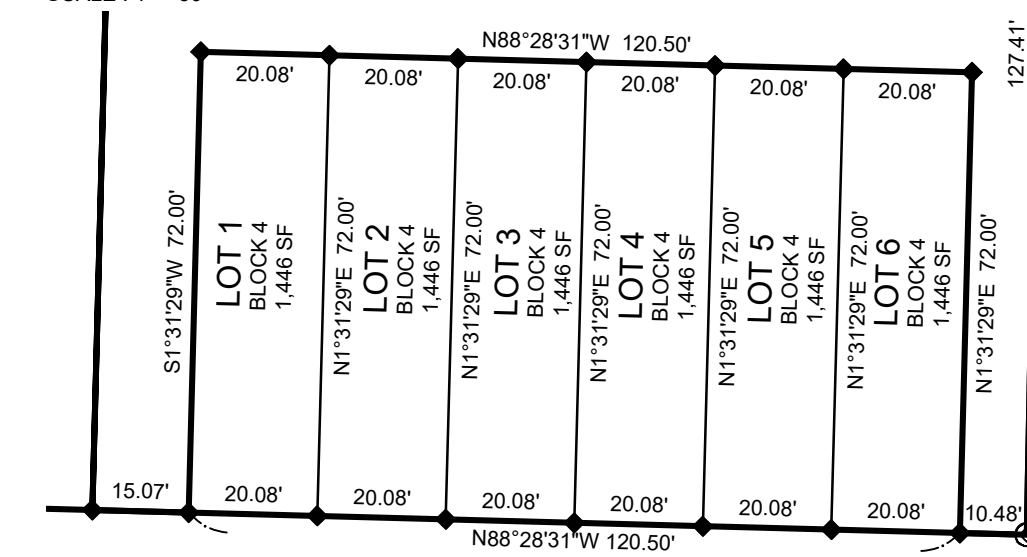
**BLOCK 2**  
SCALE: 1" = 30'



**BLOCK 3**  
SCALE: 1" = 30'



**BLOCK 4**  
SCALE: 1" = 30'

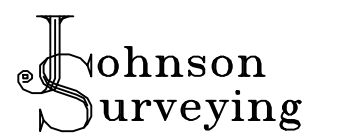


### LEGEND

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THE BRIDGE			
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOTENAI COUNTY, IDAHO			
DATE SURVEYED: 01/04/2023	DRAFTED BY: DL/CJ	PLOT DATE: 02/04/2026	SHEET 2
FILE NAME: 22-004 CONDO	CHECKED BY: CJJ	PROJECT No.: 22-004	3



P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com



J. Approval of Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

ALL DATES, 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
3642 00050964	ACCESS UNLIMITED & SECURITY INC. SURVEILLANCE 130-899-57784	01/27/2026 11afleur	02/24/2026	20,955.20	20,955.20	Open	N 02/24/2026
		PUBLIC WORKS SECURITY CAMERAS		20,955.20		1.00	20,955.20
11636432 00051026	ALEXIA POTTS REFUND-WITHDREW 110-740-44752	02/06/2026 11afleur	02/24/2026	25.60	25.60	Open	N 02/24/2026
		SOCCER SPRING YOUTH		25.60		1.00	25.60
1QXM-D9CW-9RDX 00050962	AMAZON CAPITAL SERVICES, INC. DRY ERASE BOARD 110-211-56101	02/04/2026 11afleur	02/24/2026	282.24	282.24	Open	N 02/24/2026
		OFFICE SUPPLIES		282.24		1.00	282.24
1RVY-QHH9-QH4N 00050970	AMAZON CAPITAL SERVICES, INC. STAMP REFILLS, POP UP STICKY NOTES 110-711-56101	02/07/2026 11afleur	02/24/2026	28.70	28.70	Open	N 02/24/2026
		OFFICE SUPPLIES		28.70		1.00	28.70
1K7D-1XPP-GMLJ 00051012	AMAZON CAPITAL SERVICES, INC. REFUND DRY ERASE BOARD RETURN 110-211-56101	02/15/2026 11afleur	02/24/2026	(282.24)	(282.24)	Open	N 02/24/2026
		OFFICE SUPPLIES		(282.24)		1.00	(282.24)
1WTV-JMTJ-VVMF 00051013	AMAZON CAPITAL SERVICES, INC. REFUND DRY ERASE BOARD 110-211-56101	02/24/2026 11afleur	02/15/2026	(282.24)	(282.24)	Open	N 02/18/2026
		OFFICE SUPPLIES		(282.24)		1.00	(282.24)
1D99-PH7T-7LPX 00051014	AMAZON CAPITAL SERVICES, INC. ALL WEATHER FIELD NOTEBOOK 110-211-56101	02/17/2026 11afleur	02/24/2026	56.70	56.70	Open	N 02/24/2026
		OFFICE SUPPLIES		56.70		1.00	56.70
1P9M-CDNV-T43N 00051015	AMAZON CAPITAL SERVICES, INC. DRY ERASE BOARD 110-211-56101	02/12/2026 11afleur	02/24/2026	282.24	282.24	Open	N 02/24/2026
		OFFICE SUPPLIES		282.24		1.00	282.24

INVOICE REGISTER FOR CITY OF HAYDEN

ALL DATES, 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
1YD1-VVQW-TMFQ 00051029	AMAZON CAPITAL SERVICES, INC. ACCUSTAMP REFILL 110-211-56101	02/18/2026 l1afleur	02/24/2026	13.58	13.58	Open	N 02/24/2026
	OFFICE SUPPLIES			13.58		1.00	13.58
S21551 00050988	ARROW CONSTRUCTION SUPPLY, LLC BLUE MARKING RUSTOLEUM 110-541-56103	02/10/2026 l1afleur	02/24/2026	13.74	13.74	Open	N 02/24/2026
	OPERATING SUPPLIES			13.74		1.00	13.74
20241628 00051017	AWARDS ETC. STANDARD HR GLASS PLATE 110-211-52902	02/04/2026 l1afleur	02/24/2026	20.00	20.00	Open	N 02/24/2026
	RECOGNITION/WELLNESS/EVENTS			20.00		1.00	20.00
620300000359 00050963	CHAPMAN FINANCIAL SERVICES COLLECTION FEE JAN 2026 210-250-24999	01/30/2026 l1afleur	02/24/2026	4,642.53	4,642.53	Open	N 02/24/2026
	SUSPENSE			4,642.53		1.00	4,642.53
INV-356484 00051036	CITYSERVICEVALCON, LLC SHOP FUEL 110-533-54001	02/13/2026 l1afleur	02/24/2026	541.75	541.75	Open	N 02/24/2026
	VEHICLE FUEL			541.75		1.00	541.75
848137424004021 00051037	CSC E-RECORDING FEES 110-211-55401	02/12/2026 dcollins	02/24/2026	8.00	8.00	Open	N 02/17/2026
	ADVERTISING, PUBLISHING, RECORDING			8.00		1.00	8.00
02-08-26 00051004	DONALD WATSON BOAT LAUNCH PARTIAL REFUND/OVER PAYMENT 112-321-44710	02/08/2026 l1afleur	02/24/2026	20.00	20.00	open	N 02/24/2026
	BOAT LAUNCH PERMITS			20.00		1.00	20.00
02/13/2026 00051006	ELA CONSTRUCTION LLC Check Request For Bond: BPERD25-0036 110-228-22813	02/13/2026 dcollins	02/12/2026	3,750.00	3,750.00	open	N 02/24/2025
	BPERD25-0036 - J2025-0723			3,750.00		1.00	3,750.00

INVOICE REGISTER FOR CITY OF HAYDEN

ALL DATES, 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 Unit Price
Inventory					Units	Quantity	
5282523 00051018	EMPLOYEE BENEFITS CORPORATION FSA/COBRA ADMIN FEE 110-211-52102	02/15/2026 l1afleur	02/24/2026	141.00	141.00	Open	N 02/24/2026
		ADMIN COSTS FSA/HRA/COBRA		141.00		1.00	141.00
2185 00051034	E-PLAN, INC. EPR-YR 2+ SAAS 110-230-57705	01/29/2026 l1afleur	02/24/2026	9,270.00	9,270.00	Open	N 02/24/2026
		EPLANSOFT ANNUAL MAINT.		9,270.00		1.00	9,270.00
IDCOE231325 00051038	FASTENAL HCS 8 X 3.5 YZ8, 8 X 4 YZ8 110-533-54030	02/18/2026 l1afleur	02/24/2026	75.92	75.92	Open	N 02/24/2026
		2015 JOHN DEERE LOADER #3463 R&M		75.92		1.00	75.92
41263648 00051016	GREATAMERICA FINANCIAL SERVICES COPIER LEASE 44 OF 63 110-291-53401	02/11/2026 dcollins	02/24/2026	1,221.06	1,221.06	Open	N 02/24/2026
		COPIER LEASE PRINCIPAL		1,221.06		1.00	1,221.06
JANUARY 2026 #2 00050980	HARSB ADDITIONAL OWED FOR CAPACITY SOLD JANUAR 211-241-54411 211-241-54431	02/10/2026 dcollins	02/24/2026	9,090.00	9,090.00	Open	N 02/24/2026
		CAPACITY SOLD-RES-HARSB		5,454.00		1.00	5,454.00
		CAPACITY SOLD-NONRES-HARSB		3,636.00		1.00	3,636.00
1418483 00050965	HAYDEN ACE HARDWARE TAPE, SPADE BIT 110-541-56101	02/09/2026 l1afleur	02/24/2026	11.82	11.82	Open	N 02/24/2026
		PARKS SHOP SUPPLIES		11.82		1.00	11.82
1418701 00050966	HAYDEN ACE HARDWARE RAKE 110-541-57702	02/10/2026 l1afleur	02/24/2026	11.70	11.70	Open	N 02/24/2026
		TOOLS & SMALL EQUIPMENT		11.70		1.00	11.70
1419577 00051010	HAYDEN ACE HARDWARE NITRILE GLOVES XL 110-531-56101	02/14/2026 l1afleur	02/24/2026	17.55	17.55	Open	N 02/24/2026
		STREET SHOP SUPPLIES		17.55		1.00	17.55

INVOICE REGISTER FOR CITY OF HAYDEN

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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
1420305 00051011	HAYDEN ACE HARDWARE 12" NAT STANDARD 100 PK 110-711-56105	02/17/2026 llafleur	02/24/2026	9.02	9.02	Open	N 02/24/2026
		PROGRAM EQUIPMENT/SUPPLIES		9.02		1.00	9.02
30.7980.01 02-0 00050981	HAYDEN LAKE RECREATIONAL WATER & SE HONEYSUCKLE BEACH PARK 112-241-54312	02/03/2026 llafleur	02/24/2026	160.00	160.00	Open	N 02/24/2026
		BOAT LAUNCH OPERATION/MAINTENANCE		160.00		1.00	160.00
05-4329913 00050972	HAYDEN SUPER 1 FOODS TEAM BUILDING BREAKFAST 110-211-52902	02/03/2026 llafleur	02/24/2026	134.60	134.60	Open	N 02/24/2026
		RECOGNITION/WELLNESS/EVENTS		134.60		1.00	134.60
04-5643667 00050994	HAYDEN SUPER 1 FOODS JAN TEAM BREAKFAST 110-211-52902	01/06/2026 llafleur	02/24/2026	97.34	97.34	Open	N 02/24/2026
		RECOGNITION/WELLNESS/EVENTS		97.34		1.00	97.34
04-5681432 00050995	HAYDEN SUPER 1 FOODS DONUTS FOR REFS 110-711-56105	01/31/2026 llafleur	02/24/2026	21.84	21.84	Open	N 02/24/2026
		PROGRAM EQUIPMENT/SUPPLIES		21.84		1.00	21.84
EXPEN REIMBURSE 00051035	HOOPER, MICHAEL KEYS, UNIFORMITY BREAKFAST 110-349-55801 110-349-56402	02/19/2026 llafleur	02/24/2026	38.48	38.48	Open	N 02/24/2026
		TRAVEL, MEETINGS, TRAINING		31.51		1.00	31.51
		INSPECTION & SAFETY EQUIPMENT		6.97		1.00	6.97
30746393 00050971	IDAHO STATE INSURANCE FUND INSTALLMENT PREMIUM, AUDIT PREMIUM ADJUS 110-211-52601	02/05/2026 llafleur	02/24/2026	28,454.00	28,454.00	Open	N 02/24/2026
		WORKERS' COMPENSATION		28,454.00		1.00	28,454.00
INV-00480459 00051019	INTERMAX NETWORKS PW SHOP PHONE SERVICE 110-511-55300	02/15/2026 llafleur	02/24/2026	227.66	227.66	Open	N 02/24/2026
		PHONE/INTERNET/COMMUNICATIONS		227.66		1.00	227.66

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
APP HAYDEN DAYS 00051025	JIM HEBERER OVERPAID FOR SPACE 110-750-41201-1153	02/06/2026 llafleur	02/24/2026	125.00	125.00	Open	N 02/24/2026
		SPECIAL EVENTS-HAYDEN DAYS		125.00		1.00	125.00
PASS THRU 1/202 00051008	KC EMERGENCY MEDICAL SERVICES SYS DEVELOPMENT IMPACT FEE REMITTANCE FOR JA dcollins 110-228-22818	02/11/2026 llafleur	02/24/2026	4,892.06	4,892.06	Open	N 02/24/2026
		PASSTHRU-IMPACT FEES-KCEMSS		4,892.06		1.00	4,892.06
10-88291.00 01- 00051021	KOOTENAI COUNTY SOLID WASTE PUBLIC WORKS 110-811-54103	02/13/2026 llafleur	02/24/2026	61.60	61.60	Open	N 02/24/2026
		UTILITIES - STREETS		61.60		1.00	61.60
11637782 00051024	KRISTI AGUEROS PARTIAL REFUND-WITHDREW 110-740-44783	02/09/2026 llafleur	02/24/2026	28.80	28.80	Open	N 02/24/2026
		VOLLEYBALL YOUTH		28.80		1.00	28.80
TRAVEL EXP 1/20 00050961	MATTHEW T ROETTER AIC MEETING IN BOISE 110-111-55801-1801	02/09/2026 dcollins	02/24/2026	517.33	517.33	Open	N 02/24/2026
		TRAVEL, MEETINGS, TRAINING-SEAT#1		517.33		1.00	517.33
545479 00050974	NAPA AUTO PARTS 2YR BATT WTY, CORE DEPOSIT X2, #86 110-542-54086	01/22/2026 llafleur	02/24/2026	126.56	126.56	Open	N 02/24/2026
		2018 JD 1600 TURBO SERIES 1 MOWER		126.56		1.00	126.56
538937 00050975	NAPA AUTO PARTS 5W30 OIL, OIL FILTER, ANTI FREEZE, #68 110-542-54068	12/09/2025 llafleur	02/24/2026	67.64	67.64	open	N 02/24/2026
		2023 GMC SIERRA 1500 PRO R&M		67.64		1.00	67.64
538938 00050976	NAPA AUTO PARTS NAPA GOLD OIL FILTER, #67 110-542-54067	12/09/2025 llafleur	02/24/2026	7.00	7.00	open	N 02/24/2026
		2023 GMC SIERRA 1500 PRO (PARKS 2) R&M		7.00		1.00	7.00

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Inventory					Units	Quantity	Unit Price
546160 00050983	NAPA AUTO PARTS FLEX-A-LITE #27 110-533-54027	01/27/2026 llafleur TRAIN R&M	02/24/2026	164.13 164.13	164.13	Open	N 02/24/2026 164.13
546254 00050984	NAPA AUTO PARTS OIL FILTER, OIL, OIL DRY X2 #9 110-512-54009	01/27/2026 llafleur 2004 CHEVROLET SILVERADO 1500 R&M	02/24/2026	116.08 116.08	116.08	Open	N 02/24/2026 116.08
546358 00050985	NAPA AUTO PARTS CANISTER VENT VALVE, MISC ITEMS, #9 110-512-54009	01/28/2026 llafleur 2004 CHEVROLET SILVERADO 1500 R&M	02/24/2026	114.17 114.17	114.17	Open	N 02/24/2026 114.17
548196 00050998	NAPA AUTO PARTS ELEC REV FAN 110-533-54027	02/09/2026 llafleur TRAIN R&M	02/24/2026	176.21 176.21	176.21	Open	N 02/24/2026 176.21
548133 00050999	NAPA AUTO PARTS RADIATOR STOP LEAK 110-533-54027	02/09/2026 llafleur TRAIN R&M	02/24/2026	3.66 3.66	3.66	Open	N 02/24/2026 3.66
547794 00051001	NAPA AUTO PARTS SHOP TOWELS 110-531-56101	02/06/2026 llafleur STREET SHOP SUPPLIES	02/24/2026	96.60 96.60	96.60	Open	N 02/24/2026 96.60
548123 00051002	NAPA AUTO PARTS STEEL FUNNEL, #27 110-533-54027	02/09/2026 llafleur TRAIN R&M	02/24/2026	16.67 16.67	16.67	open	N 02/24/2026 16.67
02/12/2026 00050993	NEWTON JOHN P Check Request For Escrow: BEN25-0007 110-228-22813	02/12/2026 dcollins BEN25-0007 - J2025-0679	02/11/2026	500.00 500.00	500.00	open	N 02/24/2025 500.00

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Inventory					Units	Quantity	
102746002 2/202							
00051022	NORTH KOOTENAI WATER DIST H-1 LIFT STATION HONEYSUCKLE 210-247-57009	02/17/2026 llafleur	02/24/2026	40.07	40.07	Open	N 02/24/2026 40.07
		H-1 LIFT STATION UTIL		40.07		1.00	
PASS THRU 1/202							
00051009	NORTHERN LAKES FIRE PROTECTION DIST DEVELOPMENT IMPACT FEE REMITTANCE FOR JA dcollins 110-228-22819	02/11/2026 llafleur	02/24/2026	46,875.70	46,875.70	Open	N 02/24/2026 46,875.70
		PASSTHRU-IMPACT FEES-NLFPD		46,875.70		1.00	
3182-102305							
00050967	O'REILLY AUTO PARTS PAD 110-531-56101	02/05/2026 llafleur	02/24/2026	59.98	59.98	Open	N 02/24/2026 59.98
		STREET SHOP SUPPLIES		59.98		1.00	
01-180542							
00051028	RAGAN EQUIPMENT INC. TIMING BELT, FREIGHT CHARGE 110-541-56101	02/13/2026 llafleur	02/24/2026	41.86	41.86	Open	N 02/24/2026 41.86
		PARKS SHOP SUPPLIES		41.86		1.00	
4114							
00050968	RED'S EQUIPMENT REPAIR LLC HRLY RATE: SHOP 110-533-54004	02/06/2026 llafleur	02/24/2026	280.00	280.00	Open	N 02/24/2026 280.00
		2018 KENWORTH T-370 WATER TRUCK		280.00		1.00	
4115							
00050969	RED'S EQUIPMENT REPAIR LLC HRLY RATE: SHOP, PARTS 110-533-54035	02/06/2026 llafleur	02/24/2026	7,457.36	7,457.36	Open	N 02/24/2026 7,457.36
		2018 PETERBILT STREET SWEEPER 220 R&M		7,457.36		1.00	
IN273798							
00050989	ROYAL BUSINESS SYSTEMS INC COPYSTAR CS-4054CI TOTAL METER CHARGES - 110-230-53401	02/10/2026 llafleur	02/24/2026	249.93	249.93	Open	N 02/24/2026 249.93
		COPIER MAINT & REPAIR		249.93		1.00	
108783							
00051027	SATURDAY NIGHT INC. WOMENS VOLLEYBALL LEAGUE CHAMP SHIRTS 110-711-52903	01/28/2026 llafleur	02/24/2026	253.24	253.24	Open	N 02/24/2026 253.24
		PROGRAM AWARDS/PRIZES/CERTIFICATES		253.24		1.00	

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
0261870-IN 00050992	STRUCTURED COMMUNICATION SYSTEMS RUBRIK SECURITY CLOUD, IDENTITY RECOVERY 110-230-57701	01/23/2026 llafleur	02/24/2026	15,918.60 15,918.60	15,918.60	Open	N 02/24/2026 15,918.60
761531 00051007	THE HILLER COMPANIES, LLC INSTALLATION OF NEW FIRE ALARM SYSTEM AT 130-899-57756	02/17/2026 dcollins	02/24/2026	23,864.66 23,864.66	23,864.66	Open	N 02/24/2026 23,864.66
1795790 00050982	THORCO INC GOV'T/HAYDEN SIGNAL 110-532-56221	02/02/2026 llafleur	02/24/2026	230.00 230.00	230.00	Open	N 02/24/2026 230.00
1394112 00050990	TITAN TRUCK EQUIPMENT & ACCESSORIES DECAL LOWER CONTROL 110-533-54010	02/10/2026 llafleur	02/24/2026	45.88 45.88	45.88	Open	N 02/24/2026 45.88
104341 00050973	VALLI INFORMATION SYSTEMS INC UTILITY BILL PRINT & POSTAGE 1/20/26 210-241-56100 210-241-53010	01/31/2026 llafleur	02/24/2026	2,941.37 2,037.04 904.33	2,941.37	Open	N 02/24/2026 2,037.04 904.33
JAN 26 STATEMEN 00051005	VISA 01/28/26 VISA STATEMENT 114-295-59121 110-230-53403 110-230-57717 110-230-57719 110-211-52902 110-211-55801 110-349-55701 110-349-55801 110-542-54086	01/28/2026 dcollins	02/22/2026	3,918.03 2,095.00 71.03 139.99 12.00 13.77 25.00 340.00 1,186.26 34.98	3,918.03	Open	N 02/19/2026 2,095.00 71.03 139.99 12.00 13.77 25.00 340.00 1,186.26 34.98
41014120-003 00050978	WELCH COMER & ASSOCIATES INC. PROFESSIONAL SERVICES 11/2025-12/2025 120-899-59219-8021	01/26/2026 llafleur	02/24/2026	47,382.50 47,382.50	47,382.50	Open	N 02/24/2026 47,382.50

INVOICE REGISTER FOR CITY OF HAYDEN

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Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
41014130-004 00050979	WELCH COMER & ASSOCIATES INC. PROFESSIONAL SERVICES 11/2025-12/2025 120-112-59234-8007	01/26/2026 llafleur HAYDEN/ATLAS INTERSECTION DESIGN	02/24/2026	9,256.25 9,256.25	9,256.25	Open	N 02/24/2026 9,256.25
IN0003469547 00050991	WESTERN STATES EQUIPMENT COMPANY THERMOSTAT A 110-533-54015	01/14/2026 llafleur 2019 CAT BACKHOE 420F2 W/BUCKET & THUMB	02/24/2026	275.31 275.31	275.31	Open	N 02/24/2026 275.31
1070414 00051023	ZIEGLER LUMBER COMPANY INC. 1 X 4 X 8 PINE BOARD, 25FT COMPACT TAPE 110-541-56101	02/12/2026 llafleur PARKS SHOP SUPPLIES	02/24/2026	22.32 22.32	22.32	Open	N 02/24/2026 22.32

# of Invoices:	64 # Due: 64	Totals:	245,748.84	245,748.84
# of Credit Memos:	2 # Due: 2	Totals:	(564.48)	(564.48)
Net of Invoices and Credit Memos:			245,184.36	245,184.36

--- TOTALS BY FUND ---

110 GENERAL FUND	124,736.78	124,736.78
112 HONEYSUCKLE BOAT LAUNCH FUND	180.00	180.00
114 COUNCIL MEDIA CENTER FUND	2,095.00	2,095.00
120 IMPACT FEE CIRCULATION FUND	56,638.75	56,638.75
130 MAJOR CAPITAL PROJECTS FUND	44,819.86	44,819.86
210 SEWER OPER. & MAINT. FUND	7,623.97	7,623.97
211 SEWER CAPITALIZATION FUND	9,090.00	9,090.00

--- TOTALS BY DEPT/ACTIVITY ---

111 GEN-MYR OPERATING & ADMINISTRAT	517.33	517.33
112 PLANNED PROJECTS - CIRCULATION	9,256.25	9,256.25
211 GEN-ADM OPERATING & ADMINISTRAT	28,963.99	28,963.99
228 PASSTHRU & BAD DEBT EXPENSES	56,017.76	56,017.76
230 GEN-ADM INFORMATION TECHNOLOGY	25,661.55	25,661.55
241 OPERATING & ADMINISTRATIVE	12,191.37	12,191.37
247 LIFT/PUMP STATION UTIL	40.07	40.07
250 FUND BALANCES	4,642.53	4,642.53
291 GEN-ADM CAPITAL LEASES PRINCIPA	1,221.06	1,221.06
295 GEN-ADM CAPITAL GRANT EXPENDITU	2,095.00	2,095.00
321 LICENSES, PERMITS, AGREEMENTS	20.00	20.00
349 COMDEV BLD OPERATING & ADMINIST	1,564.74	1,564.74
511 PW-ADM OPERATING & ADMINISTRATI	227.66	227.66

**INVOICE REGISTER FOR CITY OF HAYDEN**

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due Units	Status Quantity	Posted Post Date Unit Price
	512 PW-ADM EQUIP/VEHICLE FUEL & MAI			230.25	230.25		
	531 PW-STR OPERATING & ADMINISTRATI			174.13	174.13		
	532 PW-STR ROAD MAINTENANCE			230.00	230.00		
	533 PW-STR EQUIP/VEHICLE R&M			9,036.89	9,036.89		
	541 PW-PKS OPERATING & ADMINISTRATI			101.44	101.44		
	542 PW-PKS EQUIP/VEHICLE R&M			236.18	236.18		
	711 REC OPERATING & ADMINISTRATIVE			312.80	312.80		
	740 RECREATION PROGRAMS			54.40	54.40		
	750 RECREATION COMMUNITY EVENTS			125.00	125.00		
	811 FACIL OPERATING & ADMINISTRATIV			61.60	61.60		
	899 CAPITAL PURCHASES/PROJECTS			92,202.36	92,202.36		

K. Approval of Ratification of Bills Paid

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 02/13/2026 - 02/13/2026

POSTED AND UNPOSTED OPEN

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Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
201240000 1/15/ 00051000	AVISTA 60 ACCOUNTS ON MASTER	01/15/2026	02/13/2026	25,984.45	25,984.45	Open	N 02/13/2026
	dcollins						
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		17,524.63		1.00	17,524.63
	110-811-54102	UTILITIES - CITY HALL		1,143.89		1.00	1,143.89
	110-811-54103	UTILITIES - STREETS		761.36		1.00	761.36
	110-532-54305	GRAVEL PIT MAINTENANCE		171.01		1.00	171.01
	110-811-54105	UTILITIES - HURA PARKING LOT		57.20		1.00	57.20
	112-241-54312	BOAT LAUNCH OPERATION/MAINTENANCE		83.76		1.00	83.76
	210-247-57000	LEISURE PARK LS UTIL		175.33		1.00	175.33
	210-247-57003	WOODLAND MEADOWS LS UTIL		359.66		1.00	359.66
	210-247-57005	H-2 WALMART PS UTIL		797.60		1.00	797.60
	210-247-57007	CORNERSTONE LS UTIL		33.15		1.00	33.15
	210-247-57009	H-1 LIFT STATION UTIL		1,428.48		1.00	1,428.48
	210-247-57011	EMERALD OAKS LS UTIL		96.73		1.00	96.73
	210-247-57013	H-5 STRAWBERRY FLDS PS UTIL		412.33		1.00	412.33
	210-247-57014	MOONRIDGE LS UTIL		143.11		1.00	143.11
	210-247-57015	RILEY PLACE LS UTIL		75.35		1.00	75.35
	210-247-57016	HEATHERSTONE LS UTIL		63.49		1.00	63.49
	210-247-57017	GIANNA LS UTIL		41.54		1.00	41.54
	210-247-57018	MAPLE GROVE LS UTIL		146.72		1.00	146.72
	210-247-57020	H-7 CARRINGTON MEADOWS LS UTIL		21.52		1.00	21.52
	110-811-54104	UTILITIES - PARKS		1,930.44		1.00	1,930.44
	210-247-57021	H-6 LIFT STATION UTIL		272.02		1.00	272.02
	210-247-59835	HAYDEN CANYON LS UTIL		245.13		1.00	245.13
3235382 JAN 202 00050986	COEUR D'ALENE GARBAGE SERVICE HONEYSUCKLE BEACH	01/31/2026	02/13/2026	220.94	220.94	Open	N 02/13/2026
	110-811-54104	UTILITIES - PARKS		220.94		1.00	220.94
1839555 1/30/26 00050950	KOOTENAI ELECTRIC COOPERATIVE INC VALLEY GREEN STREET LIGHTS	01/30/2026	02/13/2026	187.92	187.92	Open	N 02/13/2026
	110-532-56220	STREET LIGHTING & SIGNAL UTILITIES		187.92		1.00	187.92
1662848 01/30/2 00050951	KOOTENAI ELECTRIC COOPERATIVE INC AVIATION PLAZA STREET LIGHTS	01/30/2026	02/13/2026	52.35	52.35	Open	N 02/13/2026
	110-532-56220-0050	STREET LIGHTING & SIGNAL UTILITIES		52.35		1.00	52.35
1652940 1/30/26 00050952	KOOTENAI ELECTRIC COOPERATIVE INC BROADMOORE PUMP	01/30/2026	02/13/2026	60.43	60.43	Open	N 02/13/2026
	110-811-54104	UTILITIES - PARKS		60.43		1.00	60.43

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Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
1439690 1/2026 00050953	KOOTENAI ELECTRIC COOPERATIVE INC DAKOTA LIFT STATION 210-247-57001	01/30/2026 l1afleur	02/13/2026	41.22	41.22	Open	N 02/13/2026
	WEST DAKOTA LS UTIL			41.22		1.00	41.22
1297916 01/30/2 00050954	KOOTENAI ELECTRIC COOPERATIVE INC CARAVELLE STREE LIGHTS 110-532-56220-0050	01/30/2026 l1afleur	02/13/2026	339.52	339.52	Open	N 02/13/2026
	STREET LIGHTING & SIGNAL UTILITIES			339.52		1.00	339.52
1868671 1/2026 00050955	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS 3RD ADDITION 110-532-56220-0050	01/30/2026 l1afleur	02/13/2026	193.30	193.30	Open	N 02/13/2026
	STREET LIGHTING & SIGNAL UTILITIES			193.30		1.00	193.30
1863894 1/2026 00050956	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS 2ND ADDITION 110-532-56220-0050	01/30/2026 l1afleur	02/13/2026	314.20	314.20	Open	N 02/13/2026
	STREET LIGHTING & SIGNAL UTILITIES			314.20		1.00	314.20
1863609 1/2026 00050957	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON APARTMENTS STREET LIGHTS 110-532-56220-0050	01/30/2026 l1afleur	02/13/2026	362.70	362.70	Open	N 02/13/2026
	STREET LIGHTING & SIGNAL UTILITIES			362.70		1.00	362.70
1851174 1/2026 00050958	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS LIFT STATION 210-247-57020	01/30/2026 l1afleur	02/13/2026	252.47	252.47	Open	N 02/13/2026
	H-7 CARRINGTON MEADOWS LS UTIL			252.47		1.00	252.47
1844501 1/2026 00050959	KOOTENAI ELECTRIC COOPERATIVE INC NEW DREAMS STREET LIGHTS 110-532-56220-0050	01/30/2026 l1afleur	02/13/2026	49.60	49.60	open	N 02/13/2026
	STREET LIGHTING & SIGNAL UTILITIES			49.60		1.00	49.60
1841141 1/2026 00050960	KOOTENAI ELECTRIC COOPERATIVE INC CARRINGTON MEADOWS STREET LIGHTS 110-532-56220-0050	01/30/2026 l1afleur	02/13/2026	600.74	600.74	open	N 02/13/2026
	STREET LIGHTING & SIGNAL UTILITIES			600.74		1.00	600.74

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 02/13/2026 - 02/13/2026

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
1458464 01/26 00050987	KOOTENAI ELECTRIC COOPERATIVE INC BROADMOORE ESTATES LIGHTS 110-532-56220-0050	01/30/2026 llafleur STREET LIGHTING & SIGNAL UTILITIES	02/13/2026	1,547.17 1,547.17	1,547.17	Open	N 02/13/2026 1,547.17
6134108950 00050996	VERIZON WIRELESS MIFI & ROUTER 12/22/26-1/21/26 110-230-57720 110-301-55300 110-511-55300 110-711-55300	01/21/2026 llafleur CC/IT PHONES/COMMUNICATIONS COMMUNICATIONS/PHONES PORTABLE BROADBAND COMMUNICATIONS/PHONES	02/13/2026	477.56 80.02 160.04 198.77 38.73	477.56	Open	N 02/13/2026 80.02 160.04 198.77 38.73
6134076606 00050997	VERIZON WIRELESS LIFT STATION WIRELESS DEC 22, 2025-JAN21 210-247-57006 210-247-57000 210-247-57003 210-247-57013 210-247-57007 210-247-57020 210-247-57011 210-247-57019 210-247-57016 210-247-59835 210-247-57021	01/21/2026 llafleur PRAIRIE/FRANKLIN/CHURCH LS UTIL LEISURE PARK LS UTIL WOODLAND MEADOWS LS UTIL H-5 STRAWBERRY FLDS PS UTIL CORNERSTONE LS UTIL H-7 CARRINGTON MEADOWS LS UTIL EMERALD OAKS LS UTIL HAYDEN NORTH LS UTIL HEATHERSTONE LS UTIL HAYDEN CANYON LS UTIL H-6 LIFT STATION UTIL	02/13/2026	301.59 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 63.79	301.59	open	N 02/13/2026 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 23.78 63.79
208-189-0545 1/ 00051003	ZIPLY FIBER PHONE CHARGES FOR JANUARY 2026 210-247-57016 210-247-57009 112-241-54312 210-247-57005 210-247-57018 110-211-55300	01/01/2026 dcollins HEATHERSTONE LS UTIL H-1 LIFT STATION UTIL BOAT LAUNCH OPERATION/MAINTENANCE H-2 WALMART PS UTIL MAPLE GROVE LS UTIL COMMUNICATIONS/PHONES	02/13/2026	601.42 88.99 91.38 133.68 96.53 95.42 95.42	601.42	Open	N 02/13/2026 88.99 91.38 133.68 96.53 95.42 95.42

# of Invoices: 17 # Due: 17 Totals: 31,587.58 31,587.58  
 # of Credit Memos: 0 # Due: 0 Totals: 0.00 0.00  
 Net of Invoices and Credit Memos: 31,587.58 31,587.58

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 02/13/2026 - 02/13/2026

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
--- TOTALS BY FUND ---							
	110 GENERAL FUND			26,090.38	26,090.38		
	112 HONEYSUCKLE BOAT LAUNCH FUND			217.44	217.44		
	210 SEWER OPER. & MAINT. FUND			5,279.76	5,279.76		
--- TOTALS BY DEPT/ACTIVITY ---							
	211 GEN-ADM OPERATING & ADMINISTRAT			95.42	95.42		
	230 GEN-ADM INFORMATION TECHNOLOGY			80.02	80.02		
	241 OPERATING & ADMINISTRATIVE			217.44	217.44		
	247 LIFT/PUMP STATION UTIL			5,279.76	5,279.76		
	301 COMDEV--P&D OPERATING & ADMINIS			160.04	160.04		
	511 PW-ADM OPERATING & ADMINISTRATI			198.77	198.77		
	532 PW-STR ROAD MAINTENANCE			21,343.14	21,343.14		
	711 REC OPERATING & ADMINISTRATIVE			38.73	38.73		
	811 FACIL OPERATING & ADMINISTRATIV			4,174.26	4,174.26		

3. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
4. **COMMISSION REPORT**
  - A. Hayden Urban Renewal Agency

# HAYDEN URBAN RENEWAL AGENCY

## Memorandum

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TO: MAYOR AND COUNCIL

FROM: BRENDA BOOKHOLTZ, HURA EXECUTIVE DIRECTOR

SUBJECT: HAYDEN URBAN RENEWAL AGENCY - UPDATE TO COUNCIL

DATE: 2/18/2026

CC: RONDA MITCHELL, CHAIR

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This is an update to City Council regarding the Hayden URA activities over the past six months.

### **HURA Executive Director**

With the completion of the Urban Renewal District expansion and Plan amendment, the Hayden Urban Renewal Agency (HURA) and the City are entering a phase focused primarily on project design and implementation. Idaho Code § 50-2017 prohibits urban renewal agency officials or employees from acquiring a personal interest in urban renewal projects or related contracts. Because upcoming work will include the procurement of professional design services within the URA district, continued service as Executive Director by an individual employed by a firm that may respond to Qualifications Based Selection (QBS) solicitations could create a perceived or potential conflict of interest.

The former Executive Director is employed as a project manager with an engineering firm that may pursue design contracts issued by either the City or HURA within the district. In order to eliminate any actual or perceived conflict and to ensure full compliance with state law, she expressed interest in voluntarily stepping down from the Executive Director role prior to issuance of any design-related procurements.

Following review of qualifications, HURA appointed Brenda Bookholtz of Accuwize as Executive Director to provide independent administrative services moving forward. Brenda was previously, and continues to be, engaged by HURA in a bookkeeping capacity. The former Executive Director is assisting with the administrative transition to ensure continuity of operations.

### **Other Activities Within the Past 6 Months**

The remaining HURA activities are probably best summarized by reviewing the 2025 Annual Report, which is attached to this memo. We did not include the attachments, but if you'd like to review those, the full report is available on the Hayden URA website at [www.haydenurbanrenewalagency.com](http://www.haydenurbanrenewalagency.com).

# HAYDEN URBAN RENEWAL AGENCY

## 2025 ANNUAL REPORT

### About HURA

- This annual report is required under Idaho Code 50-20 Urban Renewal Law, Chapter 2006(5)(c). The purpose of this report is to summarize activities for the preceding calendar year.
- HURA was created in December 2005 and will mature in 2029. The boundary was expanded slightly through an amendment in 2025. The boundary is shown below.
- Meetings are held at Hayden City Hall and are generally held the second Monday of each month at 3:00 PM.

### 2025 Achievements

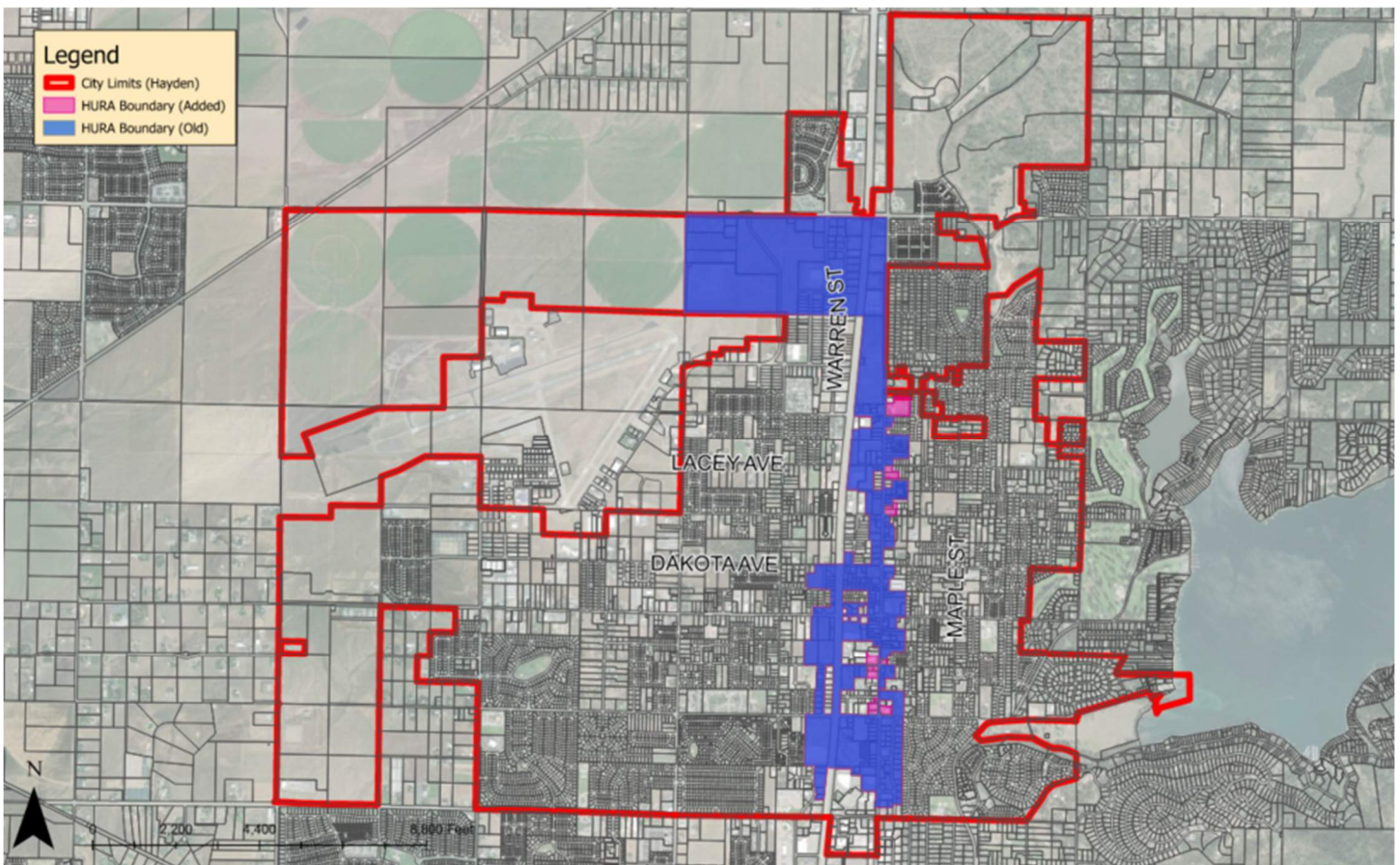
- The City and HURA finished the expansion of the District through a plan amendment, which was approved by Council in November 2025. The plan amendment does not reset the base and was to allow for intersection projects.
- HURA continued support of the City Art's Commission Come Together Bench program. Benches are expected to be installed in Spring 2026.
- HURA purchased the former Owl Café property in 2024 and demolished the building and cleaned up the lot in April 2025. The historic Owl Café Sign was delivered to the North Idaho Museum large format storage for safe keeping.
- The HURA Board continued efforts on the civic center and McIntire Park planning and design including close coordination with the Hayden Senior Center and the City. The City has taken over leading efforts on McIntire Park and HURA will continue moving forward on the civic/senior center design in 2026.
- Continued live streaming and video recording meetings.
- In 2024, HURA gave the City \$1.76 million for the LHTAC-Funding Ramsey Road project. This construction project is now complete and final audit of the project indicates that these funds will be returned to HURA in 2026.

### 2025 HURA Board

Ronda Mitchell, Chair  
Randy McIntire, Vice Chair  
Steve Meyer, Treasurer  
Colin Meehan, Secretary  
Matt Roetter  
Michael Thayer  
Joy Richards

### Contact

Melissa Cleveland, Executive Director  
(208)664-6942  
mccleveland@welchcomer.com



Hayden city limits and HURA boundary

## Objectives

HURA was established with the following summarized objectives:

- Elimination of environmental deficiencies such as obsolete/aged buildings, inadequate public improvements, and environmental remediation.
- Consolidation of land into parcels suitable for modern, integrated development.
- Development of underdeveloped areas which are stagnant or improperly utilized.
- Strengthening the economic base by installation of needed public improvements to stimulate new commercial expansion and employment.
- Establishment and implementation of design standards to provide unity and integrity of properties within HURA.
- Strengthening of the tax base by encouraging private development thus increasing the assessed valuation within the HURA boundary.
- Creating of public spaces, gateway entries, and public art.
- Participate in the development of civic buildings or community facilities.
- Providing for adequate land for open space and street rights of ways.
- The construction and improvement of major street corridors along with accompanying utility connections.

## 2024/2025 Public Infrastructure Reimbursements

HURA reimbursed the City nearly \$2.9 million for infrastructure projects in 2024 and 2025 and \$1.76 million for Ramsey Road was not ultimately needed and is expected to be returned. Both Croffoot Park and Ramsey Road Federal-Aid were funds needed to supplement grants the City received from the federal government. Those projects were in jeopardy of losing the grant dollars if the projected funding shortage could not be secured.

Project	2024/5 HURA Funds
Ramsey Road Federal-Aid	\$1,760,000*
Ramsey Road Sewer	\$303,569
Croffoot Park	\$804,511
“Come Together” Benches	\$24,410
<b>TOTAL</b>	<b>\$2,892,490</b>

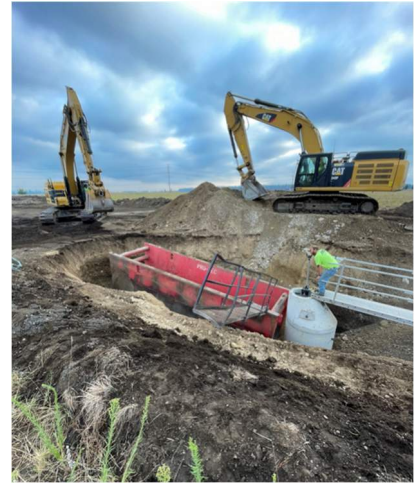
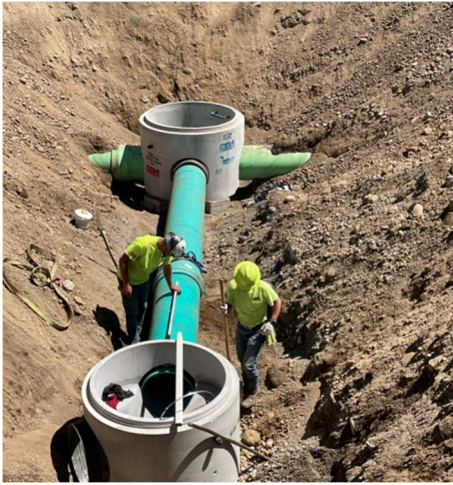
\*Anticipate reimbursement of these funds in 2026.



Limits of the Ramsey Road sewer project that HURA assisted the City in funding. This was completed in advance of a federally-funded road project that they City and the Local Highway Technical Advisory Council (LHTAC) needed to advertise for bids.



Photos of Croffoot Park Expansion



Photos of Ramsey Road Sewer Project

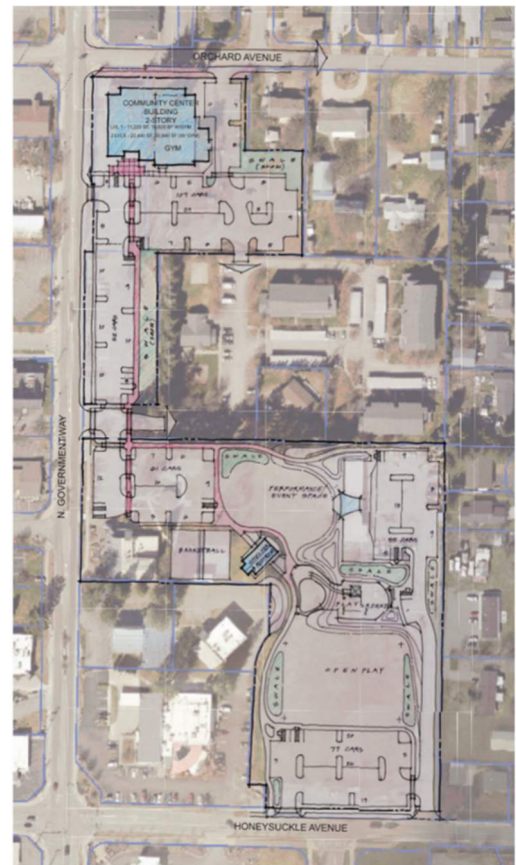


Photos of the finished Ramsey Road project.

HURA helped cover anticipated funding shortages (ultimately unrealized) that funding agency, LHTAC, required prior to advertising the project for bids.



Photo of the Owl Café sign removal prior to delivery to the North Idaho Museum large format storage for safe storage.



Concept plan developed for the Civic Center Campus and McIntire Park in 2025.

## HURA's Positive Impact 2005—2025

Over the past 20 years, HURA pursuit of meeting the objectives outlined in the plan has had a significant impact and resulted in nearly \$303,000,000<sup>1</sup> in assessed value increase. Some of HURA's impact within the district is shown on this page in the form of before and after imagery. The "before" photos were all taken in 2007. HURA has collected roughly \$11.1 million in increment since 2005 and has spent approximately \$6.5 million on public infrastructure, facility upgrades, and public art reimbursements to the City. Additionally, there has been \$587,000 for public infrastructure reimbursed as a part of developer OPA agreements.



**BEFORE**



**AFTER**

In 2005, the Cotton Club caught fire and was inhabitable. HURA purchased the property, demolished structures and performed remediation, and then constructed the public parking that exists today.



**BEFORE**



**AFTER**

HURA contributed to the City Hall remodel and façade improvements, which helped to set the character of Hayden's downtown.



**BEFORE**



**AFTER**

The property which now is part of the Capone's parking lot was an abandoned gas station. HURA purchased this property and remediated it so that it could be repurposed into much needed parking.



**BEFORE**

The northwest corner of the Government Way/Hayden Avenue intersection had deteriorated buildings including an abandoned carwash. HURA purchased the properties, completed demolition and remediation to make the property attractive for development.



**BEFORE**



**AFTER**

HURA contributed to the final design and construction of Hayden Avenue, which did not include curb, gutter, and sidewalks.

1) Total increment estimate shown on the state website: [Microsoft Power BI](#).

## Financial Overview

At the time of this report, the 2024 audit was the most recent. The 2024 audit and 2025 unaudited fiscal year reporting are attached to this report. The major difference in revenues was an increase in anticipated property taxes. The major difference in expenditures was an anticipated capital projects and property acquisition that did not occur. All expenses for fiscal year 2025 were within budget.

Budget Item	Approved Budget (FY25) <sup>1</sup>	Actual Revenues or Expenditures (FY25)
Property Taxes	\$945,000	\$1,235,163
Interest Earnings	\$123,000	\$128,258
Other Revenue	\$18,040	\$19,740
<b>Total Revenues</b>	<b>\$1,086,040</b>	<b>\$1,383,161</b>
Operating/Administrative	\$50,600	\$38,984
Professional Services	\$161,500	\$81,276
Capital Purchases/Projects	\$2,295,000	\$134,376
<b>Total Expenditures</b>	<b>\$2,507,100</b>	<b>\$254,636</b>

### Notes

1) Estimated fund balance carryovers are excluded from this table, but are shown in the unaudited report.

## Financial History

	2019	2020	2021	2022 <sup>5</sup>	2023 <sup>5</sup>	2024 <sup>5</sup>	2025 <sup>5</sup>
Tax Increment	\$739,400	\$845,000	\$825,800	\$858,508	\$820,069	\$1,092,367	\$1,234,163
Total Revenues	\$838,100	\$1.45 million <sup>1</sup>	\$874,800	\$908,373	\$1,055,252	\$1,339,729	\$1,383,161
Total Expenditures	\$126,000	\$993,300 <sup>2</sup>	\$417,000 <sup>2,3,4</sup>	\$94,678	\$541,680 <sup>6</sup>	\$3,972,704 <sup>7</sup>	\$254,636
Total Assets	\$4.27 million	\$4.73 million	\$5.22 million	\$5.73 million	\$6.24 million	\$3.33 million	\$3.98 million

### Notes

- 1) Included sale of land.
- 2) Included reimbursement for Hayden Avenue final design and construction.
- 3) Included reimbursement for Gov't Way/Miles intersection design.
- 4) Included reimbursement for Gov't Way. Corridor Study.
- 5) From 2022 forward, the financial history is reported as fiscal year. Preceding years are reported as calendar year.
- 6) Included reimbursement for City Hall remodel and design of Ramsey Road sewer project.
- 7) Included reimbursement for Ramsey Road sewer, Ramsey Road federal-aid, Croffoot Park, and Come Together Bench program.

## Public Infrastructure Expenditures

Since 2005, HURA has spent nearly \$7 million on public infrastructure, upgrades to City Hall, public art, and plans/studies. The table below provides a summary. HURA anticipates getting the \$1.76 million for Ramsey Road reimbursed in 2026.

Project Type	Total Sum Paid By HURA
Ramsey Road Fed-Aid	\$1,760,000
Hayden Avenue	\$1,128,328
Various Public Parking Lots	\$807,487
Croffoot Park	\$804,511
Gov't Way	\$567,658
H-6 Sewer (Hayden Village OPA Agreement)	\$500,978
City Hall	\$463,360
Ramsey Road Sewer	\$427,829
Public Art	\$210,500
Studies/Standards	\$181,854
Gov't Way/Miles	\$114,067
<b>TOTAL</b>	<b>\$6,966,573</b>

## Active Owner Participation Agreements

HURA has three active OPA Agreements:

- 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. Through the end of FY25, Rock Properties had been reimbursed \$55,458.
- 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. Through the end of FY25, Marketplace at Miles has been reimbursed \$1,319.
- 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 \$80,955.95. Through the end of FY 2025, CHUBBs has been reimbursed \$29,283.

## HURA-Owned Properties

- HURA owns a home and 1.7-acre parcel east of the Government Way/Orchard intersection. The property was rented through 2025 and is planned to continue until a plan is in place for the property. This property is located northeast of Hayden City Hall.
- HURA owns the parcels on Government Way that serve as public overflow parking for City Hall, McIntire Family Park, and the downtown core. This property is located north of City Hall.
- HURA purchased the former Owl Café property in 2024 which is located on the southwest corner of Government Way and Orchard Avenue. HURA demolished the structure in 2025 and intends to hold onto this property because it may potentially help achieve the goal of a civic campus.
- HURA has held onto these properties because they properties may potentially help achieve the objective of participating in the development of a civic campus (civic buildings or community facilities), and plans to move forward with design drawings for civic center in 2026.



Public infrastructure constructed as a part of the Rock Properties OPA.



Frontage improvements constructed as a part of the Chubbs OPA



Marketplace at Miles OPA now has a building under construction and a new coffee stand.

Attachments:

1) Resolution No. 24-01 with Budget 2) Unaudited FY2025 financial report with budget, 3) 2024 Audit, and 4) Notice in the CDA Press

5. **PUBLIC HEARING (Public Testimony will be received for these items)**
  - A. **ACTION ITEM** PZE-25-0110 City Initiated Annexation of Two Parcels on North Ramsey Road



To: Chair Taylor and Members of the Commission  
From: Donna Phillips, Community Development Director  
Date: January 2, 2026

## STAFF EXECUTIVE SUMMARY

### Annexation

#### PZE-25-0110 City Parcels on North Ramsey Road

**Project Description:** The City initiated an annexation of two parcels owned by the City to the West of North Ramsey Road, North of West Wyoming Avenue and immediately west of the City limits.

**Location:** The property is more commonly known as 11341 N Ramsey Road.

**Legal Description:** Parcel A: Tax #28213 [in SE] Section 10 Township 51 North Range 04 West; Parcel B: Tax #28212 [in SE] Section 10 Township 51 North Range 04 West

**Applicant Representatives:** City initiated

**Owners:** City of Hayden

**Application Filed:** November 20, 2025

**Notice Provided:**

#### PZC/CC

Agency: November 20, 2025

Adjacent Property Notice: December 19, 2025/February 6, 2026

Site Posting: December 19, 2025/February 6, 2026

Newspaper/Website/PSA: December 19, 2025/ February 6, 2024

**Hearing Date(s):** PZC: January 5, 2026/February 24, 2026

**PZC Recommendation:** At the conclusion of the deliberations, the PZC recommended **approval with conditions** and should the City Council approve the annexation, the PZC recommended the zone designation of Light Industrial (LI).

**PZC Packet:** [Annexation Flow Chart and Standards of Approval](#), Executive Summary, Public Comments received as a result of noticing for

hearing, the Staff Analysis, Written Recommendation and Minutes of the PZC are available through Boardbook. {All items provided here through links shall be available in the project file.}

## **FINDINGS:**

### **Standards of Review and Evidence of Record (Findings) for Approval of a Zone Map Amendment**

HCC §11-1-7 (E)(1): The Commission shall consider the existing zoning district or regulations, and may recommend approval, conditional approval, modification, or denial of the proposal or the commission may defer action until the completion of such studies or plans as may be necessary to determine the advisability of the proposal.

*Staff: Based on the applicant's proposal and the existing and proposed uses, staff does not believe additional studies or plans are necessary.*

HCC §11-1-7 (E)(2): The City Council may impose conditions upon rezoning where such conditions are required to ensure that proposed uses of the area are consistent with community needs and its public health, safety, and general welfare. The Planning and Zoning Commission may recommend conditions upon rezoning for the City Council's consideration.

*Staff: Based on the applicant's request, staff does not believe additional conditions are necessary.*

HCC §11-1-7 (E)(3): Amendment to the zoning map and zone text shall be in accordance with the Future Land Use Map and the goals and policies found in the Hayden Comprehensive Plan.

*Staff: See Staff Analysis pages 3 & 4. Additionally, road right-of-way does not have a land use identified separate from that provided east and west of the right-of-way.*

HCC §11-1-7 (E)(4): Amendment to the zoning map and zone text shall align with the zone district's purpose and intent.

*Staff: See Staff Analysis pages 5.*

HCC §11-1-7 (E)(5): Amendment to the zone map and zone text shall be consistent with the neighborhood contexts.

*Staff: See Staff Analysis page 5-8.*

## **STAFF RECOMMENDED CONDITIONS OF APPROVAL**

1. At the time of either site and/or subdivision development the applicant shall comply with the requirements from the Northern Lakes Fire Protection District.
2. At the time of future development, future site plans shall indicate how the property will be connected to municipal sewer when available and any existing or future building(s) shall be connected to municipal sewer.

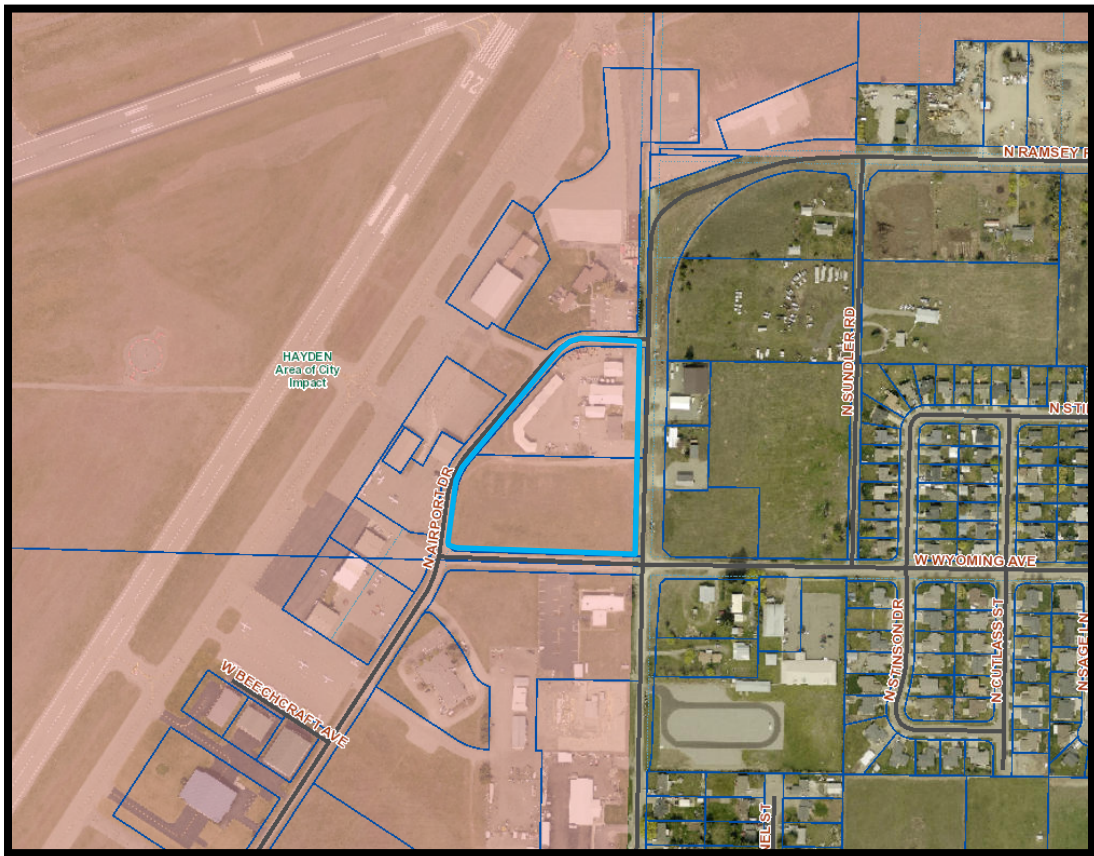
**Possible Motions of the City Council:**

- **Motion to Approve** – I move to approve the Annexation request of PZE-25-0110 City Parcels on North Ramsey Road with Staff Recommended Conditions of Approval and a zone designation of Light Industrial, finding the request **IS** in accord with the standards of Hayden City Code, based upon testimony received at the Planning and Zoning Commission Hearing and the record of the request.
- **Motion to Continue** – I move to continue this hearing to {date specific} to address concerns related to \_\_\_\_\_.
- **Motion to Deny** – I move to recommend denial of the PZE-25-0110 City Parcels on North Ramsey Road request, finding the request is **NOT** in accord with the standards of Hayden City Code, and, based upon testimony received at the Planning and Zoning Commission Hearing and the record of the request for the following reasons: \_\_\_\_\_.



City of Hayden, North Ramsey Road  
 Tax Parcel No. 51N04W-10-9900 & 51N04W-10-9800  
 Owner: City of Hayden  
 PZE-25-0110

BACKGROUND & SUMMARY OF REQUEST ..... 2  
 LOCATION ..... 2  
 LEGAL DESCRIPTION ..... 2  
 ANALYSIS ..... 2  
 ADDITIONAL INFORMATION ..... 7  
 STAFF RECOMMENDED CONDITIONS OF APPROVAL ..... 9



## BACKGROUND & SUMMARY OF REQUEST

The two properties shown on the previous page, more commonly known as 11341 N Ramsey Road were the home to Lakes Highway District until the highway district moved to their current location on North Pope Road. The buildings were owned by the District and the land was leased from Kootenai County.

The City entered into a Memorandum Of Understanding (MOU) to purchase the buildings from Lakes Highway District in 2022 and purchased the land from Kootenai County in 2025, in order to move and consolidate the Public Works Department. The Street Department moved from their location on East Honeysuckle Avenue directly east of Hayden City Hall and the Parks Department from their location on West Prairie Avenue at Stoddard Park.

The subject properties are currently located within the unincorporated Kootenai County and within area adjacent to the Coeur d'Alene Airport and zoned as Light Industrial. The request, should the annexation be approved, is to continue this designation and zone the property as Light Industrial (LI) in conformance with the City's Future Land Use Map. Four structures exist on the site today which are light industrial in nature: general office, equipment/maintenance sheds and barns.

The two subject properties (shown in blue on the previous page) are located within the city's Area of City Impact within what is now known as the "Exclusive Tier" additionally, the proposed annexation area is located within the proposed Area of Impact of the City. [Idaho State Statutes provided direction related to changes to the Area of City Impact to be completed by December 31, 2025, and the proposed Area of Impact shall be heard by Kootenai County on December 18, 2025]

## LOCATION

The property is located directly west of North Ramsey Road and directly north of West Wyoming Avenue and is more commonly known as 11341 N Ramsey Road.

## LEGAL DESCRIPTION

Parcel A: Tax #28213 [in SE] Section 10 Township 51 North Range 04 West

Parcel B: Tax #28212 [in SE] Section 10 Township 51 North Range 04 West

## ANALYSIS

The analysis is organized following the standards of approval of the Hayden City Code §11-1-7(E) and Idaho Statute, which can be found in their entirety in the Appendix. Those items of the analysis, which are required of all annexations, can be found in the appendix and are made a part of this Staff Analysis. Those items, which are more site specific, shall be identified in the analysis provided here.

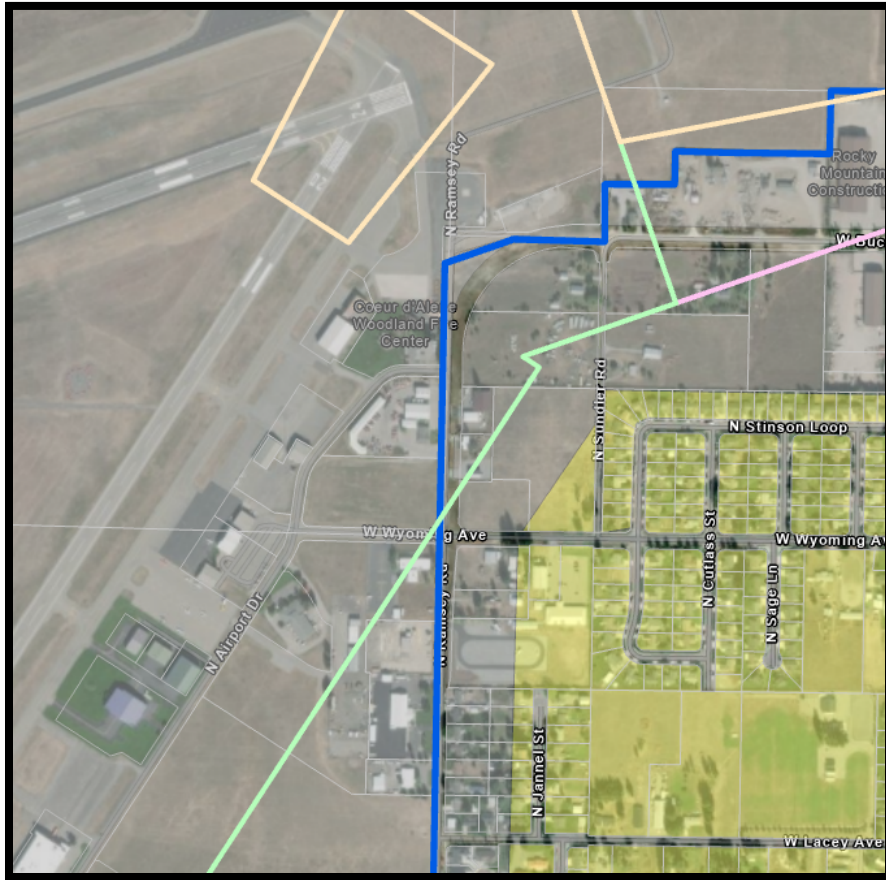
- a. The commission shall consider the existing zoning district or regulations, and may recommend approval, conditional approval, modification, or denial of the proposal or the commission may defer action until completion of such studies or plans as may be necessary to determine the advisability of the proposal.

*Staff does not believe that any additional studies or plans are required for this request.*

- b. The City Council may impose conditions upon rezoning where such conditions are required to ensure that proposed uses of the area are consistent with community needs and its public health, safety, and general welfare. The Planning Commission may recommend conditions upon rezoning for the City Council’s consideration.

*Staff does not believe that any additional conditions are required for this request.*

- c. Amendments to the zoning map and zone text shall be in accordance with the Future Land Use Map and the goals and policies found in the Hayden Comprehensive Plan.



The Future Land Use Map (FLUM) of the 2040 Hayden Comprehensive Plan (shown to the left) shows the Land Use to the west, south, north and east as Light Industrial and farther to the east as Residential.

The request is for a Light Industrial land use, which is defined within the 2045 Comprehensive Plan Update as Light industrial land uses allow most types of manufacturing and wholesale business activities that are primarily made up of light assemblage, distribution services, fabrication, manufacturing, processing and warehousing.

Additionally, as can be seen from the FLUM to the left, the property is located within the Airport Runway Protection Zone (RPZ). This area as shown is identified as the lateral safety zone and is defined in the 2019 Airport Master Plan (<https://www.kcgov.us/DocumentCenter/View/12515/2019-Master-Plan>) page 193 as having a purpose to enhance the protection of property and people on the ground and adjacent to the runway. General recommendations for land use in the Lateral Safety Zone include:

- To prohibit residential uses unless airport related
- Allow aviation uses that meet height requirements
- Avoid high intensities of non-residential land uses
- Prohibit schools, hospitals, and nursing homes.

The Vision of Hayden is that it is a well managed Idaho town that prioritizes responsible growth and mature infrastructure planning practices to provide a variety of housing options to encourage small business development, and to protect it's natural resources.

Hayden Comprehensive Plan Goals and Policies that could address this request are shown in the tables below and on the next page, and the complete list may be found in the Appendix.

**GOALS:** Goals are broad, community supported statements that express long-term aspirations based on public input and regional coordination. A goal is a direction setter. It is an ideal future state or condition related to the public health, safety, or general welfare toward which planning, and implementation actions are directed. A goal is a general expression of community values and is somewhat abstract in nature. Consequently, a goal is generally not quantifiable, time-dependent, or suggestive of specific actions for its achievement.

**POLICIES:** Policies are clear guidelines that reflect community values and direct decision-making on land use, infrastructure, and public investment. A policy indicates a clear commitment of the Hayden City Council. A policy is an extension of the Plan's goals, reflecting topical nuance as well as an assessment of conditions and how the City will respond.

GOALS	
1	The City of Hayden will promote and actively participate in intergovernmental coordination efforts at the regional and at the local level.
2	While protecting and strengthening existing neighborhoods, maintain an attractive and sustainable mixture of land use zones and housing options that promote responsible development decisions.
3	Developed land will be serviced by adequate, planned environmentally sound public facilities and utilities to maintain infrastructure integrity and provide reliable service.
6	Protect, preserve and be stewards of our environment's natural areas and resources which enhance the quality of life in the City.
7	Ensure that Ordinances and Policies do not violate private property rights, adversely impact property values or create unnecessary limitations on land use.
POLICIES	
2	Development will be compatible with the land use chapter of the Comprehensive Plan and fiscally responsible in supplying adequate transportation, utilities and parks to newly developed areas; minimizing increased taxes to residents, where possible.
3	Development will be managed to provide transition between business and residential zones.
6	Hayden will evaluate development project infrastructure impact, including public facilities and utility services, on existing City resources. Infrastructure will be planned and developed to accommodate anticipated City growth.
7	Adequate infrastructure resources must support annexation decisions.
8	Concentrate primary business development in the CBD, in established industrial park developments, and along primary transportation corridors.
14	Coordinate and support local water and irrigation districts in efforts to balance growth with available water supplies and infrastructure.
17	Protect lives and property from environmental and man-made risks and hazards.

- d. Amendments to the zoning map and zone text shall align with the zone district’s purpose and intent.

To facilitate the vision of the Comprehensive Plan, each zone district has minimum site standards related to the area of the site. The design standards of the proposed zone designation (Light Industrial) as defined in Hayden City Code §11-2-3 are shown below:

	Proposed (Light Industrial)
Front Setback	20'
Side Setback	10'
Rear Setback	10'
Flanking Street Setback	15'
Maximum Height	60’*
Max Lot Coverage	NA
Minimum Lot Size	NA
Minimum Public/Private Street Frontage	30'
Accessory Dwelling Unit Allowed	No

Side and rear yard setbacks of non-residential buildings may be reduced from those identified in the table above if both the National Building Fire Code and that International Building Codes are met. \*When the building is located within 300’ of a residential zoning district or is within the Airport Runway Protection Zone established in the Coeur d’Alene Master Plan, the maximum building height shall be 45’.

- e. Amendment to the zone map and zone text shall be consistent with the neighborhood contexts.

Photos of the existing location and surrounding areas are provided below and on the next pages.



West Wyoming Avenue facing north (south extent of proposed annexation)



Intersection of West Wyoming Avenue and North Ramsey Road facing northwest



North Ramsey Road facing northwest (developed property of proposed annexation)



Intersection of North Ramsey Road and North Airport Drive facing southwest (Developed Area of proposed annexation)



North Airport Drive facing east (Developed Area of proposed annexation to the right)



North Airport Drive facing northeast (proposed annexation are to the right)

### Current Property Context:

In unincorporated Kootenai County, the property is zoned as Industrial and defined as a zoning district in which the land has been found to be suitable for manufacturing and processing of all types. The uses permitted in this zone designation are attached as Exhibit A from Kootenai County Code Title 8 Article 2.9: Industrial Zone. Additionally, the Kootenai County Future Land Use Map shows this property to be identified Border – “The purpose of this designation is to allow very limited development that ensures future city expansions can be accomplished in an effective, orderly and logical fashion.” (page Appendix 60 of the KC Comprehensive Plan). The plan in its entirety can be found at <https://www.kcgov.us/DocumentCenter/View/13543/2020-Comp-Plan-Update> .

### ADDITIONAL INFORMATION

#### Notice and Comments

In response to the request for comment,  
From Agencies:

1. On November 20, 2025, Avondale Irrigation District responded with “no comments”.
2. On November 20, 2025, Kootenai Electric Cooperative responded with “no comment”.
3. On November 20, 2025, Hayden Area Regional Sewer Board responded with “no comment”.
4. On November 20, 2025, Hayden Lake Irrigation District responded with “no concerns or comments”.
5. On November 21, 2025, Kootenai County Community Development responded with “no comments or concerns”.
6. On November 20, 2025, Kootenai County Sheriff’s Office responded, “does not have any concerns at this time”.
7. On November 24, 2025, Northern Lakes Fire Protection District responded with requirements for fire hydrants, minimum driving surfaces, future development plans review and construction, current Idaho Fire Code requirements and review fees.

8. On December 1, 2025, the Idaho Department of Water Resources responded with “no comment”.
9. On December 5, 2025, the Idaho Fish and Game responded, “does not have any comments to submit for this proposal”.

**From the public:**

The Adjacent Property Owner notices (APO) and required public notices to include the posting of the staff review on the City’s website shall occur after the Staff Review is completed. Public comments received during the noticing period will be included within the record of the Planning and Zoning Commission public hearing.

**STAFF RECOMMENDED CONDITIONS OF APPROVAL**

1. At the time of either site and/or subdivision development the applicant shall comply with the requirements from the Northern Lakes Fire Protection District.
2. At the time of future development, future site plans shall indicate how the property will be connected to municipal sewer when available and any existing or future building(s) shall be connected to municipal sewer.

# Appendix

# APPENDIX ANNEXATION REQUEST

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## STANDARDS FOR ANNEXATION APPROVAL

### Idaho State Law

#### **As per Idaho Code §50-222 Annexation by Cities.**

#### 50-222. Annexation by cities.

(1) Legislative intent. It is the intent of the legislature to honor the right of private landowners to have a voice in their own governance, to minimize conflict between citizens and municipalities, to provide a mechanism for the orderly development of Idaho cities, including the efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands that benefit from cost-effective availability of municipal services in urbanizing areas, and to equitably allocate the costs of public services in managing development on the urban fringe.

(2) Definitions. For purposes of this section:

(a) "Consent" means a written document executed by the landowner or the landowner's authorized agent explicitly agreeing to annexation. Written consent to annex lands must be recorded in the county recorder's office to be binding upon subsequent purchasers, heirs, or assigns of lands addressed in the consent.

(b) "Contiguous" means sharing a common border. For the purpose of this section, land is not contiguous if the only common border is along a shoestring connection.

(c) "Implied consent" means that valid consent to annex is implied for the area of all lands connected to a water or wastewater collection system owned and operated in its entirety by the city if the connection was requested in writing by the owner or the owner's authorized agent prior to July 1, 2024, or if the connection was completed before July 1, 2008.

(d) "Landowner" means a person owning real property in the area proposed for annexation.

(e) "Planning and zoning commission" means the entity performing planning and zoning duties for the city, which may be the city council itself, a planning commission, a zoning commission, or a planning and zoning commission.

(f) "Subject land" means an area proposed for annexation by a city pursuant to this section.

(3) Requirements. Except as provided in subsection (5) of this section, no city of this state shall annex land unless and until the following requirements are met:

(a) The subject land is contiguous to or surrounded by the city, except as provided in subsections (7), (9), or (11) of this section;

(b) The city notifies each landowner and the board of county commissioners of its intent to annex the subject land. Such notification shall:

(i) Include a summary of the annexation plan;

(ii) Advise landowners of their right to give or withhold consent;

(iii) Include a description of how consent can be made, where it should be filed, and the deadline for such filing, which shall be no later than forty-five (45) days after the date of notification;

(iv) Include information about where the entire record of the proposed annexation may be reviewed; and

(v) Include a legal description of the subject land and a simple map depicting the location of the subject land;

(c) The city publishes notice of its intent to annex the subject land. In providing notice, the city shall comply with the notice and hearing procedures governing a zoning district boundary change as set forth in [chapter 65, title 67](#), Idaho Code, unless otherwise provided in this section, on the question of whether the subject land should be annexed and, if annexed, the zoning designation to be applied to the subject land. The initial notice of public hearing concerning the question of annexation and zoning shall be published in the official newspaper of the city and mailed by first class mail to every landowner of property included in the annexation proposal at least twenty-eight (28) days prior to the initial public hearing. All public hearing notices shall establish a time and procedure by which comments concerning the proposed annexation may be received in writing and heard;

(d) The city council adopts a written annexation plan;

(e) Subsequent to publishing notice of intent and a written annexation plan, the city council and the planning and zoning commission each holds a public hearing on the proposed annexation, pursuant to section [67-6525](#), Idaho Code, at which landowners and city residents are afforded an opportunity to testify for or against annexation. Provided, however, if a city performs its own planning and zoning functions without a commission, the two (2) public hearings required by this paragraph may be combined into one (1) public hearing, but in such case, the notice to landowners required by paragraph (c) of this subsection must be mailed at least forty-five (45) days prior to the public hearing; and

(f) Landowners representing sixty percent (60%) of the parcels and at least fifty percent (50%) of the area proposed for annexation give voluntary consent as defined in subsection (2) of this section and record such consent with the county recorder's office for the county in which the property is located.

- (4) Written annexation plan. The written annexation plan required by subsection (3) of this section shall describe:
- (a) The manner of providing tax-supported municipal services to the subject land;
  - (b) The changes in taxation and other costs that would result if the subject land were to be annexed;
  - (c) The means of providing fee-supported municipal services, if any, to the subject land;
  - (d) An analysis of the potential effects of annexation on other units of local government that currently provide tax-supported or fee-supported services to the subject land;
  - (e) The proposed future land use plan and zoning designation or designations, subject to public hearing, for the subject land; and
  - (f) A statement of the public purposes that would benefit from annexation.
- (5) Exceptions.
- (a) Annexation with consent. In the case of a prospective annexation where all landowners of the subject property have requested annexation or where consent has been given by the landowner or landowners of a contiguous parcel or parcels or where implied consent has been given, the provisions of subsections (3) and (4) of this section shall not apply. In such a case, the subject land may extend beyond the city area of impact if the land is contiguous to the city and the comprehensive plan includes the area of annexation. Lands need not be contiguous to the city limits at the time a landowner consents to annexation for the property to be subject to a valid consent to annex, but no annexation of lands may occur, regardless of consent, until such land becomes contiguous to the city. Upon determining that a proposed annexation meets the requirements of this subsection, a city may initiate the planning and zoning procedures set forth in [chapter 65, title 67](#), Idaho Code, to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed.
  - (b) Enclaves. The provisions of subsections (3) and (4) of this section shall not apply to the annexation of any residential enclaved lands of thirty (30) or fewer privately owned parcels that are surrounded on all sides by lands within a city or lands that cannot legally or physically be annexed.
- (6) Ordinance. If all requirements provided in subsection (3) or (5) of this section are satisfied and the city agrees to the annexation, then the city council shall enact an annexation ordinance.
- (7) Highways. In any annexation proceeding, all portions of highways lying wholly or partly in the subject area shall be included in the area annexed unless there is an express agreement otherwise between the city and the governing board of the highway agency providing road maintenance at the time of annexation. Provided, however, no city council may annex property if the property will be connected to the city only by a shoestring connection or strip of land comprising the highway's right-of-way in order to establish contiguity.
- (8) Fairgrounds. Property that is used as a fairground pursuant to the provisions of [chapter 8, title 31](#), Idaho Code, or [chapter 2, title 22](#), Idaho Code, shall not be annexed unless the annexation is approved by a majority of the board of county commissioners of the county in which the property lies.
- (9) Airports. A city may annex land that is not contiguous to the city itself if such land is occupied by a municipally owned or operated airport or landing field. A city may not annex any land contiguous to the airport or landing field unless the land may otherwise be annexed pursuant to this section.

(10) Recreational areas. Property owned by a nongovernmental entity that is used to provide outdoor recreational activities to the public and that has been designated as a planned unit development of fifty (50) acres or more and does not require or utilize any city services must have the express written permission of the nongovernmental entity owner to be annexed by a city.

(11) Railroad rights-of-way. A railroad right-of-way property may be annexed pursuant to this section only when property within the city adjoins or will adjoin both sides of the right-of-way. Provided, however, no city council may annex property if the property will be connected to the city only by a shoestring connection or strip of land comprising the railroad right-of-way.

(12) Agricultural or forest lands. In addition to the requirements set forth in this section, the following lands may not be annexed without the express written permission of the landowner:

(a) Land, if five (5) acres or greater, actively devoted to agriculture as defined in section [63-604\(1\)](#), Idaho Code, regardless of whether such land is surrounded or bounded on all sides by lands within the city; and

(b) Land, if five (5) acres or greater, actively devoted to forest land as defined in section [63-1701](#), Idaho Code, regardless of whether such land is surrounded or bounded on all sides by lands within the city.

(13) Judicial review. In the case of a city-initiated annexation, the decision of a city council to annex and zone land shall be subject to judicial review in accordance with the procedures provided in [chapter 52, title 67](#), Idaho Code, and pursuant to the standards set forth in section [67-5279](#), Idaho Code. An appeal shall be filed by an affected person in the appropriate district court no later than twenty-eight (28) days after the date of publication of the annexation ordinance and shall be heard by the district court at the earliest practicable time. All cases in which there may arise a question of the validity of any city-initiated annexation under this section shall be advanced as a matter of immediate public interest and concern and shall be heard by the district court at the earliest practicable time.

(14) This section applies to annexations occurring on and after July 1, 2024. It does not invalidate or affect consent, including implied consent, obtained or annexations undertaken lawfully according to the laws in effect at the time of such consent or annexations.

### **Idaho Code §67-6509. Recommendation and Adoption, Amendment, and Repeal of the Plan**

67-6509. Recommendation and adoption, amendment, and repeal of the plan.

(1) The planning or planning and zoning commission, prior to recommending the plan, amendment, or repeal of the plan to the governing board, shall conduct at least one (1) public hearing in which interested persons shall have an opportunity to be heard. At least fifteen (15) days prior to the hearing, notice of the time and place and a summary of the plan to be discussed shall be published in the official newspaper or paper of general circulation within the jurisdiction. The commission shall also make available a notice to other papers, radio, and television stations serving the jurisdiction for use as a public service announcement. Notice of intent to adopt, repeal, or amend the plan shall be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing

scheduled by the commission. Following the commission hearing, if the commission recommends a material change to the proposed amendment to the plan that was considered at the hearing, it shall give notice of its proposed recommendation and conduct another public hearing concerning the matter if the governing board will not conduct a subsequent public hearing concerning the proposed amendment. If the governing board will conduct a subsequent public hearing, notice of the planning and zoning commission recommendation shall be included in the notice of public hearing provided by the governing board. A record of the hearings, findings made, and actions taken by the commission shall be maintained by the city or county.

(2) The governing board, as provided by local ordinance, prior to adoption, amendment, or repeal of the plan, may conduct at least one (1) public hearing, in addition to the public hearing or hearings conducted by the commission, using the same notice and hearing procedures as the commission. The governing board shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendments, or repeal until recommendations have been received from the commission.

(3) No plan shall be effective unless adopted by resolution by the governing board. A resolution enacting or amending a plan or part of a plan may be adopted, amended, or repealed by definitive reference to the specific plan document. A copy of the adopted or amended plan shall accompany each adopting resolution and shall be kept on file with the city clerk or county clerk.

(4) Any person may petition the commission or, in absence of a commission, the governing board for a plan amendment at any time, unless the governing board has established by resolution a minimum interval between consideration of requests to amend, which interval shall not exceed six (6) months. The commission may recommend amendments to the comprehensive plan and to other ordinances authorized by this chapter to the governing board at any time.

#### As per Idaho Code §67-6511. Zoning Ordinance.

67-6511. Zoning ordinance.

(1) Each governing board shall, by ordinance adopted, amended, or repealed in accordance with the notice and hearing procedures provided under section [67-6509](#), Idaho Code, establish within its jurisdiction one (1) or more zones or zoning districts where appropriate. The zoning districts shall be in accordance with the policies set forth in the adopted comprehensive plan.

(a) Within a zoning district, the governing board shall where appropriate establish standards to regulate and restrict the height, number of stories, size, construction, reconstruction, alteration, repair or use of buildings and structures; percentage of lot occupancy, size of courts, yards, and open spaces; density of population; and the location and use of buildings and structures. All standards shall be uniform for each class or kind of buildings throughout each district, but the standards in one (1) district may differ from those in another district.

(b) Within an overlay zoning district, the governing board shall establish clear and objective standards for the overlay zoning district while ensuring that application of such standards does not constitute a regulatory taking pursuant to Idaho or federal law.

(2) Ordinances establishing zoning districts shall be amended as follows:

(a) Requests for an amendment to the zoning ordinance shall be submitted to the zoning or planning and zoning commission, which shall evaluate the request to determine the extent and nature of the amendment requested. Particular consideration shall be given to

the effects of any proposed zone change upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction. An amendment of a zoning ordinance applicable to an owner's lands or approval of conditional rezoning or denial of a request for rezoning may be subject to the regulatory taking analysis provided for by section [67-8003](#), Idaho Code, consistent with the requirements established thereby.

(b) After considering the comprehensive plan and other evidence gathered through the public hearing process, the zoning or planning and zoning commission may recommend and the governing board may adopt or reject an ordinance amendment pursuant to the notice and hearing procedures provided in section [67-6509](#), Idaho Code, provided that in the case of a zoning district boundary change, and notwithstanding jurisdictional boundaries, additional notice shall be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered, and any additional area that may be impacted by the proposed change as determined by the commission. Notice shall also be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section [62-1104](#), Idaho Code. Notice shall also be posted on the premises no less than one (1) week prior to the hearing. When notice is required to two hundred (200) or more property owners or purchasers of record, alternate forms of procedures that would provide adequate notice may be provided by local ordinance in lieu of posted or mailed notice. In the absence of a locally adopted alternative notice procedure, sufficient notice shall be deemed to have been provided if the city or county provides notice through a display advertisement at least four (4) inches by two (2) columns in size in the official newspaper of the city or county at least fifteen (15) days prior to the hearing date, in addition to site posting on all external boundaries of the site. Any property owner entitled to specific notice pursuant to the provisions of this subsection shall have a right to participate in public hearings before a planning commission, planning and zoning commission or governing board subject to applicable procedures.

(c) The governing board shall analyze proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction, the governing board may require the request to be submitted to the planning or planning and zoning commission or, in absence of a commission, the governing board may consider an amendment to the comprehensive plan pursuant to the notice and hearing procedures provided in section [67-6509](#), Idaho Code. After the plan has been amended, the zoning ordinance may then be considered for amendment pursuant to paragraph (b) of this subsection.

(d) If a governing board adopts a zoning classification pursuant to a request by a property owner based upon a valid, existing comprehensive plan and zoning ordinance, the governing board shall not subsequently reverse its action or otherwise change the zoning classification of said property without the consent in writing of the current

property owner for a period of four (4) years from the date the governing board adopted said individual property owner's request for a zoning classification change. If the governing body does reverse its action or otherwise change the zoning classification of said property during the above four (4) year period without the current property owner's consent in writing, the current property owner shall have standing in a court of competent jurisdiction to enforce the provisions of this section.

## HAYDEN CITY CODE

### As per Hayden City Code §1-7 Annexation Procedures

#### **1-7-3: APPLICATION:**

Any person desiring to request annexation of lands within his or her ownership may initiate the annexation consideration process by submitting a completed annexation request form to the Hayden Community and Economic Development Department accompanied by the filing fee established by resolution of the City Council. Upon receipt of such completed form, a report will be submitted to the Mayor and the City Council for deliberation concerning the desirability of considering annexation of the requested lands. Upon receipt of such report, the City Council, in consultation with City staff, shall decide whether it wishes to further consider annexation of the requested lands or not. In the course of such consideration, the City Council may determine what analysis and study it would require to properly evaluate the consequences and effects of the proposed annexation. The City Council may, if it wishes to further consider the matter, establish the necessary prepaid annexation processing fee to be remitted by the requester if he desires to proceed with the request. Such prepaid fees may include a standard administrative fee (reasonably related to the administrative costs of processing an annexation request, including staff and legal expense) established by resolution of the City Council, in addition to any study based fees established after City Council consideration of the specific annexation request. (Ord. 578, 1-9-2018)

#### **1-7-4: PRE-ANNEXATION STUDIES:**

The City Council may require the completion of relevant studies before allowing an annexation proposal to go forward to the Planning and Zoning Commission or City Council for initial public hearing. Any studies required by the City Council as a prerequisite to consideration of an annexation request shall be conducted by City staff or by a consultant chosen and engaged by the City. The estimated costs of such studies shall be prepaid by the annexation applicant before the studies are undertaken. Any consultant engaged to perform specified tasks in the course of evaluating the consequences of a possible annexation shall serve the City of Hayden as its client, not the parties requesting annexation. Any such studies shall be conducted in accordance with direction from the City to determine the anticipated consequences of the proposed annexation. Such studies shall become public documents upon their completion and shall be made available to the applicant and other interested parties prior to the conduct of any public hearings. (Ord. 304, 11-27-2001)

#### **1-7-5: ANNEXATION PROCEDURE:**

- A. Upon completion of the required pre-annexation studies and submittal of an application in that form developed by the City with payment of fees pursuant to the

City's fee schedule, the Community and Economic Development Director or his/her designee shall schedule any authorized annexation proposal for a public hearing before the Planning and Zoning Commission as soon as such request may be accommodated by the commission schedule. No such hearing shall be scheduled until the required pre-annexation studies have been received, unless the City Council waives such requirement. The legal purpose of such public hearing shall be to receive public comment and to formulate a recommendation to the City Council regarding proper zoning or land use regulations for the lands in question. At the conclusion of its deliberations, the Planning and Zoning Commission shall submit a recommendation to the City Council regarding potential zoning of the lands under consideration for annexation and the advisability of annexation of the subject lands in light of provisions of the Comprehensive Plan or other planning considerations. Such recommendations shall include the rationale employed and facts relied upon by the commission in reaching its recommendation.

All parcels of land to be considered for annexation shall have a contiguous boundary attachment to the existing incorporated area. The City Council shall not have the power to declare land a part of the City if it will be connected to the City only by a shoestring or strip of land which comprises a railroad or highway right-of-way.

All portions of highways lying wholly or partially within an area to be annexed shall be included within the area annexed unless expressly agreed between the City and the Governing Board of the highway agency providing road maintenance at the time of annexation.

For purposes of this chapter, highways are as defined by Idaho Code 40-109.5, highways and bridges, definitions.

- B. Upon receipt of the Planning and Zoning Commission recommendation, the City Council may schedule a public hearing to consider zoning of the lands for which annexation has been requested. The City Council may also require additional information from the applicant or others or may require such additional studies as it deems necessary to properly consider the annexation request. The costs of any such additional studies shall be prepaid by the annexation applicant. No public hearing may be scheduled before the City Council until all such expenses have been paid or until the required study results have been received unless expressly authorized by the City Council. The public hearing concerning zoning in anticipation of annexation shall be conducted as a legislative public hearing.
- C. Upon completion of the public hearing concerning zoning, and after considering such other information as it chooses to rely upon, the City Council may decide to enact an ordinance annexing the subject lands, or any parts thereof, and establish the zoning designation therefor. All fees and expenses required to be paid must have been received and an annexation agreement must have been executed and performed to the extent required by the City Council prior to passage of the annexation ordinance.

- D. All annexation applications shall follow and be processed pursuant to the requirements of Idaho Code 50-222, Annexation by Cities. Annexation applications shall be required to be accompanied by a request for a zoning designation which shall follow the public hearing procedures of Idaho Code 67-6509, as directed by Idaho Code 67-6511, Recommendation and Adoption, Amendment and Repeal of the Plan. (Ord. 578, 1-9-2018)

**As per Hayden City Code §11-1-7(E) Amendment Procedures:**

1. Agency and Public Notice: Once the City staff has reviewed the application and the staff has determined that the application is complete and that sufficient information regarding the proposal can be provided, notice will be provided to involved public agencies, as identified by the City. This notice shall allow 14 days for agency comment and the results of the agency comment shall accompany and be incorporated in summary in the staff report. At least 15 days prior to the hearing notice of the amendment, shall be published in the official newspaper of the City of Hayden, and additional notice by first class mail shall be provided to property owners and purchasers within 300', excluding streets and alleys, of the external boundaries of the land being considered; and any additional area that may be impacted by the proposed change as determined by the Council. When notice is required to 200 or more property owners or purchasers of record, notice may be given through a display advertisement at least four inches by two columns in size in the official newspaper of the City at least 15 days prior to the hearing date, in addition to site posting on all external boundaries of the site, in lieu of mailed notice.
2. Planning and Zoning Commission Public Hearing: At, or prior to, the public hearing, the City staff will provide a report to the Planning and Zoning Commission.
3. Planning and Zoning Commission Recommendation: After the Planning and Zoning Commission has reviewed the amendment at the public hearing, the commission shall forward a written recommendation to the City Council. The commission shall recommend approval or disapproval of the amendment as soon as practicable.
4. City Council Public Hearing: No additional agency notice shall be required in advance of this public hearing, unless the Planning and Zoning Commission Recommendation consists of a material change from what was requested. All other noticing requirements shall follow those identified in 11-1-7(E) (1). At, or prior to, the public hearing, the City staff will provide a report to the City Council.
5. City Council Decision: Upon receipt of the Written Recommendation from Planning and Zoning Commission, and public hearing notice, the amendment request will be placed on the next available City Council agenda. The City Council, upon receipt of the recommendations from the Planning and Zoning Commission, and after opportunity to review the file and minutes from the Planning and Zoning Commission's public hearing, and after receiving testimony at a public hearing with the City Council shall act upon the request.
  - a. The City Council prior to adopting, revising, or rejecting the amendment to the zoning ordinance or map, and having made no material change from what was presented at the Planning and Zoning Commission and/or City Council public hearing, shall make a decision.
  - b. Upon granting or denying an application to amend the text of the zoning ordinance or the zoning map, the City Council shall specify in writing:

- (1) The ordinance and standards used in evaluating the application;
  - (2) The reasons for approval or denial; and
  - (3) The actions, if any, that the applicant could take to obtain a permit.
- c. In the event that City Council shall approve an amendment, such an amendment shall thereafter be made a part of this title upon the preparation and passage of an ordinance and the City zoning map duly amended as identified by the decision.
6. Additional Public Hearing: Following the City Council's public hearing, if the City Council makes a material change from what was presented at the public hearing(s), further notice and an additional public hearing shall be provided before the City Council makes a final decision.
7. Standards of Approval: If the request meets the following standards of approval, the City Council may adopt the ordinance amendment:
  - a. The commission shall consider the existing zoning district or regulations, and may recommend approval, conditional approval, modification, or denial of the proposal or the commission may defer action until completion of such studies or plans as may be necessary to determine the advisability of the proposal.
  - b. The City Council may impose conditions upon rezoning where such conditions are required to ensure that proposed uses of the area are consistent with community needs and its public health, safety, and general welfare. The Planning and Zoning Commission may recommend conditions upon rezoning for the City Council's consideration.
  - c. Amendments to the zone map and zone text shall be in accordance with the future land use map and the goals and policies found in the Hayden Comprehensive Plan.
  - d. Amendments to the zone map and zone text shall align with the zone district's purpose and intent.
  - e. Amendment to the zone map and zone text shall be consistent with the neighborhood contexts.
8. Amendment to Comprehensive Plan: If the request is not in accordance with the adopted comprehensive plan, the City Council may adopt or reject an amendment to the comprehensive plan under the notice and hearing procedures provided in section 67-6509, Idaho Code. After the comprehensive plan has been amended as hereinafter provided for, the City Council shall hold a public hearing and make a decision on the proposed zoning amendment. (Ord. 619, 4-13-2021, amend Ord 631, 5-10-2022; Ord 645, 3-23-2023)

## INFRASTRUCTURE COMPLIANCE WITH APPLICABLE CITY, STATE, AND FEDERAL POLICIES AND REGULATIONS

### POTABLE WATER AND FIRE-FLOW:

Will serve letters are not a requirement of the annexation submittal unless requested by the City Council as an additional condition. Will serve letters are required by Hayden City Code §12-3-4(A) (10) as part of a subdivision request. The City does not participate in the QLPE (Qualified Licensed Professional Engineer) review of the construction plans for subdivisions as it relates to water and/or sewer. Therefore, the City relies on the Idaho Department of Environmental Quality (IDEQ) for their interpretation of the adequacy of the Will Serve letter to meet the requirements of the Idaho Code section 67-6526 in order to have the sanitary restriction lifted and to determine if the water and sewer infrastructure construction will meet Idaho Code Requirements. If IDEQ does not lift the sanitary restriction, building permits cannot be issued by the City.

The Developer shall be required to provide all dedications and easements and construct appurtenances as may be required by the water district at the time of development.

The Developer shall be required to provide detail on the location, size and design of all water system improvements, including water lines, stubs, meters, and fire department connections and hydrants as part of the construction drawing for required subdivision improvements.

### SEWER - CITY AND HARSB:

The sewer system consists of both a collection system consisting of gravity lines, force mains and lift stations (owned and operated by the City of Hayden) and wastewater treatment facility and regional force mains (owned and operated by the Hayden Area Regional Sewer Board – HARSB). Hayden City Code §12-3-4(F) (3) (b), as a standard of approval, requires that “provisions have been made for a public sewage system in accordance with the City and Hayden Area Regional Sewer Board (HARSB) adopted sewer master plans, as amended, that satisfied City, HARSB, and IDEQ requirements and that the existing or proposed systems can accommodate the proposed sewer flows”. Additionally, to meet this requirement a will serve letter from the utility provider confirming that the provider has the current availability, capacity, authority and willingness to service the proposal with the requested service must be provided as part of the application submittal for a subdivision.

At the time of future development, the developer shall be required to construct all sewer infrastructures in conformance with the City of Hayden 2020 Collection System Master Plan Update, State law, and all City sewer policies, standards and technical memos. All sewer manholes shall be placed on the centerline or within public roadways unless approved by the City. Public sewer shall be located within roadways within public rights-of-way or private tracts as appropriate. Revisions to the overall layout may be required where sewer is shown to be running in locations which are not within the locations identified above.

#### Ability to Provide Sewer Service:

The City issues Will Serve letters that are non-binding generalized statements of their agency’s ability and desire to provide sewer service under current circumstances. A Will Serve letter is not

a guarantee of service because the actual physical connection to utilities takes place under a separate authorization, generally with a building permit, which can be issued in the near or far future. As such, time may have passed and circumstances change; or perhaps something arises in detailed plan review that affects the ability to provide service, which is why neither agency can guarantee at this time that future capacity will be available and is only able to determine this at the time of authorization to physically connect to the utilities.

#### **STORMWATER:**

City Code Title 8 prohibits the acceleration, concentration, and/or conveyance of runoff, stormwater or other surface waters beyond the project boundaries. The stormwater management plan for the proposed development shall be designed in conformance with the above referenced City Code, with adopted road typical sections and their related design standards, and in conformance with the annexation agreement.

Stormwater easements shall be reflected on the face of the plat. No fences shall be placed within joint stormwater easement areas. Routine maintenance of joint stormwater areas on private property shall be the responsibility of the individual lot owner. Structural or functional maintenance of joint stormwater areas shall be the responsibility of a Home Owner's Association.

#### **STREETS, PEDESTRIAN PATHS, AND RIGHT-OF-WAYS:**

##### **Transportation Impact Study:**

Hayden City Code §12-3-4(A) (18) identifies the possible need for a traffic study as part of the application submittals for a subdivision. A traffic study may be required as a condition of an annexation request by the City Council.

Addressing Requirements, Street Design Requirements, Street Lighting, Signage and Landscaping, Driveway locations shall all be reviewed at the time of a development proposal in accordance with the City Code, standards, and policies.

#### **EROSION CONTROLS AND GEO-HAZARD STABILIZATION:**

The site topography is relatively flat; however, erosion control measures shall be identified on the construction plans.

#### **GAS, POWER, TELECOMMUNICATIONS, MAILBOXES:**

Dry utilities, including electric, gas, cable, and communication utilities shall be installed underground within the development, in accordance with City Code Title 11 & 12.

The Developer shall identify mailbox locations that have been approved by the Hayden Postmaster for project site, and provide an approval by the postmaster at the time of construction plan submittal. The City prefers the mailbox location to be on an internal street. Prior to construction plan approval, the Developer shall work with the US Post Office to address any required turnouts, if determined necessary by the City Engineer, and shall be included in the construction plans. If easements are needed, these shall be required to be shown on the final plat.

## DRIVEWAY LOCATIONS

The final location of all driveway locations shall be subject to the review and approval of the City, in accordance with the adopted Access Management Policies, and the standard detail of ST-013. Particular attention will be paid to those lots at intersections to avoid conflict with required traffic flows; and to those driveway locations which may conflict with existing and proposed infrastructures. All lots shall be accessed from an internal street.

## COMPREHENSIVE PLAN GOALS and POLICIES:

The Vision of the City of Hayden is as follows:

*Hayden is a well-managed Idaho town that prioritizes responsible growth and mature infrastructure planning practices to provide a variety of housing options, to encourage small business development, and to protect its natural resources.*

**Goals** are broad, community-supported statements that express long-term aspirations based on public input and regional coordination. A goal is a direction setter. It is an ideal future state or condition related to the public health, safety, or general welfare toward which planning, and implementation actions are directed. A goal is a general expression of community values and is somewhat abstract in nature. Consequently, a goal is generally not quantifiable, time-dependent, or suggestive of specific actions for its achievement.

**Policies** are clear guidelines that reflect community values and direct decision-making on land use, infrastructure, and public investment. A policy indicates a clear commitment of the Hayden City Council. A policy is an extension of the Plan's goals, reflecting topical nuance as well as an assessment of conditions and how the City will respond.

Table 2-1 Elements of the Comprehensive Plan identified in the Goals and Policies	
Abbreviation	Chapter Listing
LU	Land Use – Chapter 4
NR	Natural Resources – Chapter 6
HA	Hazardous Areas – Chapter 6
PR	Parks and Recreation – Chapter 9
T	Transportation – Chapter 7
PF	Public Facilities – Chapter 10
U	Utilities & Infrastructure – Chapter 10
H	Housing – Chapter 5
CD	Community Design – Chapter 11
I	Implementation – Chapter 2 & Appendix
ED	Economic Development – Chapter 8
CBD	Central Business District – Chapter 4, 8 & 11

Table 2-2: Goals

No.	Goal	Policy Reference	Impl. Reference
1	The City of Hayden will promote and actively participate in intergovernmental coordination efforts at the regional and at the local level.	1	LU; H; NR; HA; ED; PR; U; PF
2	While protecting and strengthening existing neighborhoods, maintain an attractive and sustainable mixture of land use zones and housing options that promote responsible development decisions. All development will consider and implement adequate parks and open leisure space for each neighborhood. Parks and leisure space will provide a variety of recreational opportunities and complement their associated neighborhood.	2, 3, 4, 5, 6, 9, 17	LU; H; PR; CD
3	Developed land will be serviced by adequate, planned, environmentally-sound public facilities and utilities to maintain infrastructure integrity and provide reliable service. Ensure infrastructure development costs are shared equitably. Hayden will prioritize developing land inside the City’s borders before seeking adjacent land annexation.	6, 7, 9	PF; U; CD; LU; HA; NR
4	Solidify a Central Business District that encourages and supports locally owned businesses and provides Hayden citizens employment opportunities. Augment the Central Business District by maintaining commercial uses along Hayden’s primary transportation corridors.	8, 9, 10, 11	LU; CD; ED; T
5	Promote neighborhood pedestrian and non-motorized interconnectivity between neighborhoods and throughout the Central Business District. Encourage Neighborhood Nodes that reduce traffic and increase community engagement.	12, 13, 14	T; LU; CD; ED
6	Protect, preserve and be stewards of our environment’s natural areas and resources which enhance the quality of life in the City.	15, 16	NR; HA; PR
7	Ensure that Ordinances and Policies do not violate private property rights, adversely impact property values or create unnecessary limitations on land use.	2, 17	LU; ED

Table 2-3: Policies

No.	Policy	Goal Reference	Impl. Reference
1	Hayden will coordinate with adjacent County and City leadership, regional quasi-governmental and other public agencies as required to provide compatible services, protect natural resources including the water and park systems, and promote regional transportation solutions.	1	LU; NR; HA; ED; PF; U; T
2	Development will be compatible with the land use chapter of the Comprehensive Plan and fiscally responsible in supplying adequate transportation, utilities, and parks to newly developed areas; minimizing increased taxes to residents, where possible.	2, 7	LU; ED; T; PF; PR; NR
3	Development will be managed to provide transition between business and residential zones.	2	CD; ED; LU
4	A variety of cohesive housing options will be encouraged when considering “infill” projects.	2	H; LU; ED; CD
5	Parks, leisure or natural space will be incorporated into all future housing development projects. Working with the private sector, usable open space projects will be funded and prioritized ahead of housing, where existing adjacent development has not provided neighborhood recreational development.	2	PR; NR; H; LU
6	Hayden will evaluate development project infrastructure impact, including public facilities and utility services, on existing City resources. Infrastructure will be planned and developed to accommodate anticipated City growth.	2,3	PF; U; ED; CD
7	Adequate infrastructure resources must support annexation decisions.	3	LU; PF; U; ED; CD
8	Concentrate primary business development in the Central Business District, in established industrial park developments, and along primary transportation corridors.	2, 4	LU; ED; CD; T
9	Higher density housing options will be encouraged along primary transportation	2, 3	H; LU; T; CD

No.	Policy	Goal Reference	Impl. Reference
	corridors, where development doesn't interfere with established neighborhoods.		
10	Prioritize business development in the Central Business District that creates jobs and generates property tax revenue.	4	ED; LU; CD
11	Encourage small-scale retail and service businesses that support the City and attract a live, work, play lifestyle for the citizens.	4	ED; LU; CD
12	Establish non-vehicular pathways that promote access to neighborhood parks and node-location retail businesses.	2, 5	T; LU; PR; ED; CD
13	Provide ample parking that encourages foot travel among Central Business District located businesses.	5	T; ED; CD
14	Create neighborhood-appropriate retail and service nodes that reduce traffic and promote pedestrian or non-vehicular travel.	5	CD; ED; T; LU
15	Land use decisions will identify setbacks and infrastructure that protect identified natural resources and environmentally sensitive areas. Land use decisions will also consider the preservation of historical structures.	6	LU; U; PF; T; NR; HA; PR
16	An environmental impact analysis will be completed ahead of implementing projects that compromise previously undeveloped acreage, natural resources and environmentally sensitive areas.	6	NR; HA
17	Protect lives and property from environmental and man-made risks and hazards.	3, 7	LU; NR; HA

# Public Agency Comments

## Deborah Shaver

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**From:** Bob Chandler <bobchandlercda@gmail.com>  
**Sent:** Thursday, November 20, 2025 2:56 PM  
**To:** Planning  
**Subject:** Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

**Categories:** Deborah

No comments.

Thanks,  
B.

**Bob Chandler** | District Manager  
**Avondale Irrigation District**

PO Box 81, Hayden, ID 83835  
P (208) 772-5657 | M (208) 691-3428

## Deborah Shaver

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**From:** Jessie Holderman <JHolderman@kec.com>  
**Sent:** Thursday, November 20, 2025 2:18 PM  
**To:** Planning  
**Cc:** Jeremy Hofer  
**Subject:** FW: Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

**Categories:** Deborah

Some people who received this message don't often get email from jholderman@kec.com. [Learn why this is important](#)

Good afternoon,

Kootenai Electric Cooperative has no comment regarding this Annexation.

Thank You,

## Jessie Holderman | Field Engineering Manager

---

Kootenai Electric Cooperative | 9014 W. Lancaster Road | Rathdrum, ID 83858  
TEL [208-292-3232](tel:208-292-3232) | WEB [kec.com](http://kec.com) | OFFICE HOURS Monday - Thursday 6:00 a.m. - 4:30 p.m.



**From:** CITY OF HAYDEN - Community Development <noreply@bsacloud.com>  
**Sent:** Thursday, November 20, 2025 1:38 PM  
**To:** Jessie Holderman <JHolderman@kec.com>  
**Subject:** Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

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Good afternoon,

Please see the attached Agency Notice for a City-initiated Annexation of 2 parcels on N Ramsey Road. Comments should be emailed to [planning@haydenid.gov](mailto:planning@haydenid.gov) no later than December 19, 2025, to be included in the Staff Analysis. Should you not have comments, an email stating so is much appreciated. You can also direct any questions to that email address. Thank you for your time. Have a great day!

Sincerely,

Shannon Drappo

## Deborah Shaver

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**From:** Ken <kwind@Harsb.org>  
**Sent:** Thursday, November 20, 2025 5:16 PM  
**To:** Planning  
**Cc:** Steph Oliver  
**Subject:** PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

**Categories:** Deborah

Hello Planning Department,

The Hayden Area Regional Sewer Board has no comment to PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels.

Thanks  
Ken Windram  
Hayden Area Regional Sewer Board  
208-772-0672

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## Deborah Shaver

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**From:** Branden Rose <branden@haydenirrigation.com>  
**Sent:** Thursday, November 20, 2025 4:50 PM  
**To:** Planning  
**Subject:** PZE-25-0110

**Categories:** Deborah

Thank you, but the district does not service these parcels. We have no concerns or comments.

Thank you,  
Branden Rose  
[Branden Rose](#)  
Hayden Lake Irrigation District  
District Administrator  
208-772-2612 Office  
208-518-8175 Cell

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## Deborah Shaver

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**From:** David Callahan <dcallahan@kcgov.us>  
**Sent:** Friday, November 21, 2025 10:16 AM  
**To:** Planning  
**Subject:** FW: Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels  
**Attachments:** PZE-25-0110 Agency Notice - Ramsey Properties Annexation.pdf

**Categories:** Deborah

Thank you for the opportunity to review. We have no comments or concerns.

David Callahan, AICP  
Director



**Kootenai County**  
**Community Development**

451 N Government Way • P.O. Box 9000  
Coeur d'Alene, Idaho 83816-9000

Phone: 208 446 1082 • Email: [dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)  
Mobile: 208 660 3029

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**From:** CITY OF HAYDEN - Community Development <noreply@bsacloud.com>  
**Sent:** Thursday, November 20, 2025 1:38 PM  
**To:** David Callahan <dcallahan@kcgov.us>  
**Subject:** Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

Good afternoon,

Please see the attached Agency Notice for a City-initiated Annexation of 2 parcels on N Ramsey Road. Comments should be emailed to [planning@haydenid.gov](mailto:planning@haydenid.gov) no later than December 19, 2025, to be included in the Staff Analysis. Should you not have comments, an email stating so is much appreciated. You can also direct any questions to that email address. Thank you for your time. Have a great day!

Sincerely,

Shannon Drappo

Planner

## Deborah Shaver

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**From:** Andrew Deak <adeak@kcgov.us>  
**Sent:** Thursday, November 20, 2025 4:21 PM  
**To:** Planning  
**Subject:** Re: Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

**Categories:** Deborah

There are no concerns at this time from the sheriff's office regarding PZE- 25-0110, City-Initiated Annexation, Ramsey Road Parcels

Respectfully,

Capt. Andy Deak  
KCSO  
208-446-1300

Get [Outlook for iOS](#)

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**From:** CITY OF HAYDEN - Community Development <noreply@bsacloud.com>  
**Sent:** Thursday, November 20, 2025 1:38:18 PM  
**To:** Andrew Deak <adeak@kcgov.us>  
**Subject:** Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

Good afternoon,

Please see the attached Agency Notice for a City-initiated Annexation of 2 parcels on N Ramsey Road. Comments should be emailed to [planning@haydenid.gov](mailto:planning@haydenid.gov) no later than December 19, 2025, to be included in the Staff Analysis. Should you not have comments, an email stating so is much appreciated. You can also direct any questions to that email address. Thank you for your time. Have a great day!

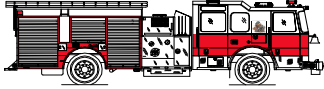
Sincerely,

Shannon Drappo

Planner

# **Northern Lakes Fire Protection District**

Proudly serving the areas of and surrounding Hayden and Rathdrum



Hayden Area (208) 772-5711 • Fax: (208) 772-3044  
Rathdrum Area (208) 687-1815 • Fax (208) 687-2088  
[www.northernlakesfire.com](http://www.northernlakesfire.com)

November 24, 2025

City of Hayden  
8930 N. Government Way  
Hayden, ID 83835

Attn. Shannon Drappo, City Planner,

The Northern Lakes Fire Protection District has reviewed the Annexation Request for The City of Hayden. This is to annex 7.53 acres from Kootenai County to the City of Hayden. Located on tax parcels 51N04W109900 and 51N04W109800. Case # PZE-25-0110.

## **The Fire District approves of the Annexation Request and has the following requirements:**

- Road access for future developments within annexation boundaries shall have an all-weather driving surface with a minimum driving surface width of no less than twenty (20) feet for access without fire hydrants and twenty-six (26) feet for access with fire hydrants.
- Future development will be reviewed for the addition of new fire hydrants. Hydrant placement shall be approved by the Fire District. Hydrants shall be required to have a 5-inch Storz adapter, with cover, located on the large port and a hydrant marking flag.
- Future development plans shall be reviewed and approved by Fire District prior to approval. Additional fees will be associated to these reviews.
- Current Idaho Fire Code requirements shall apply when building permits are applied for. Additional requirements may apply depending on size and type of occupancy constructed.
- Review fees are charged at \$75.00/hour minimum of one hour for review plus \$30.00 per dwelling unit for subdivisions of land.

If you have any questions, please call 208-772-5711.

Thank you,

*Tyler Drechsel*

Tyler Drechsel  
Fire Marshal

## Deborah Shaver

---

**From:** Richman, Michelle <Michelle.Richman@idwr.idaho.gov>  
**Sent:** Monday, December 1, 2025 4:36 PM  
**To:** Planning  
**Subject:** FW: Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels  
**Attachments:** PZE-25-0110 Agency Notice - Ramsey Properties Annexation.pdf

**Categories:** Deborah

Hello,

Thank you for the opportunity to comment. IDWR has no comment on this proposal.

Thanks,  
Michelle

---

**From:** CITY OF HAYDEN - Community Development <noreply@bsacloud.com>  
**Sent:** Thursday, November 20, 2025 1:38 PM  
**To:** Richman, Michelle <Michelle.Richman@idwr.idaho.gov>  
**Subject:** Agency Notice - PZE-25-0110, City-Initiated Annexation, Ramsey Road Parcels

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Good afternoon,

Please see the attached Agency Notice for a City-initiated Annexation of 2 parcels on N Ramsey Road. Comments should be emailed to [planning@haydenid.gov](mailto:planning@haydenid.gov) no later than December 19, 2025, to be included in the Staff Analysis. Should you not have comments, an email stating so is much appreciated. You can also direct any questions to that email address. Thank you for your time. Have a great day!

Sincerely,

Shannon Drappo

Planner

## Deborah Shaver

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**From:** Horsmon, Merritt <merritt.horsmon@idfg.idaho.gov>  
**Sent:** Friday, December 5, 2025 1:11 PM  
**To:** Planning  
**Subject:** PZE-25-0110

**Categories:** Deborah

Hi Shannon,  
The Idaho Department of Fish and Game does not have any comments to submit for this proposal.

Thank you for the opportunity to review and comment.

Have a nice weekend,

### Merritt Horsmon

Regional Technical Assistance Manager  
Panhandle Region  
2885 W. Kathleen Ave.  
Coeur d'Alene, ID 83815  
208.769.1414 office  
208.251.4509 mobile  
[merritt.horsmon@idfg.idaho.gov](mailto:merritt.horsmon@idfg.idaho.gov)



# WRITTEN RECOMMENDATION

## Annexation Request

### PZE-25-0110 City Parcels on North Ramsey Road

The City initiated a request to annex two parcels owned by the City located to the west of North Ramsey Road, north of West Wyoming Avenue and immediately west of the City limits with a zone designation of Light Industrial (LI) was recommended by the Planning and Zoning Commission to the City Council to **APPROVE** the request.

**Planning and Zoning Commission Motions on January 5, 2026:** At the conclusion of the hearing, the Planning and Zoning Commission deliberated the proposal and Commissioner Johnson moved and Commissioner Morris seconded the motion, to recommend approval with staff recommended conditions of approval of the file PZE-25-0110 North Ramsey Road Annexation request with a zone designation of Light Industrial (LI), finding the request **IS** in accord with the standards of Hayden City Code, based upon testimony received at the Planning and Zoning Commission hearing and the record of the request.

#### FINDINGS:

##### Standards of Review and Evidence of Record (Findings) for Approval of a Zone Map Amendment

HCC §11-1-7 (E)(1): The Commission shall consider the existing zoning district or regulations, and may recommend approval, conditional approval, modification, or denial of the proposal or the commission may defer action until the completion of such studies or plans as may be necessary to determine the advisability of the proposal.

*Staff: Based on the applicant's proposal and the existing and proposed uses, staff does not believe additional studies or plans are necessary.*

HCC §11-1-7 (E)(2): The City Council may impose conditions upon rezoning where such conditions are required to ensure that proposed uses of the area are consistent with community needs and its public health, safety, and general welfare. The Planning and Zoning Commission may recommend conditions upon rezoning for the City Council's consideration.

*Staff: Based on the applicant's request, staff does not believe additional conditions are necessary.*

HCC §11-1-7 (E)(3): Amendment to the zoning map and zone text shall be in accordance with the Future Land Use Map and the goals and policies found in the Hayden Comprehensive Plan.

*Staff: See Staff Analysis pages 3 & 4. Additionally, road right-of-way does not have a land use identified separate from that provided east and west of the right-of-way.*

HCC §11-1-7 (E)(4): Amendment to the zoning map and zone text shall align with the zone district's purpose and intent.

*Staff: See Staff Analysis pages 5.*

HCC §11-1-7 (E)(5): Amendment to the zone map and zone text shall be consistent with the neighborhood contexts.

*Staff: See Staff Analysis page 5-8.*

**PZC Hearing:** Commissioner Johnson asked how the property was intended to be used in the future. Donna Phillips, Community Development Director, identified the Public Works Department (Parks and Streets) have moved out to the site today, and as far as the undeveloped property, it is not known how it will develop in the future.

**Public Comment:** No public provided comments at the public hearing.

**PZC Deliberations:** Commissioner Johnson identified the property with the Light Industrial Zone designation fits the area well. Chair Taylor identified the request met the standards of approval. Commissioner Morris and the other commissioners concurred with these opinions.

**STAFF RECOMMENDED CONDITIONS OF APPROVAL**

1. At the time of either site and/or subdivision development the applicant shall comply with the requirements from the Northern Lakes Fire Protection District.
2. At the time of future development, future site plans shall indicate how the property will be connected to municipal sewer when available and any existing or future building(s) shall be connected to municipal sewer.

FINDINGS, CONCLUSIONS AND RECOMMENDATION OF APPROVAL on the 2<sup>nd</sup> day of February 2026, by the City of Hayden Planning and Zoning Commission.

CITY OF HAYDEN, IDAHO

By: 

Shawn Taylor, Chair

ATTEST:



Shannon Drappo, Clerk

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

Monday, January 5, 2026

Commission Meeting: 5:30 PM  
Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

**CALL TO ORDER**

The meeting was called to order at 5:30 PM.

**ROLL CALL OF COMMISSION MEMBERS**

Commissioner Tony Grano: Present  
Commissioner Joel Johnson: Present  
Commissioner Chris Morris: Present  
Chair Shawn Taylor: Present  
Commissioner Vince Vargas: Present

Staff Present: Fonda Jovick – Legal Counsel, Donna Phillips – Community Development Director, Shannon Drappo – Planner (Clerk)

**PLEDGE OF ALLEGIANCE** was led by Chair Taylor

**ADDITIONS OR CORRECTIONS** Commissioner Vargas stated while the Minutes from the 12/15/2025 meeting show he was absent; he was present online and heard the entire meeting. Fonda Jovick, Legal Counsel, stated that he was marked as absent for the record due to the audio and visual on his end not working properly and therefore, the City was not able to confirm his attendance nor ask for his vote on the action items. She appreciated his comments for the record of the meeting.

1. **CALL FOR CONFLICTS OF INTEREST** - There were none stated
2. **CONSENT CALENDAR** *All items on the consent calendar are Action Items*
  - A. Approval of Planning & Zoning Commission Regular Meeting Minutes from December 15, 2025
  - B. Approval of Written Recommendation to City Council for PZE-24-0133, City-Initiated Annexation of Government Way

**Motion to approve the Consent Calendar as presented. This motion, made by Commissioner Johnson and seconded by Commissioner Morris, Carried.**

**Tony Grano: Yes**  
**Joel Johnson: Yes**  
**Chris Morris: Yes**  
**Shawn Taylor: Yes**  
**Vince Vargas: Yes**  
**Yes: 5, No: 0, Absent: 0**

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

- A. PZE-25-0110 City-Initiated Annexation of City of Hayden Owned Properties, N Ramsey Rd - **ACTION ITEM** *This public hearing is for annexation of two parcels of land currently owned by the City of Hayden into Hayden City Limits.*

STAFF / APPLICANT PRESENTATION

Donna Phillips, Community Development Director stated she is both the presenter for the City and the applicant, as the parcels in question for the Annexation request are owned by the City of Hayden. The background of the properties was covered, stating the properties were previously owned by Lakes Highway District. Upon their move to another location, an agreement was in place that the City would purchase the buildings from Lakes Highway District and lease the land. The City later purchased the land from Kootenai County and are now wishing to annex the parcels into Hayden City Limits. The parcels are currently with Kootenai County's jurisdiction and upon the start of the process, were located within the City of Hayden's Area of City Impact (now known as the Area of Impact).

Ms. Phillips then covered the Standards of Approval (a – e) for an Amendment to the Zoning Map. Standards a. and b. have to do with additional studies needed as it relates to the zoning of the parcels. Ms. Phillips stated Staff does not believe any additional studies, plans or conditions are required. Standards c., d. and e. require the request to be in accordance with the Future Land Use Map (FLUM) and goals and policies in the Hayden Comprehensive Plan, that the zoning shall align with the zone district's purpose and intent, and that the zoning shall be consistent with the neighborhood context. She then gave information from the FLUM, stating the parcels are listed as Light Industrial uses, which allows for most types of manufacturing and wholesale business activities primarily made up of light assemblage, distribution services, fabrication, manufacturing, processing, and warehousing. Current use of the property is office, shop and storage structures. The Comprehensive Plan goals and policies are available in the Staff Analysis and also in the Appendix. Ms. Phillips noted the design standards of the Light Industrial Zone, including setbacks, heights, road frontage and then showed numerous pictures taken from Google Maps of the context of the existing neighborhood. The area is mostly made up of airport buildings as the location is adjacent to the Coeur d'Alene (CDA) Airport, shops, offices and vacant land.

Agency notices were sent to approximately 12 agencies. Of those, ten responded, generally with "No Comment". Northern Lakes Fire Protection District (NLFPD) conditioned that the property meets their requirements upon development. Due to location of the CDA Airport and County ownership, the CDA Airport requests an Avigation Easement. As of the date of the hearing, no public comments were received. Staff recommend two conditions for the Annexation, should it be approved by Council. One, that upon development, the site and/or subdivision shall comply with the requirements of NLFPD, and two, that at time of future development, future site plans indicate how the property will be connected to municipal sewer when available.

QUESTIONS FROM THE COMMISSION:

Commissioner Johnson asked if the property is to be used as-is and Public Works, or if there are future plans for the parcels. Ms. Phillips replied that Public Works (Parks and Streets Departments) have moved into the shop as of today. As for the open lot, there may be expansion plans, but she is not certain what they are at this time.

PUBLIC COMMENTS

None in attendance wished to comment on the request.

Chair Taylor asked if the Commission had any other questions. With none mentioned, he closed the Public Hearing at 5:46PM. He then asked the Commission if they would like to move on with deliberations or table discussions for another date. The Commission decided to move forward with deliberations.

DELIBERATIONS

Commission Johnson believes the zoning request fits the area perfectly as the area is surrounded with Light Industrial for the most part, and it will be used similarly. Chair Taylor believes the request meets all standards of approval. He does not see why the City would not annex the properties into City Limits within the Light Industrial zone. The other Commissioners agreed.

**Motion to recommend approval of PZE-25-0110 City Parcels on Noth Ramsey Road Annexation request with a zone designation of Light Industrial should City Council approve the Annexation request and with staff recommended conditions of approval, finding the request IS in accord with the standards of Hayden City Code, based upon testimony received at the Planning & Zoning Public Hearing and the record of the request. This motion, made by Commissioner Johnson and seconded by Commissioner Morris, Carried.**

- Tony Grano: Yes**
- Joel Johnson: Yes**
- Chris Morris: Yes**
- Shawn Taylor: Yes**
- Vince Vargas: Yes**

**Yes: 5, No: 0, Absent: 0**

**4. NEW BUSINESS**

- A. Appointment of Planning & Zoning Commission Chair and Vice-Chair for 2026 - **ACTION ITEM**

**Motion to appoint Shawn Taylor as Chairman of the Planning and Zoning Commission for 2026. This motion, made by Commissioner Morris and seconded by Commissioner Johnson, Carried.**

- Tony Grano: Yes**
- Joel Johnson: Yes**
- Chris Morris: Yes**
- Shawn Taylor: Yes**
- Vince Vargas: Yes**

**Yes: 5, No: 0, Absent: 0**

**Motion to appoint Chris Morris as Vice-Chairman of the Planning and Zoning Commission for 2026. This motion, made by Chair Taylor and seconded by Commissioner Johnson, Carried.**

**Tony Grano: Yes**

**Joel Johnson: Yes**

**Chris Morris: Yes**

**Shawn Taylor: Yes**

**Vince Vargas: Yes**

**Yes: 5, No: 0, Absent: 0**

## **5. REPORTS**

### **A. Community Development Director's Report**

Ms. Phillips presented the Commission with the 2026 Regular Meeting Calendar. She noted there is only one meeting this month and one in February due to holidays. The meeting on 2/2/2026 will likely have a public hearing. She mentioned the need to meet quorum.

Upon review of the calendar, Chair Taylor noted he will be out of town for the 2/2/26 meeting. Vice-Chair Morris will be able to run the meeting in Chair Taylor's absence. Additionally, both Chair Taylor and Vice-Chair Morris will be out of town for the 3/2/26 meeting and requested moving it to 3/9/2026. The other Commissioners did not oppose the date change. The City will make the appropriate adjustments to notice the date change.

Ms. Phillips ended her report by noting a steady calendar for the beginning of 2026, adding the first round of Code changes will be coming soon for the Commission to review and recommendation to Council.

## **6. ADJOURNMENT**

The meeting was Adjourned at 5:54 PM

Respectfully Submitted,



---

Shannon Drappo, Planner (Clerk)

6. **UNFINISHED BUSINESS**

- A. **ACTION ITEM** Resolution Adopting the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 02.24.2026

Agenda Item: Adopt the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update

---

## **Agenda Item Location**

New Business

## **Recommended Action or Motion**

Motion: Move to Adopt the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Update.

## **Functional Impact of Authorizing**

This action formally adopts the Federal Emergency Management Agency (FEMA)-required update to the 5-year Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan (AHMP). The plan was officially approved by FEMA for the period beginning February 12, 2026 through February 12, 2031. The AHMP is the product of a 15-month collaborative process led by Kootenai County Emergency Management and including local municipalities, agencies, and special purpose districts to update the prior 5 year plan to incorporate emergent hazards, update mitigation strategies, and enhance coordination among agencies. Meeting this FEMA requirement ensures eligibility for FEMA grant funding for pre- and post-disaster mitigation.

The introduction to the AHMP Volume 2 and the Hayden Annex are attached. The complete document can be found in two volumes on Kootenai County's website at: <https://www.kcsheriff.com/192/Hazard-Mitigation-Planning>

## **Functional Impact of Not Authorizing**

If this action is not authorized, the City of Hayden will not be in compliance with the requirement that participating jurisdictions formally adopt the approved plan, and will therefore not maintain eligibility for FEMA grant funding.

## **Fiscal Impact**

There are no direct costs related to this action.

## **Budget Funding Source**

Not Applicable.

## **Attachments**

Resolution Adopting the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan  
AHMP Volume 2 Intro and Hayden Annex  
FEMA Region 10 February 12, 2026 AHMP Approval Letter

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

**A RESOLUTION OF THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO  
AUTHORIZING THE ADOPTION OF THE  
KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN**

WHEREAS, to retain eligibility for mitigation grant funding, the Federal Emergency Management Administration (FEMA) requires local jurisdictions to develop and file an All Hazard Mitigation Plan every five years, which identifies potential hazards and corresponding prevention and mitigation strategies.

WHEREAS, an All Hazard Mitigation Plan reduces risks from hazards and serves as a guide for decision makers committing resources to reducing the effects of hazards; and, pursuant to 44 C.F.R. 201.6, such a Plan serves as the basis for provision of technical assistance and prioritizing of project funding; and

WHEREAS, The 2026 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan was drafted by the Kootenai County Office of Emergency Management with the help of the Kootenai County Local Emergency Planning Committee (LEPC); local municipalities, agencies, and special purpose districts; the All Hazard Mitigation Plan Steering Committee; and,

WHEREAS, the City of Hayden partnered with the Kootenai County Office of Emergency Management and other jurisdictions to contribute specific jurisdictional hazard identification and mitigation strategies in support of the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan development; and,

WHEREAS, the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan Chapter 30 incorporates the City of Hayden Annex, which reflects Hayden's direct contribution to the plan, and identifies hazards and mitigations that are jurisdiction-specific;

WHEREAS, the 2026 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan has been subjected to a pre-adoption review by the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), has been found to successfully contain the required criteria as outlined in 44 C.F.R. 201, and, upon adoption by the Kootenai County Board of Commissioners, other municipalities, agencies, and special purpose districts, respectively, the Plan will be formally adopted by FEMA;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the City of Hayden adopts the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan in its entirety.

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

AYE:

NO:

ABSENT:

ABSTAIN:

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

ATTEST:

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



The following excerpt of the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan included in the City Council Resolution packet includes only the Volume 2 Introduction, and the City of Hayden Annex.

The complete Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan may be found in two volumes at the following web address:

<https://www.kcsheriff.com/192/Hazard-Mitigation-Planning>

KOOTENAI COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



# 2026 KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN

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1662 W Wyoming Ave., Hayden, ID 83835



**VOLUME 2**  
PLANNING PARTNER ANNEXES

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## INTRODUCTION

The Federal Emergency Management Agency (FEMA) encourages multi-jurisdictional planning for hazard mitigation. Such planning efforts require all participating jurisdictions to fully participate in the process and formally adopt the resulting planning document. Chapter 44 of the Code of Federal Regulations (44 CFR) states:

“Multi-jurisdictional plans (e.g. watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the Plan.” (§201.6(a)(4)).

In the preparation of the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan, a Planning Partnership was formed to leverage resources and to meet requirements of the federal Disaster Mitigation Act of 2000 (DMA) for as many eligible local governments in Kootenai County as possible. The DMA defines a local government as follows:

“Any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity.”

There are two types of Planning Partners in this process, with distinct needs and capabilities:

- Incorporated municipalities (cities and the County)
- Special-purpose districts.

## LINKAGE PROCEDURE

Eligible local jurisdictions that did not participate in development of this Hazard Mitigation Plan update may comply with DMA requirements by linking to this Plan following the procedures outlined in Appendix 2-C.

## ANNEX-PREPARATION PROCESS

### Worksheets

Worksheets were created to help the Planning Partners prepare their jurisdiction-specific annexes. The worksheets were created so that all criteria of 44 CFR §201.6 would be met, based on the partners’ capabilities and mode of operation. Each partner was asked to participate in a technical assistance workshop during which key elements of the worksheet were explained to a designated point of contact for each partner and a member of the planning team. The worksheets were set up to lead each partner through a series of steps that would generate the DMA-required elements that are specific for each partner. The worksheets and their instructions can be found in Appendix 2-B to this volume of the Hazard Mitigation Plan Update.

## PRIORITIZATION

44 CFR subsection 201.c.3.iii requires actions identified in the action plan to be prioritized. The planning team followed a methodology for prioritizing the action plans that meets the needs of the partnership and the requirements of 44 CFR. The actions were prioritized according to the following criteria:

**High Priority:** Project meets multiple plan objectives, benefits exceed cost, funding is secured under existing programs, or is grant eligible, and project can be completed in 1 to 5 years (i.e., short term project) once funded.

**Medium Priority:** Project meets at least 1 plan objective, benefits exceed costs, requires special funding authorization under existing programs, grant eligibility is questionable, and project can be completed in 1 to 5 years once funded.

**Low Priority:** Project will mitigate the risk of a hazard, benefits exceed costs, funding has not been secured, project is not grant eligible, and the timeline for completion is long term (5 to 10 years).

These priority definitions are dynamic and can change from one category to another based on changes to a parameter such as availability of funding. For example, a project might be assigned a medium priority because of the uncertainty of a funding source but be changed to high once a funding source has been identified. The prioritization schedule for this Plan will be reviewed and updated as needed annually through the Plan maintenance strategy.

While the preference is to provide definitive project completion dates, this is not possible for every mitigation strategy/action. Therefore, the parameters, as prefaced above, for the timeline are as follows:

- Short Term = to be completed in 1 to 5 years
- Long Term = to be completed in greater than 5 years
- Ongoing = currently being funded and implemented under existing programs, and/or is seeking funding and necessary approvals.

## BENEFIT/COST REVIEW

44 CFR requires the prioritization of the action plan to emphasize a benefit/cost analysis of the proposed actions. A review of the apparent benefits versus the apparent cost of each project was performed. Parameters were established for assigning subjective ratings (high, medium, and low) to costs and benefits as follows:

### Cost ratings:

**High:** Existing funding levels are not adequate to cover the costs of the proposed action; implementation would require an increase in revenue through an alternative source (for example, bonds, grants, and fee increases).

**Medium:** The action could be implemented with existing funding but would require a re- apportionment of the budget or a budget amendment, or the cost of the action would have to be spread over multiple years.

**Low:** The action could be funded under the existing budget. The action is part of or can be part of an existing, ongoing program.

### Benefit ratings:

**High:** The action will have an immediate impact on the reduction of risk exposure to life and property.

**Medium:** The action will have a long-term impact on the reduction of risk exposure to life and property or will provide an immediate reduction in the risk exposure to property.

**Low:** Long-term benefits of the action are difficult to quantify in the short term.

Using this approach, projects with positive benefit versus cost ratios (such as high over high, high over medium, medium over low, etc.) are considered cost-beneficial and are prioritized accordingly.

It should be noted that for many of the strategies identified in this action plan, funding might be sought under FEMA’s HMGP or PDM programs. Both of these programs require detailed benefit/cost analysis as part of the application process. These analyses will be performed on projects at the time of application preparation. The FEMA benefit-cost model will be used to perform this review. For projects not seeking financial assistance from grant programs that require this sort of analysis, the Partners reserve the right to define “benefits” according to parameters that meet their needs and the goals and objectives of this plan.

### **COMPATIBILITY WITH PREVIOUS HAZARD PLAN**

Of the 33 committed planning partners, 32 were covered by the previous version of this Hazard Mitigation Plan and 1 new special-purpose district was added. The updated Annex for each of those jurisdictions included in this Volume identifies the status of that jurisdiction’s previously developed hazard mitigation actions.

### **FINAL COVERAGE UNDER THE PLAN**

Of the 33 committed planning partners, all are covered in the 2026 Hazard Mitigation Plan Update. All 33 partners attended at least one workshop and submitted completed templates. For multi-jurisdictional plans, each jurisdiction requesting approval must document that it has been formally adopted. Copies of the resolutions adopting this Plan for all planning partners, along with documentation of FEMA approval of the Plan, can be found in Appendix 2-D of this Volume of the Plan.

**It should be noted that although there are mitigation actions categorized under the Unincorporated Kootenai County Annex, the majority of these actions serve to benefit all planning partners, as appropriate and applicable.**

<b>PLANNING PARTNER STATUS</b>			
<b>JURISDICTION</b>	<b>ATTENDED WORKSHOP?</b>	<b>COMPLETED ANNEX?</b>	<b>COVERED BY THIS PLAN?</b>
Unincorporated Kootenai County	YES	YES	YES
City of Athol	YES	YES	YES
City of Coeur d'Alene	YES	YES	YES
City of Dalton Gardens	YES	YES	YES
City of Fernan Lake Village	YES	YES	YES
City of Harrison	YES	YES	YES
City of Hauser	YES	YES	YES
City of Hayden	YES	YES	YES
City of Hayden Lake	YES	YES	YES
City of Post Falls	YES	YES	YES
City of Rathdrum	YES	YES	YES
City of Spirit Lake	YES	YES	YES
City of Worley	NO	NO	NO
East Side Fire Protection District	YES	YES	YES
Hauser Lake Fire Protection District	YES	YES	YES
Kootenai County Emergency Medical Services System	YES	YES	YES
Kootenai County Fire and Rescue	YES	YES	YES
Mica Kidd Island Fire Protection District	YES	YES	YES
Northern Lakes Fire District	YES	YES	YES
Silver Valley Fire Rescue	YES	YES	YES
Spirit Lake Fire Protection District	YES	YES	YES
St. Maries Fire Protection District	YES	YES	YES
Timberlake Fire Protection District	YES	YES	YES
Worley Fire Protection District	YES	YES	YES
Coeur d'Alene Public Schools (SD 271)	YES	YES	YES
Kootenai School District (SD 274)	YES	YES	YES
Lakeland Joint School District (SD 272)	YES	YES	YES
Post Falls School District (SD 273)	YES	YES	YES
East Side Highway District	YES	YES	YES
Lakes Highway District	YES	YES	YES
Post Falls Highway District	YES	YES	YES
Worley Highway District	YES	YES	YES
Kootenai Health	YES	YES	YES
Panhandle Health District	YES	YES	YES

## CHAPTER 30 CITY OF HAYDEN ANNEX

### HAZARD MITIGATION PLAN POINTS OF CONTACT

#### PRIMARY

Ty Kovatch  
Deputy Public Works Director  
8930 N. Government Way  
Hayden, ID 83835  
Telephone: 208-209-1087  
tkovatch@haydenid.gov

#### ALTERNATE

Donna Phillips  
Community Development Director  
8930 N. Government Way  
Hayden, ID 83835  
Telephone: 208-209-2020  
dphillips@haydenid.gov

### CHANGES SINCE THE 2020 AHMP

- A hazard risk summary has been added.
- Jurisdictional risk assessments have been updated.
- A jurisdiction summary chart has been added.

### HAZARD RISK SUMMARY

The following chart displays the top 5 hazards for the City of Hayden. For a more comprehensive explanation, see the **Hazard Risk Ranking** section at the end of this Annex.

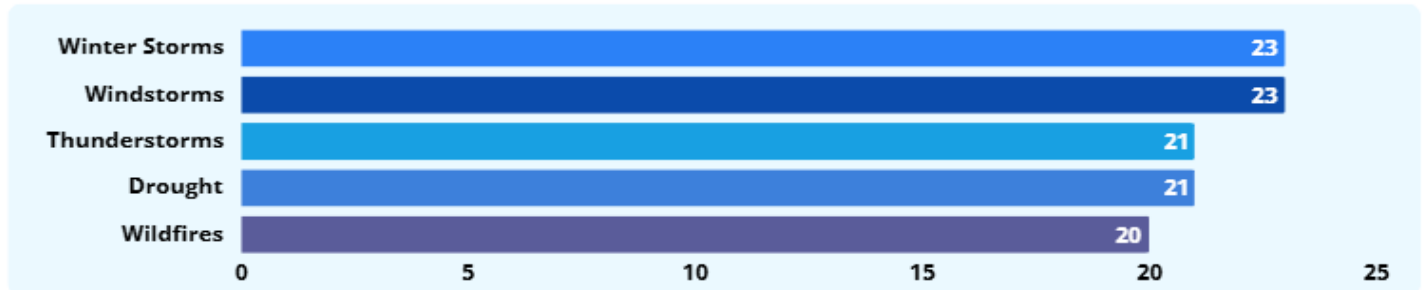


Figure 30-1: Hazard Risk Summary

JURISDICTION SUMMARY		TABLE 30-1
<b>CURRENT POPULATION</b>	<b>DATE OF INCORPORATION</b>	<b>POPULATION GROWTH</b>
16,422 (2023 U.S. Census estimate)	1955	Increased by approximately 12.3% between 2010 and 2018 (2018 U.S. Census estimate)

CRITICAL FACILITIES								TABLE 30-2
<b>GOVT. FUNCTIONS</b>	<b>SCHOOLS</b>	<b>TRANSP.</b>	<b>MED. / HEALTH</b>	<b>FIRE</b>	<b>POLICE</b>	<b>EMERGENCY OPERATIONS</b>	<b>HAZMAT</b>	<b>TOTAL</b>
2	0	6	0	4	1	0	2	15

CRITICAL INFRASTRUCTURE						TABLE 30-3
<b>BRIDGES</b>	<b>WATER SUPPLY</b>	<b>WASTEWATER</b>	<b>POWER</b>	<b>COMMUNICATIONS</b>	<b>TOTAL</b>	
0	0	12	0	1	13	

## OVERVIEW

The City of Hayden encompasses approximately 10 square miles or 6,800 acres. The city limits of Hayden as identified by roadways are Prairie Avenue at the south; Strahorn Road to the east; Huetter Road to the west; and at the north end the city extends to Boekel Road east of Government Way and primarily Lancaster Road west of Government Way.

The City of Hayden shares its boundary with the Cities of Dalton Gardens and Coeur d'Alene to the south; the City of Hayden Lake along a portion to the east; and the remaining adjacent areas to the north, west and east are unincorporated areas of Kootenai County.

The average age of city residents is 43 years old with an average median household income of \$77,534. An estimated 7.6% of the population lives below the poverty line. (United States Census Bureau)

## BRIEF HISTORY

The area west of Hayden Lake was originally settled by homesteaders in the late 1800s. By the early 1900s the area grew into a thriving community based on local agriculture and logging-related activities around Hayden Lake. In the early 1900s, summer resorts along the southwest side of the lake were developed, providing a robust recreational economy in the local area. An electric rail line serviced these resorts from 1906 through 1929, providing convenient and direct access to Spokane and Coeur d'Alene. These resorts were located on the southwest shores of Hayden Lake where the Hayden Country Club, the Clarke House and the Avondale golf course are now located.

By the early 1920s, fruit orchards were abundant in the area, warranting the expansion of packing plants to process the crops. Dairy and poultry farms, cattle ranches and other agricultural endeavors were also in operation throughout the area. In the late 1920s many people moved to the area from the Midwest and elsewhere, developing more agricultural land under the Homestead Act, while also working in the logging, milling and recreational industries centered around the lake.

The general area began to extend west from the summer resorts to just west of what is now known as Highway 95, and north and south between Miles and Honeysuckle Avenues. In the 1950s some commercial development was located along Highway 95 servicing the local community and highway traffic traveling along this State Highway, located on what is now known as Government Way. The City of Hayden was incorporated in 1955, with its initial boundaries generally covering 440 acres of the area known as "Hayden Village."

Commercial development along Government Way continued to grow to take advantage of the visibility that the highway provided, and the growing community.

The capacity of Highway 95 (now Government Way) to adequately service highway traffic became an issue. State Highway 95 was relocated to its current location to the west of Government Way in 1972. Commercial development has since developed along Highway 95, Hayden Avenue, and along the major collectors and arterials to service the growing local community and area.

The original residential area of "Hayden Village" remains much the same, though many of the original large lots have been subdivided into smaller residential. Major residential developments consisting of smaller lots have occurred throughout the City. The original estimated population for "Hayden Village" of 718 people in 1950 has grown to approximately 16,422 in 2023 due to the increasing geographic size of the City and ongoing development.

## GOVERNING BODY FORMAT

The City is governed by a mayor/council form of government with four City Council Members and a Mayor all of which are elected to 4-year terms. This body will assume responsibility for the adoption of this plan. A City Administrator oversees the day-to-day operations of the city.

The City provides services for 16,422 residents with a full-time staff of 37. City services include the following departments:

- City Administration Departments include a City Clerk, Finance Director, Human Resources and a City Administrator.
- City Public Works Department includes Wastewater Collection and Treatment, Streets and Parks Departments.
- City Community Development Department includes Planning, Building, and Code Enforcement.
- City Recreation Department includes a Recreation Division and an Events Division.
- Law Enforcement Services are contracted through Kootenai County.
- Fire and Emergency Services coverage is provided by Northern Lakes Fire Protection District and Kootenai County Fire and Rescue.
- Water Services are provided by Hayden Lake Irrigation District, Avondale Irrigation District, and Kootenai North Water District, and systems to serve private development.

## DEVELOPMENT TRENDS

The economy of the Country and of Kootenai County continues to be strong along with continuation of historic growth in the area. The City of Hayden is experiencing sustained growth, with persistent demand for new housing development. The City of Hayden operated on an approved budget of \$49,100,049 for Fiscal year 2025. The City of Hayden is the 17th largest City in Idaho and has one of the lowest tax levy rates in Idaho for a city of its size. As its population increases and its boundaries expand, Hayden has been challenged to balance the budget and been forced to maintain a limited staff with increasing demands for services from the community.

Within the last decade, there has been significant development within Hayden. Hayden's area provides for expansion to the north and west onto the Rathdrum Prairie. Growth is predominantly residential with some commercial along the major transportation corridors and industrial development around the Coeur d'Alene Airport, which occupies the north central portion of the city and area of city impact. Growth will continue to encroach into the wildland/urban interface but will become exempt from that status as regional water systems are extended and an urbanized development pattern occurs. Future growth near the Coeur d'Alene Airport and Boekel and Highway 95 will interface with hazardous materials protection areas.

The City of Hayden is currently constructing the extension of Ramsey Road from Wyoming Avenue to Lancaster Road. This project will relieve some pressure on Highway 95 and other north/south connections and invite development along its path.

Forecasted development projects that will impact the City include:

- Trail Creek – *Near Ramsey Road and Dakota Avenue*
- Battleground Phased Subdivision - *West Hayden Avenue and Carrington Street*
- Hayden Canyon Phases 1B-1D – *North and East of Government Way and Lancaster Road*
- Hayden Canyon Phase 3 – *East of Government Way and Lancaster Road*

- Hazelnut Glen Subdivision – *Near Prairie Road and Carrington Street*
- Northwinds Subdivision – *Near Honeysuckle Avenue and Huetter Road*
- Hayden Sky Planned Unit Development – *Near Huetter Road North of Hayden Avenue and West of Carrington Street*
- Marks Ranch 1st Addition – *Lancaster Road east of Government Way*
- Trail Ridge 3rd Addition (Phase 4) – *North of Wyoming, East of Maple*

## CAPABILITY ASSESSMENT

An assessment of legal and regulatory capabilities is presented in Table 30-4. An assessment of fiscal capabilities is presented in Table 30-5. An assessment of administrative and technical capabilities is presented in Table 30-6. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 30-7. Classifications under various community mitigation programs are presented in Table 30-8.

LEGAL AND REGULATORY CAPABILITY		TABLE 30-4
CODES, ORDINANCES, & REQUIREMENTS	COMMENTS:	LOCAL AUTHORITY?
Building Code	Version/year: IBC 2018, IRC 2018, Energy Code 2018, IFG 2009, IMC 2012, IFC 2015, ANSI 2003, Abatement of Dangerous Buildings 1997 Ordinance #577 (1/9/2018)	YES
Zoning Code	Hayden City Code Title 11, as amended by Ordinance #619 (4/13/21)	YES
Subdivisions	Hayden City Code Title 12, updated and as amended by Ordinance #578 ( 1/9/2018)	YES
Stormwater Management	Title 8 Chapter 2 as amended by Ordinance #542 (1/27/2015); amd Ordinance # 596 (5/24/2019)	YES
Post-Disaster Recovery		NO
Real Estate Disclosure		NO
Growth Management		NO
Site Plan Review	Hayden City Code Title 11-4-7; as amended Ordinance #619, (4/13/2021)	YES
Public Health and Safety	Hayden City Code Title 4 as amended by Ordinance #572 (6/13/2017); amd. Ordinance #578 (1/9/2018); Ordinance #619, 4-13-2021; Ordinance #624 (10/12/2021)	YES
Environmental Protection	N/A	YES
PLANNING DOCUMENTS	COMMENTS:	LOCAL AUTHORITY?
General or Comprehensive Plan <i>Is the plan equipped to provide linkage to this mitigation plan?</i>	City of Hayden 2040 Comprehensive Plan Update	YES
Capital Improvement Plan <i>What types of capital facilities does the plan address?</i>  <i>How often is the plan updated?</i>	Transportation improvement projects, parks & recreation facility acquisition and improvements, sewer & water infrastructure projects, facilities projects (both acquisition and renovation projects), planning in support of these projects, and other capital projects as may be identified by City Council.  Annually	YES

**LEGAL AND REGULATORY CAPABILITY****TABLE 30-4**

		City of Hayden Capital Improvement Plan, adopted annually in August, tied to fiscal year budget adoption.	
Floodplain or Basin Plan		Flood Damage Protection Plan Ordinance #564 (10/25/2016)	YES
Stormwater Plan		Stormwater is addressed by Hayden City Code Title 8 Chapter 3.	YES
Habitat Conservation Plan		N/A	NO
Economic Development Plan		N/A	NO
Shoreline Management Plan		N/A	NO
Community Wildfire Protection Plan		N/A	NO
<b>RESPONSE/RECOVERY PLANNING</b>	<b>COMMENTS:</b>		<b>LOCAL AUTHORITY?</b>
Comprehensive Emergency Operations Plan		Northern Lakes Fire Department and the Kootenai Emergency Operations Plan 2024 The City of Hayden operates in an assistance capacity.	YES
Threat & Hazard Identification & Risk Assessment		N/A	NO
Terrorism Plan		N/A	NO
Post-Disaster Recovery Plan		N/A	NO
Continuity of Operations Plan		N/A	NO
Public Health Plan		N/A	NO

**FISCAL CAPABILITY****TABLE 30-5**

<b>FINANCIAL RESOURCES</b>	<b>ACCESSIBLE / ELIGIBLE TO USE?</b>
<i>Community Development Block Grants</i>	NO
<i>Capital Improvements Project Funding</i>	YES
<i>Authority to Levy Taxes for Specific Purposes</i>	NO
<i>User Fees for Water, Sewer, Gas or Electric Service</i>	Yes, sewer O&M is collected bi-monthly
<i>Incur Debt through General Obligation Bonds</i>	YES
<i>Incur Debt through Special Tax Bonds</i>	YES
<i>Incur Debt through Private Activity Bonds</i>	NO
<i>Withhold Public Expenditures in Hazard-Prone Areas</i>	NO
<i>State-Sponsored Grant Programs</i>	YES
<i>Development Impact Fees for Homebuyers or Developers</i>	YES
<i>Other</i>	-

**ADMINISTRATIVE AND TECHNICAL CAPABILITY****TABLE 30-6**

<b>STAFF/PERSONNEL RESOURCES</b>	<b>AVAILABLE?</b>	<b>DEPARTMENT/AGENCY/POSITION</b>
<i>Planners or engineers with knowledge of land development and land management practices</i>	YES	Community Development Public Works Director and Technical Staff
<i>Engineers or professionals trained in building or infrastructure construction practices</i>	YES	Community Development Director, Building Inspector, Public Works Director and City Engineer
<i>Planners or engineers with an understanding of natural hazards</i>	YES	Community Development, Building Inspector, Public Works Director and City Engineer
<i>Staff with training in benefit/cost analysis</i>	YES	Community Development Director, Public Works Director & Staff
<i>Surveyors</i>	NO	N/A
<i>Personnel skilled or trained in GIS applications</i>	YES	Community Development Staff
<i>Scientist familiar with natural hazards in local area</i>	NO	N/A
<i>Emergency manager</i>	YES	Kootenai County Office of Emergency Management
<i>Grant writers</i>	YES	Community Development Director & Public Works Director & Staff

**NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMPLIANCE****TABLE 30-7**

<i>What local department is responsible for floodplain management?</i>	Community Development
<i>Who is your floodplain administrator? (department/position)</i>	Community Development
<i>Are any certified floodplain managers on staff in your jurisdiction?</i>	NO
<i>What is the date of adoption of your flood damage prevention ordinance?</i>	10/2016
<i>When was the most recent Community Assistance Visit or Community Assistance Contact?</i>	None
<i>Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed?</i> – <i>If so, please state what they are.</i>	NO
<i>Do your flood hazard maps adequately address the flood risk within your jurisdiction?</i> – <i>If no, please state why.</i>	N/A
<i>Does your floodplain management staff need any assistance or training to support its floodplain management program?</i> – <i>If so, what type of assistance/training is needed?</i>	YES
<i>Does your jurisdiction participate in the Community Rating System (CRS)?</i> – <i>If so, is your jurisdiction seeking to improve its CRS Classification?</i> – <i>If not, is your jurisdiction interested in joining the CRS program?</i>	N/A

COMMUNITY CLASSIFICATIONS		TABLE 30-8	
	PARTICIPATING?	CLASSIFICATION	DATE CLASSIFIED
<i>Community Rating System</i>	NO	N/A	N/A
<i>Building Code Effectiveness Grading Schedule</i>	YES	10/10	2007
<i>Public Protection - Fire Insurance Rating</i>	YES	4/5	2012
<i>Storm Ready</i>	YES	N/A	5/2013
<i>Firewise</i>	NO	N/A	N/A

## JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 30-9 lists notable occurrences of natural hazards specifically recorded within the jurisdiction by the National Oceanic Atmospheric Administration. Information regarding hazards incidents impacting the entire county can be found in Volume 1 of this Plan.

NATURAL HAZARD EVENTS		TABLE 30-9	
TYPE OF EVENT	EVENT DESCRIPTION / FEMA DISASTER #	DATE	PRELIMINARY DAMAGE ASSESSMENT
<b>Thunderstorm Wind</b>	60 mph gusts were recorded	5/31/1997	-
<b>Thunderstorm Wind</b>	Strong winds blew down several trees and many larger tree limbs in the Hayden area. Several dozen power customers were without power when trees either blew into power lines or power lines were simply blown down.	3/13/2001	\$25,000
<b>Lightning</b>	Lightning struck the roof of a house in Hayden. The lightning struck the attic and started a fire. The home didn't suffer any smoke damage, but some water damage along with replacement of trusses in the roof lead to an estimated property damage of \$10,000.	5/19/2006	\$10,000
<b>Lightning</b>	Four cows and one calf were killed by a lightning strike in Hayden, ID.	7/23/2014	\$4,500
<b>Heavy Rain</b>	A trough of low-pressure sweeping around the edge of a low-pressure system moving north along the Oregon and Washington Coast produced numerous thunderstorms that moved across Eastern Washington and Northern Idaho. A member of the public measured 4.75 inches of rain in their rain gauge at Hayden, Idaho.	6/1/2015	-
<b>High Wind</b>	Winds reaching 40-55 mph with gusts to 65 mph downed a large tree onto power lines near Hayden City Hall. A power outage affected 5,000 customers in Post Falls, Hayden, and Coeur d'Alene.	02.01.2020	\$30,000
<b>Heavy Snow</b>	7.9 inches of snow accumulation was reported in Hayden	12.30.2021	\$0
<b>High Wind</b>	Kootenai County Board of Commissioners declared an emergency due to severe winds that yielded widespread fallen trees, and 30,000 customers without power, with the majority in the Coeur d'Alene, Hayden, and Hayden Lake areas.	01.13.2021	\$5 million (county-wide)

NATURAL HAZARD EVENTS		TABLE 30-9	
<b>High Wind</b>	Wind gusts of 50-65 mph downed multiple large trees, generating road hazards in Hayden.	03.28.21	\$100,000 (county wide)
<b>High Wind</b>	Wind gusts in the range of 40-60 mph recorded across the region generating fallen trees and property damage.	04.18.2021	\$25,000 (county wide)
<b>Excessive Heat</b>	A four-day heat wave generated record temperatures for maximum high and maximum low temperatures across the region.	06.26.2021 through 06.30.2021	--
<b>High Winds</b>	Wind gusts estimated at 40 to 60 mph resulted in nearly 40,000 Avista and Kootenai Electric customers being without power in the region.	11.15.2021	\$50,000 (county wide)
<b>Heavy Snow</b>	7 to 11 inches of new snow was reported in Hayden.	04.15.2022	\$0
<b>Heavy Snow</b>	7 inches of new snow reported in Hayden.	02.27.2023	\$0
<b>Funnel Cloud</b>	Funnel clouds were reported near Hayden on three occasions with no damage or injuries reported.	06.09.2020	
<b>Extreme Cold</b>	Extreme cold weather over a five-day period generated high temperatures in the single digits and lows in the negative teens, resulting in bursting pipes, and challenges for vulnerable populations staying warm.	01.11.2024 through 01.16.2024	\$600,000 (county wide)

Repetitive loss records are as follows:

<i>Number of FEMA-identified Repetitive-Loss Properties</i>	0
<i>Number of FEMA-identified Severe-Repetitive-Loss Properties</i>	0
<i>Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated</i>	0

## LOCAL HAZARD CONCERNS

The following include narratives about specific hazards within the jurisdiction that are of particular concern in local areas.

**Severe Winter Storm:** Severe winter storm incidents could occur between the months of November – March, generally. Winter storms have the potential to disrupt power, inflict property damage, and seriously limit the transportation ability of residents. Loss of power can severely restrict our most vulnerable residents, such as seniors and other individuals who need access to medical devices and services. A severe winter storm could prevent emergency services from being able to access our most vulnerable citizens.

Additionally, concerns with older buildings could lead to loss or property damage throughout the city. Older housing stock as well as manufactured homes are most vulnerable to this threat.

**Extreme Heat Events** - Access to climate-controlled facilities during extreme heat or cold events has life safety implications for vulnerable populations who lack access to such facilities.

**Tornado and High Wind:** There are manufactured homes in the city that could be at greater risk during a tornado or high wind event.

**Flooding:** There are several areas of concern regarding flash flooding in Hayden, including much of Northeast Hayden. Areas of concern include Miles Avenue and Hillview Drive, Ramsey Road and Hayden Avenue, Ash Street, Miles Avenue and Government Way, Maple Street and Honeysuckle Avenue.

**Dam/Levee Failure:** There is a risk near Honeysuckle Beach. If there is a dam failure, the subsequent flood hazard could threaten the nearby lift station and private property.

**Landslide:** Areas of elevation to the north and east have potential risk for landslide impacts. For example, but not limited to, on 4th Street, there is a retaining wall adjacent to a hill that has issues and could potentially fail.

**Wildfire:** There is a high risk of wildfire on the prairie and east of Highway 95, and near the eastern boundary of the City. There is a city-wide risk with various fuel loads.

**Hazardous Materials Incidents:** There is a risk of hazardous materials incidents at Highway 95, Government Way, Miles Avenue, and the railroad.

**Active Shooter:** The City Hall of Hayden could be the target of an active shooter.

**Cyber-attack:** The City of Hayden could be the target of a cyber-attack. There is the potential for insufficient resources to respond to a cyber-attack.

**Invasive Species:** The timbered areas east of Highway 95 could be at risk of invasive species damage, as well as those neighborhoods with limited varieties of tree species.

**Large Transmission Powerlines:** The City has a large three phased power line that runs north to south located along Huetter Road. These lines could lead to potential risks associated with large scale wildfire issues for the community.

**Community Utility Failure** - Drinking Water, Electricity, and Sewer treatment system failures of varying degrees have potential for widespread community impacts.

**Drought** – Prolonged drought conditions could impact the recharge of the Rathdrum/Spokane Aquifer, generating local needs for curtailment and other water shortage impacts.

## COMMUNITY CHALLENGES

- Limited Control over essential services: water/ sewer/ public safety
- Population growth
- Limited capacity for infrastructure expansion
- Limited control to fund / build infrastructure

**HAZARD RISK RANKING**

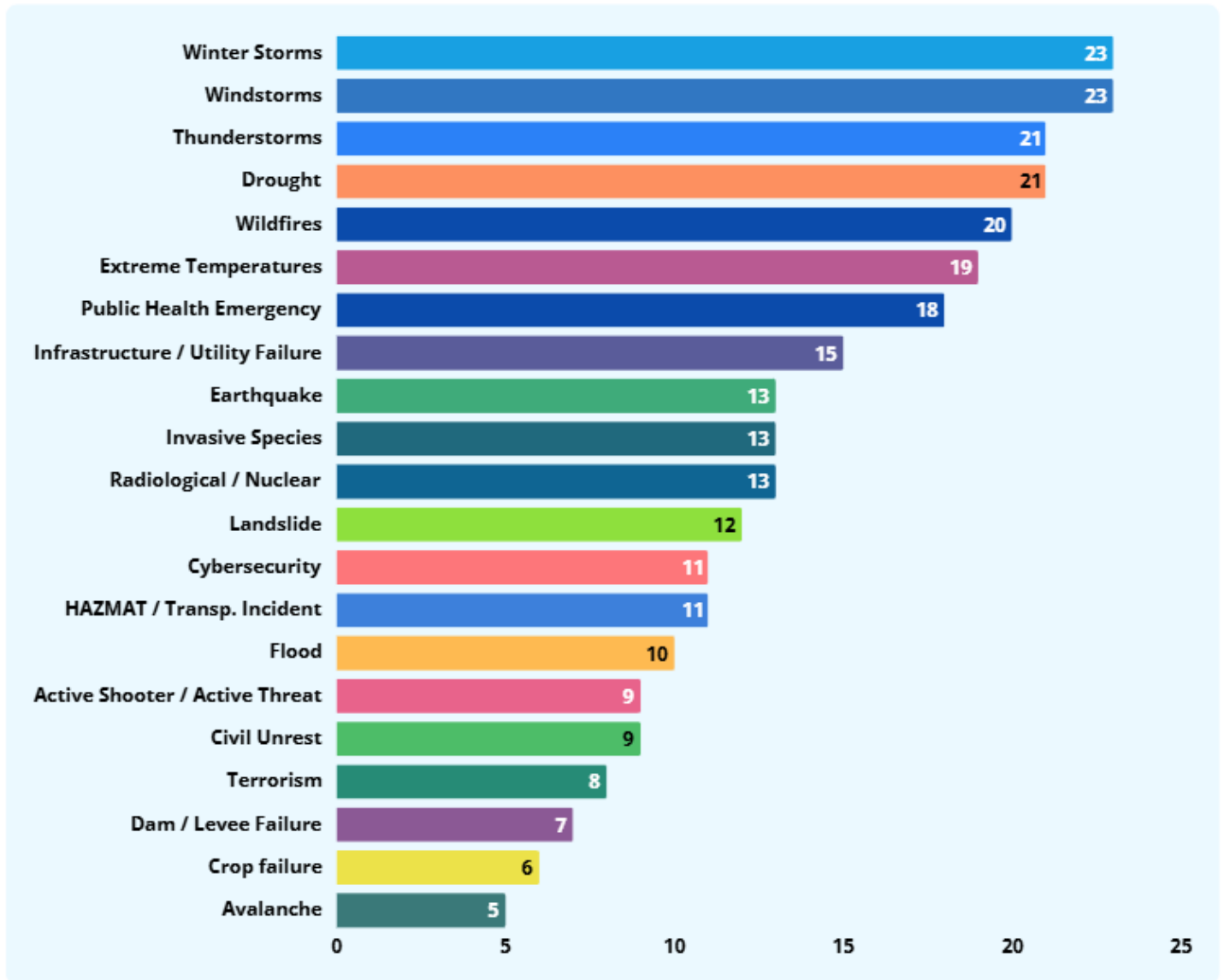


Figure 30-2 Hazard Risk Ranking Chart for City of Hayden

### MITIGATION ACTION PLAN

Table 30-10 summarizes the initiatives that were recommended in the previous version of the Hazard Mitigation Plan and their implementation status at the time this update was prepared.

PREVIOUS ACTION PLAN IMPLEMENTATION STATUS				TABLE 30-10
ACTION #	COMPLETED	KEEP IN PLAN UPDATE	REMOVED	COMMENTS
Hay-1	X			Facility no longer in use, generator was installed
Hay-2	X			
Hay-3		X		Yet to begin this process
Hay-4		X		Limited flood risk but compliance is important
Hay-5		X		Proactive messaging should be more frequent
Hay-6		X		We have established monthly emergency committee and periodically conduct trainings
Hay-7		X		Expected installation Fall 2025
Hay-8		X		In project queue
Hay-9		X		Remove development aspect of this initiative. Building code promotes this
Hay-10			X	City can affect Rights of Way and educate. Remove, not applicable
Hay-11		X		Facilities need to be identified and communicated

Table 30-11 lists the initiatives that make up the City of Hayden hazard mitigation action plan, including new mitigation initiatives (*New initiatives will have \* next to the action number*). Table 30-12 identifies the priority for each initiative.

HAZARD MITIGATION PLAN MATRIX						TABLE 30-11
ACTION #	HAZARDS MITIGATED	OBJECTIVES	LEAD AGENCY	EST. COST	FUNDING SOURCE	TIMELINE
Hay - 1*	<i>*NEW* Develop warming / cooling plan, locations, and communications</i>					
	Extreme Temperatures	1, 3, 5, 6	CITY	\$10,000	LOCAL	SHORT TERM
Hay - 2*	<i>*NEW* Install backup generators at all critical facilities and infrastructure to ensure continuity of operations</i>					
	All Hazards	3, 5, 6	CITY	\$200,000	LOCAL	MEDIUM TERM
Hay - 3	<i>Develop a Continuity of Operations Plan for the City *that incorporates best practices for municipal emergency management and response</i>					
	All Hazards	1, 3, 5, 6	CITY	LOW	LOCAL	SHORT TERM
Hay - 4	<i>Continue to maintain compliance and good standing under the National Flood Insurance Program. This will be accomplished through the implementation of floodplain management programs that, at a minimum, will meet the minimum requirements of the NFIP, which include the following:</i>					
	Flood	3, 4, 5, 6	CITY	LOW	LOCAL	ONGOING

HAZARD MITIGATION PLAN MATRIX						TABLE 30-11
ACTION #	HAZARDS MITIGATED	OBJECTIVES	LEAD AGENCY	EST. COST	FUNDING SOURCE	TIMELINE
Hay - 5	<i>Promote disaster preparedness for community residents. Status: Use Facebook, Newsletter, and Booth at Hayden Days to highlight</i>					
	All Hazards	1, 3, 5	CITY	LOW	LOCAL	ONGOING
Hay - 6	<i>Convene monthly Emergency Committee meetings and conduct training and prepare for emergencies</i>					
	All Hazards	1, 3, 5	CITY	LOW	LOCAL	ONGOING
Hay - 7	<i>Obtain a Generator for City Hall Offices to assist with Continuity of Operations.</i>					
	All Hazards	3, 5, 6	CITY	MEDIUM	LOCAL	SHORT TERM
Hay - 8	<i>Upgrade communications systems to include interoperability when needed</i>					
	All Hazards	3, 6	CITY	MEDIUM	LOCAL	SHORT TERM
Hay - 9	<i>Provide for public education forums to teach residents how to build “eye-pleasing” defensible space into their property</i>					
	Wildfire	1, 3, 5	CITY	LOW	LOCAL	SHORT TERM
Hay - 10*	<i>*NEW* Evaluate and mitigate city controlled spaces to limit fire fuel availability on a regular basis</i>					
	Wildfire	3, 4, 6, 7, 8, 9	CITY	\$10,000 /yr	LOCAL	MEDIUM TERM
Hay - 11	<i>Identify cooling / warming shelters for vulnerable populations</i>					
	Extreme Temperature	1, 2, 5	CITY	LOW	LOCAL	ONGOING
Hay - 12*	<i>*NEW* Enhance security of public wastewater management systems by consolidating Hayden’s collection system and treatment system.</i>					
	Utility Failure, Public Health	3, 4, 6	CITY	UNKNOWN	LOCAL	ONGOING
Hay - 13*	<i>*NEW* Invest in wastewater treatment and collection capacity and resiliency. – Develop, fund and execute a five-year capital improvement plan based on best management practices for wastewater treatment and collection to ensure necessary capacity and community resiliency.</i>					
	Utility Failure, Public Health	3, 4, 6	CITY, HARSB	MEDIUM	LOCAL	LONG TERM / ONGOING

## MITIGATION STRATEGY PRIORITY SCHEDULE

TABLE 30-12

<b>ACTION #</b>	<b>PRIORITY</b>	<b># OF OBJECTIVES MET</b>	<b>COST</b>	<b>BENEFIT</b>	<b>BENEFITS EQUAL OR EXCEED COSTS?</b>
Hay-1*	<b>Medium</b>	4	Low	Medium	Exceeds
Hay-2*	<b>High</b>	3	High	High	Equals
Hay-3	<b>Low</b>	4	Low	Medium	Exceeds
Hay-4	<b>Medium</b>	4	Low	Medium	Exceeds
Hay-5	<b>Medium</b>	3	Low	Medium	Exceeds
Hay-6	<b>Medium</b>	3	Low	Medium	Exceeds
Hay-7	<b>Medium</b>	6	Low	High	Exceeds
Hay-8	<b>Medium</b>	2	Low	Medium	Exceeds
Hay-9	<b>Medium</b>	3	Low	Medium	Exceeds
Hay-10*	<b>Medium</b>	6	Medium	Medium	Equals
Hay-11	<b>Medium</b>	3	Low	Medium	Exceeds
Hay-12*	<b>Medium</b>	3	-	Medium	-
Hay-13*	<b>Medium</b>	3	Medium	Medium	Equals

See the introduction to this Volume for explanation of priorities.



**FEMA**

February 12, 2026

Susan Cleverly, State Hazard Mitigation Officer  
Idaho Office of Emergency Management  
4040 W Guard St  
Boise, ID 83705

Re: Approval of the Kootenai County Multi-Jurisdictional Hazard Mitigation Plan

Dear Susan Cleverly:

In accordance with applicable<sup>1</sup> laws, regulations and policy, the Risk Analysis Branch of FEMA Region 10 Mitigation Division has approved the local mitigation plan for the following jurisdictions:

Kootenai County		
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Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. FEMA approval does not include the review or approval of content that exceeds these applicable FEMA mitigation planning requirements.

The approval period for this plan is from February 12, 2026, through February 11, 2031.

The jurisdictions' plan approval ensures the eligibility for project grants under FEMA's Hazard Mitigation Assistance programs. All requests for funding are evaluated individually according to eligibility and other program requirements. Having an approved mitigation plan does not mean that mitigation grant funding will be awarded. Specific application and eligibility requirements can be found in each FEMA grant program's respective policies and annual Notice of Funding Opportunities, as applicable.

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<sup>1</sup> Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; C.F.R. 44 § 201, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002).

Officer Cleverly  
February 12, 2026  
Page 2

FEMA's approval is for a period of five years, effective the date FEMA received the adoption documentation. For this plan, documentation was received on February 12, 2026 and is considered approved as of then. Prior to February 11, 2031, each jurisdiction must review, revise, and submit their plan to FEMA for approval to maintain eligibility for grant funding. The enclosed plan review tool provides opportunities to incorporate into future updates.

Sincerely,

Wendy Shaw, P.E.  
Risk Analysis Branch Chief  
Mitigation Division

MB:JG

7. **NEW BUSINESS**

- A. **ACTION ITEM** Historic Preservation Commission Annual Update and Request for Direction by City Council



# Memo

To: Mayor Davis and Members of the City Council

From: Judy Eichelberger, Chair of the Historic Preservation Commission

Date: February 19, 2026

**Agenda Item: Historic Preservation Commission Report and Request for Direction**

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## **Agenda Item Location**

New Business

## **Recommended Action or Motion**

The Historic Preservation Commission has been working hard in the past year. They have been working on an update to the Strategic Plan, worked with an Eagle Scout to place an Interpretative Historical sign at Stoddard Park, participated in a historical presentation at the Hayden Library (which was so full participants had to be turned away), and have completed the first of a two volume book series to be known as “Ordinary Lives Extraordinary People”. Additionally, as a Certified Local Government and in concert with the Commission’s role in preserving the history of Hayden, the Commission has been documenting and photographing structures prior to their demolition.

In concert with their previous and updated strategic plan, the Commission has held various events to gather oral histories and information through a Grandparent’s Day Celebration or through Meet and Greets. This year the Commission was asked to partner with Hayden Canyon Charter School (HCCS) on a similar event known as “Storytelling”. The presentation from the HCCS can be found in this [link](#).

As a method to showcase those structures and/or sites which tell the story of Hayden, the Hayden Historic Preservation Commission (HPC) would like to offer the ability of community members to nominate these structures and/or sites for an award (details are attached).

And lastly in a search for the possibilities related to the Stoddard Farm (now Stoddard Park), the SHPO has identified the barn is not eligible for Historic Building status. It was additionally, recognized that no historical survey was completed on this location (odd related to the Prairie Avenue Road improvements project). Those properties which have had surveys completed are easier, according to Alexis Matrone of SHPO, to determine if they are eligible for certain grants. She went on to say that should the City wish to apply for a grant to survey areas of the City with older structures a grant is available for this purpose which closes on April 15, 2026. With respect to Stoddard Farm; however, another tool is to for the City to make it a historic treasure or landmark.

Therefore, the Commission is looking for approval and/or direction from the City Council for the following items:

1. Approval of the updated Strategic Plan of the Commission as recommended for approval on January 8, 2026.
2. Participation and/or partnering with HCCS on their Storytelling event, in lieu of a different storytelling event such as the Grandparent's Day or the Meet and Greet as presented at the HPC meeting on February 12, 2026.
3. Providing the opportunity to award those structures which have a historical significance or help to tell the story of the City as recommended by the HPC on February 12, 2026.
4. Should the Commission explore the opportunities provided by the State Historic Preservation Office related to funding opportunities for the Stoddard Farm and future viability of a use for the Barn.

#### **Functional Impact of Authorizing**

Should the City Council approve and/or give direction related to the items identified will provide the Historic Preservation Commission and staff with a clear path forward for the projects identified.

#### **Functional Impact of Not Authorizing**

Should the City Council not approve and/or give direction related to the items identified the Commission will not have a clear understanding of their role in meeting the responsibilities as identified in their Commission.

#### **Fiscal Impact**

Items #1 – 3 either have no fiscal impact or they are budgeted for within the Commission's budget. It is unclear what impact, if any, item #4 will have at this time.

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

Not applicable

#### **Attachment**

Strategic Plan Update

HCCS Storytelling presentation (see [link](#))

Hayden Historic Preservation Commission Awards



## **Historic Commission Mission Statement & Implementation Strategy**

### **Introduction**

Hayden City Ordinance 337 established the Historic Preservation Commission (“HPC”) in February 2003. The purpose of the Historic Preservation Commission, as defined in the ordinance, is to promote the educational, cultural, economic, and general welfare of the public of the city of Hayden through identification, evaluation, designation, and protection of those buildings, sites, districts, areas, structures, and objects that reflect significant elements of the city’s, state’s, and the nation’s historic, architectural, archaeological, and cultural heritage. History can encompass many things. It can be physical preservation or the knowledge and experience of citizens. To guide the efforts of the Historic Commission a mission and implementation framework has been created.

### **City of Hayden Historic Commission Mission Statement**

*“The mission of the Hayden Historic Preservation Commission is to gather, preserve, and advance the story of the Hayden Community.”*

### **Implementation Framework**

Hayden aspires to be a community knowledgeable and proud of its history, as evidenced by residents and visitors alike who understand our past and who are actively engaged in its preservation. The story of Hayden includes the Native American cultures, early, European pioneers, area lakes, and industries such as logging, mining and agriculture. Regional influences within the Inland Empire included the city of Spokane, the Silver Valley and other surrounding communities which have contributed to shaping Hayden’s history. To accomplish this, the HPC strives to tell the story to Hayden area youth, year-round and part-time residents, tourists, vacationers, passers-by, and web-browsers, to promote an understanding and appreciation of our local heritage. We will implement this vision and mission through:

- ***Gathering efforts*** – *To collect pieces of the local history to illustrate the story;*
- ***Preservation efforts*** – *To document and retain pieces of our history to illustrate the story;*
- ***Development and dissemination of various media*** - *To communicate the story of the Hayden area; and,*
- ***Implementation of various platforms*** - *To provide a place or forum to present the story of Hayden.*

## **Goals and Objectives:**

In a strategic plan, goals and objectives are used to accomplish a mission or vision; however, there are significant differences between them. Goals are the outcomes you intend to achieve, whereas objectives are the specific actions and deliverables that you need to take to achieve a goal. Goals and objectives work in tandem to achieve success. If you create goals without clear objectives, you run the risk of not accomplishing your goals.

### ***GOALS:***

A goal is a desired outcome to be accomplished over a long-term period, usually three to five years. It is a broad statement that focuses on the desired result and does not describe the methods used to get the intended outcome. Generally, there are three main types of goals:

1. Outcome goal – These are generally the first goal that is determined because its focus is on the result.
2. Performance goal – These goals focus on results that can be evaluated objectively or comparatively.
3. Process goal – These goals focus on the process of improving the abilities and behaviors that contribute to the success of your progress or outcome goals.

### ***OBJECTIVES:***

Objectives are actionable targets that need to be achieved within a smaller time frame, such as On-going, Short-Term (less than 1 year), Mid-Term (1-5 years), or Long-Term (5 or more years) to reach a certain goal. Objectives measure your progress, offer a sense of achievement, confirm confidence in the strategy, and help make difficult decisions.

### ***ACTIONS:***

Actions are the step, by step tasks to complete the Objectives. Actions should be listed in a logical sequence and may include multiple resources with specific timelines associated with the tasks identified to complete the objectives and/or goals as identified.

	<b>Goal</b>	<b>Objective</b>	<b>Time Frame</b>	<b>Area of Intent</b>	<b>Who</b>
<b>1</b>	To preserve buildings, sites and areas of historical significance.	<ul style="list-style-type: none"> <li>a. Educate</li> <li>b. Promote</li> <li>c. Encourage</li> <li>d. Documentation</li> </ul>		History of Hayden	HPC & CDD
<b>2</b>	To tell the story by partnering with other City Commissions.	<ul style="list-style-type: none"> <li>a. Interpretative Signage</li> <li>b. Walking/Bicycle Tour</li> <li>c. Ordinary Lives, Extraordinary People</li> </ul>		History of Hayden	HPC, CDD, PR&FC, AC, PW
<b>3</b>	To be significant to Hayden’s on-going story.	<ul style="list-style-type: none"> <li>a. Photos, artifacts, archival storage, family histories</li> <li>b. Significant structures</li> </ul>		History of Hayden	HPC, Admin
<b>4</b>	To gather information from the public.	<ul style="list-style-type: none"> <li>a. Photos</li> <li>b. Family stories</li> <li>c. “Where” and/or “How” – input on where or how it would work</li> <li>d. Collect archival items</li> <li>e. Capital funds drive</li> </ul>		Build (Public) Relationships	HPC
<b>5</b>	To distribute Hayden’s story to the public.	<ul style="list-style-type: none"> <li>a. Media opportunities</li> <li>b. Publications</li> <li>c. Arbor Day</li> <li>d. School (public/private) presentations</li> <li>e. Interpretative Signage</li> <li>f. Awards</li> <li>g. Displays</li> <li>h. Stoddard Barn</li> <li>i. Apple Orchards</li> <li>j. Even Opportunities (Meet &amp; Greet, Hayden Days, Grandparent’s Day, Monthly/Quarterly History Presentation)</li> </ul>		Build (Public) Relationships	HPC
<b>6</b>	To collaborate with other entities.	<ul style="list-style-type: none"> <li>a. Walking/Bicycle tour.</li> <li>b. Awards</li> <li>c. Chamber of Commerce</li> <li>d. Other Historical Entities</li> <li>e. Museum</li> <li>f. Library</li> <li>g. Commissions</li> <li>h. Other Cities</li> <li>i. Publications</li> <li>j. Media Opportunities</li> <li>k. PEG (Public, Educational, Government) Cable Channel</li> </ul>		Build (Public) Relationships	HPC, PR&FC, AC, PW, Other Agencies

7	To share “Ordinary Lives, Extraordinary People”	<ul style="list-style-type: none"> <li>a. Hayden Days</li> <li>b. Book Signing</li> <li>c. Opportunities to purchase book (NI Museum, Super 1, Chamber, City Hall Reserve List)</li> <li>d. Genealogy – Kootenai County Genealogy Society</li> <li>e. Family Search</li> <li>f. Public Service Announcements</li> </ul>		Public Events	HPC, CDD, Other Entities
8	To provide reports from the Commission.	<ul style="list-style-type: none"> <li>a. Annual/Quarterly Activity</li> <li>b. Training</li> <li>c. Funding</li> <li>d. State - Historical Preservation Office, State Historical Society, The Heritage Trust</li> </ul>		Document the Activities of the Commission	HPC
9	To recap the annual events within the area.	<ul style="list-style-type: none"> <li>a. Events that occurred during the year of importance to the community</li> <li>b. Milestones</li> </ul>		Document the Activities of the Commission	HPC

	<b>Action</b>	<b>Objective</b>	<b>Time Frame</b>	<b>Goal</b>	<b>Who</b>
<b>1</b>	To document structures of historical significance prior to demolition.	1a & d, 3a, and 4a & b	On-Going	1	HPC & CDD
<b>2</b>	To document structures of historical significance of 50 years or older.	1d, 3a & b, 4a & b, 6d, and 8a	On-Going	1, 6	HPC & SHPO
<b>3</b>	Use grant money to complete interpretative signage at Stoddard Park and Miles Ave & Ramsey Road	1a & b, 2 a & c, 5a, e, g, & i, and 6a	Short-Term	1, 2, 5, 6,	HPC, PW, CDD, Boy Scouts
<b>4</b>	Celebrate historic preservation through historic preservation awards application & guidelines establishment.	1b & c, 3a & b, 4a, 5a & f, and 6b, g, & j	Short-Term	1, 3, 4, 5, 6,	HPC & Chamber & City Commissioners
<b>5</b>	Workshop(s) with other Commission(s) within the City.	1a-d, 6g	On-Going	1, 2, 6	HPC & City Commissioners
<b>6</b>	Create an annual calendar of events, joint workshops, award presentations.	2a, 5a, c, f, & j, 6b, c, f & j, 7a & b, 8a, and 9a	Short-Term/On-Going	5, 6, 7, 8	HPC
<b>7</b>	Complete, Publish, and Distribute Ordinary People Extraordinary Lives Volume 1	2c, 3a, 4a, b, & c, 5a, b, c, d, h, 7a, b, c, & f, and 8a	Short-Term	2, 3, 4, 7	HPC
<b>8</b>	Edit, Complete, Publish, and Distribute Ordinary People Extraordinary Lives Volume 2	2c, 3a, 4a, b, & c, 5a, b, c, d, h, 7a, b, c, & f and 8a	Mid-Term	2, 3, 4, 7	HPC
<b>9</b>	Create a HPC response protocol to a land use action (i.e. permit, site, subdivision).	1d, and 3a & b	Short-Term	1, 3	HPC & CDD
<b>10</b>	Documenting the History of Government Way from Honeysuckle Avenue to Wyoming Avenue	1d, 2a, b, & c, 3b, 5a, d, & j, and 6d, e, f, g, h, i, & j	Mid-Term	1, 2, 3, 5, 6	HPC & CDD
<b>11</b>	Better Community Engagement	1a & c, 2a, b, & c, 4a, b, c & e, 5a, b, c, d, e, f, g, & j, and 6c, d, e, f, g, & h	On-Going	1, 2, 4, 6	HPC

# Hayden Historic Preservation Commission

*The mission of the Hayden Historic Preservation Commission is to gather, preserve, and advance the story of the Hayden Community.*

The Hayden Historic Preservation Commission presents awards to buildings or sites that preserve the history and tells the story of Hayden's past. The nominations can be anything from maintaining the original character of the building over time to new construction that creates an image of the past, thus telling the story of Hayden.

## Key Dates:

- March 16 2026; Nominations open
- April 27, 2026; Nomination deadline
- May 14, 2026; Nonanimation reviewed and awardees selected and applicants notified of the results
- Mayors Award to be scheduled and reviewed as his schedule allows.
- May 28, 2026; Award Presentation at the 2<sup>nd</sup> Hayden City Council Meeting in May

## Eligibility:

- Nominations must be completed by the nomination open date
- Nominations may be submitted without the knowledge of the nominee.
- Self-nominations will be accepted.

## Award Criteria:

The Hayden Historic Preservation Commission Historic Preservation Award Nominees will be judged for the success they have achieved in the preservation, rehabilitation, restoration and interpretation of Haydens architectural and cultural heritage.

The general evaluation criteria include the following:

- Impact of the nominated building or site on the community and/or the surrounding properties.
- Nominations of all sizes and scale will be considered. Special consideration will be given for creative or innovative ways to tell the story of Hayden.

## Nomination Requirements:

- Property must be within the Hayden City Limits
- A concise narrative no longer than 1 page long.
- Up to 5 photographs used as historic reference.
- Up to 10 photographs of the nominated building or site.

## Judging:

- Judges will be the members of the Hayden Historic Preservation Commission members plus the Mayor of Hayden if available.

## Awards for residential and commercial applications *may* be given for:

- Preservation of original structure/site.
- Renovation
- Relocation
- New construction
- Mayors award

- B. **ACTION ITEM** Request for Project Funding from Kootenai County Aquifer Protection District



# Memo

To: Mayor and Hayden City Council

From: Abbi Sanchez, City Clerk

Date: February 24, 2026

**Agenda Item: Request for Project Funding from Kootenai County Aquifer Protection District**

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## **Agenda Item Location**

New Business

## **Recommended Action or Motion**

Should Council wish to move forward with requesting funding from Kootenai County Aquifer Protection District, Council could provide direction to proceed with this project and request for funding.

## **Background/Functional Impact of Authorizing**

During the February 10, 2026 City Council meeting Council Member Roetter requested that Council consider requesting funding from Kootenai County Aquifer Protection District for a project to determine the carrying capacity of the Spokane Valley Rathdrum Prairie Aquifer. Council agreed to consider this topic.

## **Functional Impact of Not Authorizing**

This project would not move forward without other funding sources being identified and council direction.

## **Fiscal Impact**

Revenues and/or Expenses for this project were not budgeted for in the adopted budget for the Fiscal Year 2026.

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

N/A

## **Attachment**

Draft proposal from Council Member Matt Roetter

# **Matt Roetter's Agenda Item for February 24<sup>th</sup> City Council Meeting**

## **PROPOSED LETTER TO KOOTENAI COUNTY AQUIFER PROTECTION DISTRICT FROM THE CITY OF HAYDEN**

The City of Hayden requests funding from the Kootenai County Aquifer Protection District to fund a research project conducted by Leon Kolankiewicz. The project question is **what is the carrying capacity of the Rathdrum Prairie Aquifer due to development.**

### **FUNDING**

The Kootenai County Aquifer Protection District (KCAPD) is solely funded by a fee of \$5.74 per Kootenai County parcel that is located over the aquifer. Most of the City of Hayden is located over the aquifer. Therefore, most Hayden parcels pay the fee. **The study will not be funded by the City of Hayden**, if approved the KCAPD will pay for the study.

### **PRESENTATION TO THE KCAPD**

Matt Roetter as a member of the Council, will give the presentation to the KCAPD seeking the funds to conduct the study.

## Matt Roetter's Agenda Item for February 24<sup>th</sup> City Council Meeting

### LEON KOLANKIEWICZ BIOGRAPHY

**LEON KOLANKIEWICZ** is Scientific Director for NumbersUSA. He is a wildlife biologist and natural resources planner and a former environmental planner with the Orange County (California) Environmental Management Agency.

Leon has a B.S. in forestry and wildlife management from Virginia Tech and an M.S. in environmental planning from the University of British Columbia. He has worked as an environmental professional for more than three decades on projects in three countries and all 50 states, including stints with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, Alaska Department of Environmental Conservation, Alaska Department of Fish and Game, University of Washington, University of New Mexico, and as a Peace Corps Volunteer promoting tropical rainforest and wildlife conservation in Honduras.

He has managed Environmental Impact Statements (EIS's) on projects ranging from dams and reservoirs to flood control facilities, roads, parks, power plants, oil/gas drilling, and mines. He assisted the U.S. Fish and Wildlife Service in preparing management plans at some 50 national wildlife refuges in many states.

Among the federal agencies for which he has worked as a consultant are the National Park Service and U.S. Fish and Wildlife Service in the Department of the Interior; U.S. Army Corps of Engineers; Rural Utilities Service, U.S. Forest Service, and Natural Resources Conservation Service in the Department of Agriculture; National Marine Fisheries Service, National Ocean Service, and National Institute of Standards and Technology in the Department of Commerce; and Office of NEPA Policy and Compliance in the Department of Energy.

Leon has written or edited more than 400 articles, blog posts, reports, conservation plans, and EIS's (under the National Environmental Policy Act). He is the author of *Where Salmon Come to Die: An Autumn on Alaska's Raincoast* (Pruett, 1993) and a contributor to *Life on the Brink: Environmentalists Confront Overpopulation* (University of Georgia Press, 2012) and the anthology of classic and contemporary environmental writing *Environment and Society: A Reader* (New York University Press, 2017).

He has been the lead author of 17 scientific studies on the relationship between population growth and sprawl and the loss of wildlife habitat, open space, and farmland for the NGO NumbersUSA in the past 25 years, including a study on [Idaho](#) in 2023.

Link to Idaho study [Homepage-2 - Idaho Sprawl](#)

## **AQUIFERS & IRRIGATION**

**Approximately 3.4 million acres of Idaho farmland are irrigated with water that a growing urban population competes to use instead.**

Irrigation is crucial to food production in Idaho. But cities and towns, like all human settlements, are also absolutely dependent upon adequate supplies of clean freshwater. In Idaho, as in most places, these vital sources are both “surface” water (lakes, rivers, streams) and “groundwater” (aquifers).

**An aquifer** is an underground “reservoir” of water contained in one or more layers or strata of permeable rock or unconsolidated materials. Groundwater from aquifers can then be pumped from water wells and distributed for use on farms, in factories, and across municipalities, whether to cook food, take a bath, or irrigate exterior landscaping. ([Read the full section on aquifers here.](#))

**Three of Idaho's aquifers are classified by the Environmental Protection Agency (EPA) as “sole source aquifers”. That means they are the only or principal source of drinking water for the hundreds of thousands of residents in those regions.**

- The Eastern Snake River Plain Aquifer
- **The Spokane Valley-Rathdrum Prairie Aquifer**
- The Lewiston Basin Aquifer

**Kootenai County alone has more than doubled in population size since 1990. This growth and development is replacing agricultural water use with domestic and municipal water use.**

**88% of the county's population depends on water from the SVRP Aquifer.**

## **Matt Roetter's Agenda Item for February 24<sup>th</sup> City Council Meeting**

### **The SVRP Aquifer is now used mostly for municipal purposes, not agriculture.**

Just as human demands on the SVRP Aquifer are increasing, a changing climate is also putting pressure on the aquifer by creating earlier springs and drier summers. Higher temperatures for longer periods lead to more evaporation; increased evaporation results in more intensive storms and faster melt of the snowpack; this in turn means less water infiltrating into soil and the aquifer; finally, less soil moisture leads to an increase in summer water use, as well as more drought and wildland fires.

Projected future population growth in the SVRP Aquifer counties will increase the number of water consumers. At what point the increasing population will begin to overdraft and draw down the aquifer is uncertain. At the same time, what is certain is that increasing land development, impervious surfaces (pavement and roofs), and human and industrial activities will expose this unconfined aquifer to an increasing amount and variety of pollutants. ([Read Here.](#))

In sum, while the SVRP Aquifer is still healthy today in spite of the population growth and development that have occurred over the past century and more, as the 21st century proceeds, increasing human numbers and a changing climate are likely to place it under greater and greater stress. A century from now, or perhaps much sooner, whether or not it can continue to meet human and ecological needs for clean water in the region is an open question.

The threat to Idaho's aquifers is indicative of a nationwide problem. The New York Times crisscrossed the United States for half a year, examining data from more than 84,000 groundwater monitoring wells, and consulting with more than 100 experts on the nation's groundwater resources and their management and depletion.

### **The authors of the study concluded in 2023:**

- "A wealth of underground water helped create America, its vast cities and bountiful farmland. Now, Americans are squandering that inheritance."
- "America's life-giving [groundwater] resource is being exhausted in much of the country, and in many cases it won't come back. Huge industrial farms and sprawling cities are draining aquifers that could take centuries

## **Matt Roetter's Agenda Item for February 24<sup>th</sup> City Council Meeting**

or millenniums to replenish themselves if they recover at all.”

- Water levels at nearly half of the 84,544 groundwater monitoring wells included in the nationwide database have declined “significantly” over the last 40 years, due to pumping rates exceeding replenishment rates.
- In the past decade, four out of every 10 wells reached all-time lows, and 2022 was the worst of all. As one groundwater expert, Warigia Bowman at the University of Tulsa, told The Times, “From an objective standpoint, this is a crisis. There will be parts of the U.S. that run out of drinking water.”

**For now, when Idaho citizens are confronted with a choice of diverting water from the state's agriculture to provide water for drinking or any other urban use, they side with agriculture, according to polling done for this study.**

8. **REPORTS**

A. City Administrator Report and Calendar Review

# February 2026

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

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	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
Feb 1	2 5:30pm P&Z Call-In Meeting	3	4	5 4:00pm Veterans Commission	6	7
8	9 3:00pm HURA Meeting	10 5:00pm City Council Meeting (City Hall Council Chambers)	11 3:00pm Arts Commission	12 11:00am Historic Preservation Commission Meeting	13	14
15	16 8:00am City Hall Closed Presidents Day	17	18 4:00pm Parks & Recreation Commission	19	20	21
22	23	24 1:00pm McIntire Park-Public Steering Committee 5:00pm City Council Meeting	25	26	27	28

# March 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 1	2	3 1:00pm Public Safety Commission	4	5 4:00pm Veterans Commission	6 11:00am City Council Special Meeting	7
8	9 5:00pm Planning and Zoning Meeting - Event	10 5:00pm City Council Meeting (City Hall Council Chambers)	11 3:00pm Arts Commission	12 11:00am Historic Preservation Commission Meeting	13	14
15	16 5:30pm Planning and Zoning Commission (Council Chambers)	17	18 4:00pm Parks & Recreation Commission	19 4:00pm McIntire Park Open House	20	21
22	23	24 5:00pm City Council Meeting	25	26	27	28
29	30	31	Apr 1	2	3	4

<b>Revenues</b>	<b>FY26 Budget</b>	<b>30-Nov</b>	<b>31-Dec</b>	<b>31-Jan</b>
110 General Fund	\$ 9,110,397	\$ 233,200	\$ 411,867	2,998,947
111 GF Investments (111)	\$ -	\$ 150,646	\$ 215,093	280,653
111 FMV Adjustment	\$ -	\$ 34,523	\$ 34,523	16,045
130 GF Major Capital	\$ 883,789	\$ 1,841	\$ 49,280	49,280
113-185 Special Revenue Funds	\$ 903,006	\$ 40,290	\$ 43,987	47,865
120 Circulation Impact Fund	\$ 6,616,050	\$ 101,949	\$ 165,041	316,610
121 Parks Impact Fund	\$ 2,072,987	\$ 56,439	\$ 96,031	152,827
210-213 Enterprise Fund(s) (Sewer)	\$ 23,273,749	\$ 1,353,187	\$ 1,630,850	3,048,201
<b>Total</b>	<b>\$ 42,859,978</b>	<b>\$ 1,972,074</b>	<b>\$ 2,646,672</b>	<b>\$ 6,910,428</b>

<b>Expenses</b>	<b>FY26 Budget</b>	<b>30-Nov</b>	<b>31-Dec</b>	<b>31-Jan</b>
110 General Fund	\$ 9,110,397	\$ 1,090,941	\$ 1,620,487	2,085,105
111 GF Investments (111)	\$ -	\$ -	\$ -	\$-
130 GF Major Capital	\$ 883,789	\$ 30,040	\$ 55,501	157,673
113-185 Special Funds	\$ 903,005	\$ 3,745	\$ 48,690	43,983
120 Circulation Impact Fund	\$ 6,616,050	\$ (8)	\$ 22,922	105,932
121 Parks Impact Fund	\$ 2,072,987	\$ -	\$ -	8,272
210-213 Enterprise Fund (Sewer)	\$ 23,273,749	\$ 1,247,731	\$ 2,021,348	3,175,973
<b>Total</b>	<b>\$ 42,859,978</b>	<b>\$ 2,372,450</b>	<b>\$ 3,768,947</b>	<b>\$ 5,576,938</b>

Revenue-Expenses	Gen Fund	913,842
	GF w/ 113	1,194,495
	Enterprise Fund	(127,772)

**Fund Balance**

<b>General Fund</b>		<b>Special Revenues</b>	
General Fund	\$12,280,108	Honeysuckle Boat Launch	\$115,890
Gen Fund Invest	\$2,986,191	Veterans Memorial	\$21,137
<b>General Fund Summary</b>	<b>\$15,266,299</b>	Council Media Center	\$11,407
		LID- Enhancement	\$275,805
Major Capital	\$3,728,147	PMT in Lieu	\$421,343
		Museum Fid. Fund	\$1,273
<b>Sewer Fund</b>		Sewer Connection Assist	\$14,094
Sewer O&M	\$6,950,932		
Capitalization	\$4,807,708	<b>Impact Fees</b>	
Wastewater Bond	\$2,780,423	Tranportation Impact 121	\$518,044
Sewer Replacement	\$1,332,852	Parks Impact-122	\$2,373,466
<b>Sewer Fund Summary</b>	<b>\$15,871,915</b>	Impact Fee- Law Enforce	\$12,818

Notes: **General Fund:** Revenues associated with state revenue sharing are dispersed in January, April, July and October. Property tax is dispersed from the county in January and July. **Sewer Fund:** Majority of utility billing revenue comes in on the even months and are billed on the odd months.

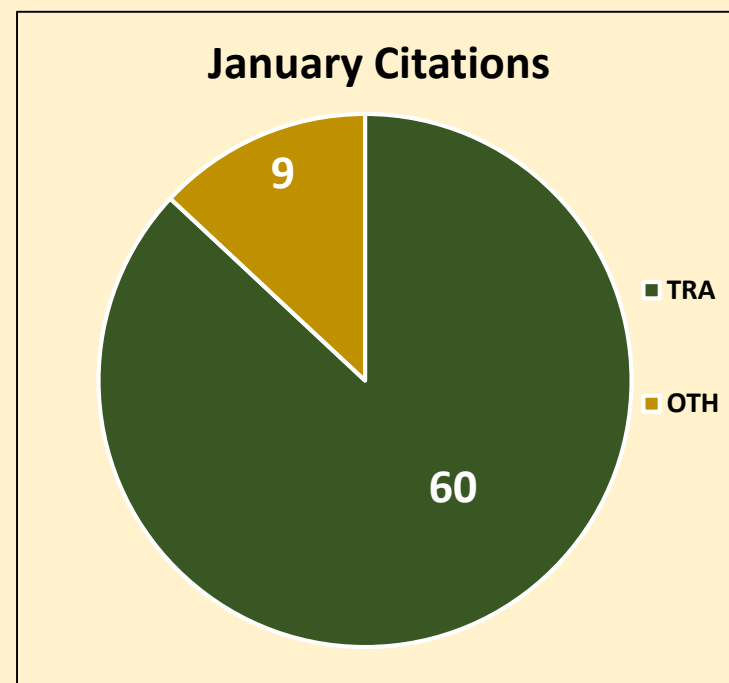
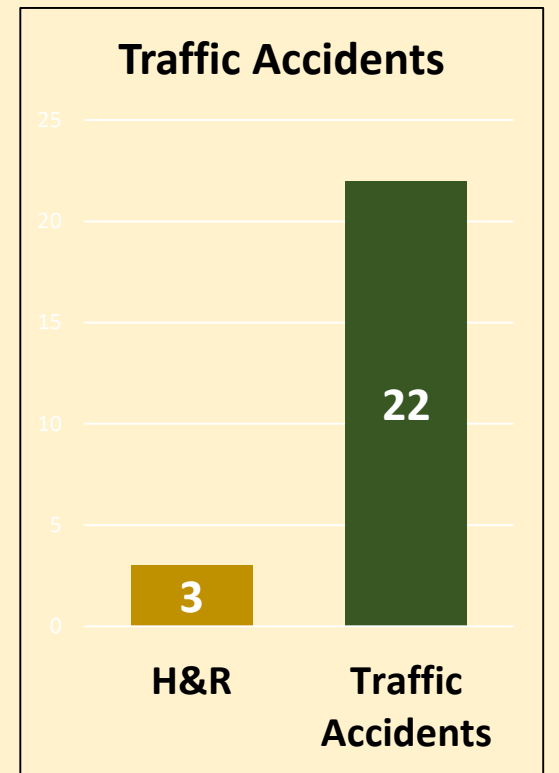
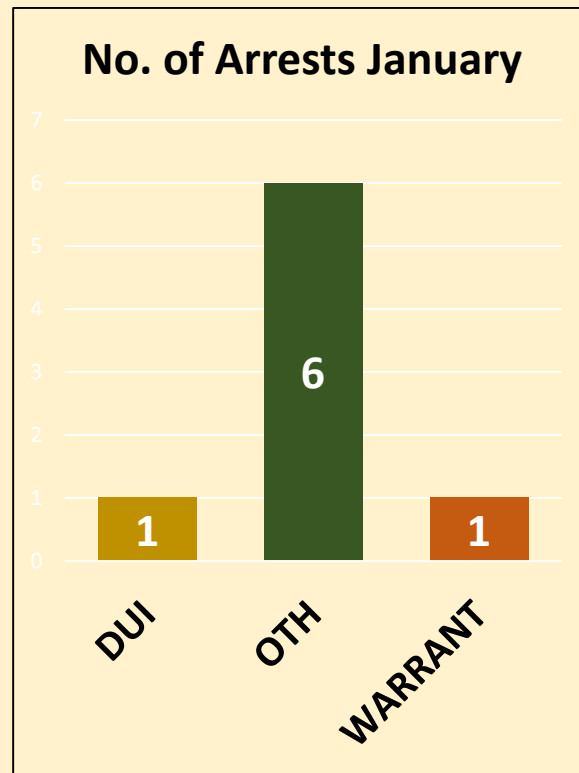
## B. Law Enforcement



# HAYDEN MONTHLY ACTIVITY REPORT

## JANUARY 2026

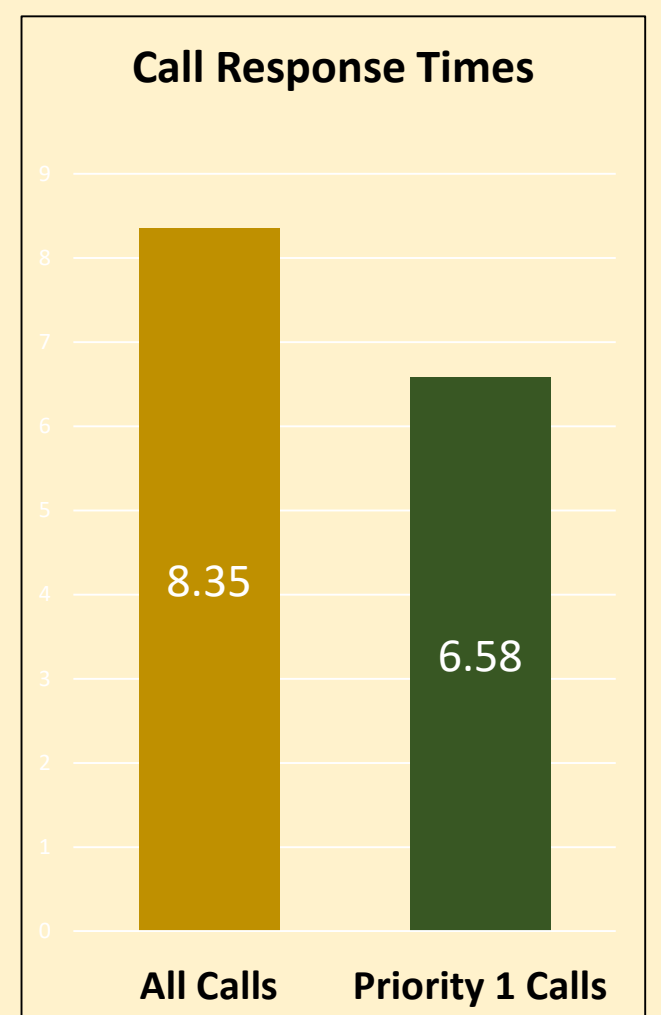
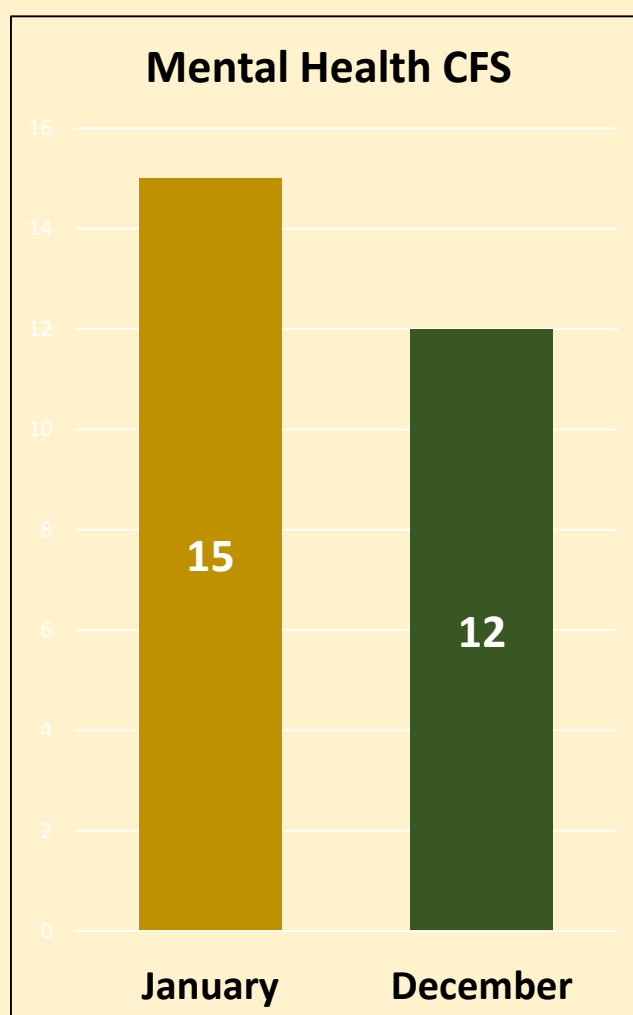
Offense Reported	2026		Previous Years YTD		
	JAN	YTD	2025	2024	2023
Aggravated Assault	2	2	2	1	2
Arson	0	0	0	0	0
Auto Burglary	0	0	1	0	0
Burglary Non Resid	0	0	0	0	0
Burglary Resid	0	0	1	0	3
Rape	0	0	0	0	1
Homicide	0	0	0	0	0
Robbery	0	0	2	0	0
Theft	11	11	5	11	17
Vehicle Theft	0	0	0	1	0
Assault	1	1	4	3	5
Vandalism	4	4	1	5	1
<b>Total</b>	<b>18</b>	<b>18</b>	<b>16</b>	<b>21</b>	<b>29</b>



Citation Type Table	
ALC	Alcohol Violation
ANI	Animal Violation
DRU	Drug Violation
OTH	Other Violation
TRA	Traffic Violation

Call Type	January	YTD
<b>Citizen Calls</b>	<b>281</b>	<b>281</b>
Arrests = 4	Warnings = 5	
No reports = 165	Reports = 54	
Gone on arrival = 11	Unfounded = 33	
Refer to other agency = 8	Citations = 1	
<b>Police Initiated</b>	<b>600</b>	<b>600</b>
Arrests = 4	Warnings = 220	
No reports = 288	Reports = 3	
Gone on arrival = 18	Unfounded = 5	
Refer to other agency = 6	Citations = 53	
Follow up = 1, Animal containment = 1, Traffic stop = 1		

Top 5 Calls For Service	
Type	Total
Citizen Assist	68
Animal Problems	49
Suspicious	40
Welfare Checks	23
Alarm Calls	22



- C. Mayor/Council
- 9. **REQUEST FOR FUTURE AGENDA ITEMS**
- 10. **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.
- 11. **ADJOURNMENT**