

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

Tuesday, April 28, 2026

Regular Meeting: 5:00 PM

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

CALL TO ORDER

ROLL CALL OF COUNCIL MEMBERS

PLEDGE OF ALLEGIANCE

ADDITIONS OR CORRECTIONS

1. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of April 7, 2026 Special City Council Meeting Minutes

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

Tuesday, April 7, 2026

Special Meeting: 3:00 PM

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

CALL TO ORDER

The meeting was called to order at 3:02 PM.

ROLL CALL OF COUNCIL MEMBERS

Present: Ed DePriest, David Erickson, Matthew Roetter, Tom Shafer. Mayor Davis attended virtually.

1. WORKSHOP

A. Workshop with the Matrix Consulting Group for Law Enforcement Strategic Planning

City Administrator Lisa Ailport opened the workshop, explaining its purpose: to engage with the law enforcement strategic planning consultant. Representatives from Matrix Consulting Group, including founder Rich Brady, introduced their firm's background and experience in law enforcement studies, along with their project team.

Matrix outlined the project goals and approach:

Defining Services and Costs: The team will gather and analyze data—working with Kootenai County Sheriff's Office (KCSO) and the County—to understand current services provided to Hayden. Data collection can occur virtually if needed.

Analyzing Service Needs: They will review workload and service data to assess policing needs. Questions were raised about how calls for service are categorized and prioritized.

Community Outreach: The plan includes three public meetings, use of social media, and an anonymous online survey to gather public input, particularly regarding community experiences and expectations for law enforcement services.

Alternatives Analysis: Matrix will evaluate potential alternatives to the current service model, including opportunities for shared services with other agencies.

Transition Planning: They will outline steps and costs required to implement any alternative service models, including identifying budget differences between current services and proposed options.

Throughout the discussion, council members asked questions about data access, engagement methods, and evaluating public demand for services. It was confirmed that Matrix will provide documentation at the end of each project phase.

Additional discussion included existing city resources and the potential for shared service models. Ms. Ailport emphasized the importance of understanding the full

cost of meeting law enforcement service needs. The next step is for Matrix to coordinate with KCSO, with the City providing a point of contact.

2. ADJOURNMENT

The meeting was adjourned at 3:55 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

B. Approval of April 14, 2026 City Council Meeting Minutes

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

Tuesday, April 14, 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 5:00 PM.

ROLL CALL OF COUNCIL MEMBERS

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

PLEDGE OF ALLEGIANCE

Mayor Davis led the pledge of allegiance

ADDITIONS OR CORRECTIONS

None

1. PROCLAMATION

A. Strengthening Families Month

Mayor Davis proclaimed April 2026 as Strengthening Families Month in Hayden.

B. Fair Housing Month

Mayor Davis proclaimed April 2026 as Fair Housing Month in Hayden.

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

A. Approval of March 6, 2026 City Council Special Meeting Minutes

B. Approval of March 24, 2026 City Council Meeting Minutes

C. Approval of Ron Walters' Appointment to Planning and Zoning Commission

D. Approval of Scott Forssell's Appointment to Development Impact Fee Advisory Committee

E. Approval of Kevin Croffoot's Appointment to the Public Safety Commission

F. Approval of Fiscal Year 2026 2nd Quarter Treasurer's Report

G. Approve the Memorandum of Understanding with the Hayden Area Regional Sewer Board for the Inclusion of Sewer Force Main Replacement in the Ramsey Road & Honeysuckle Avenue Roundabout Project

H. Approval of Hayden Days Car Show Agreement with North Idaho Classics Car Club

I. Approval of 2026 Trevor Prangley's American Kickboxing Academy Contractual Services Agreement

J. Approval of 2026 Northern States Security Inc. Contractual Services Agreement (for Events)

K. Approval of the Request to Replace Carpet Upstairs in City Hall

L. Approval of the Agreement with Pointe Pest Control for Quarterly Pest Control Services at the Public Works Facility

M. Approval of the Cooperative Agreement with the Hayden Lake Irrigation District Infrastructure Associated with the Ramsey Road and Honeysuckle Avenue Roundabout Project

N. Approval of Basset Estates Final Plat and Acceptance of Infrastructure

- O. Ratification of the March 2026 Payroll
- P. Approval of Bills for Payment

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

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

The motion was approved by a unanimous vote in favor.

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

Bill Brizee, Vice Chair of the Hayden Historic Preservation Commission, announced that nominations are open for the Commission’s historic preservation awards. The awards will recognize efforts in preserving, rehabilitating, restoring, or interpreting Hayden’s architectural and cultural heritage.

He encouraged greater public participation, noting that only one submission has been received so far and emphasizing the importance of community involvement to sustain the program. Nominations are due April 27, and can be submitted anonymously without needing prior approval from property owners.

Mr. Brizee shared that flyers are available and have been distributed around the community, and highlighted that award certificates will feature custom frames made from recycled barnwood from the barn at Stoddard Park. He urged residents to submit nominations to help ensure a strong and meaningful awards program.

4. UNFINISHED BUSINESS

- A. **ACTION ITEM** Adopt Resolution for Condemnation Proceedings Related to Hayden/Atlas Intersection Improvements

Council considered adopting a resolution to initiate condemnation (eminent domain) proceedings for a small portion of land needed for intersection improvements at Hayden Avenue and Atlas Road.

Discussion focused on the appropriateness of using eminent domain. Council members acknowledged general concerns based on past high-profile cases but emphasized that Idaho law strictly limits its use to public purposes. In this case, approximately one-eighth of an acre of land is needed to construct a traffic circle at a high-capacity intersection to improve safety and traffic flow.

It was noted that:

- The City must deposit an estimated fair market value with the court, which will determine final compensation.
- Eminent domain is being used as a last resort after efforts to work with the property owner.
- The project is intended solely for public safety and infrastructure improvements, not private development or profit.
- Acting now helps avoid rising construction costs and further delays.

Council members expressed support, highlighting the limited impact on the property and the importance of improving roadway safety for the community.

MOTION: Council Member Roetter moved to adopt the resolution as presented. Council President DePriest provided the second.

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

The motion was approved by a unanimous vote in favor.

5. NEW BUSINESS

A. **ACTION ITEM** Hayden Lake Watershed Improvement District and Hayden Lake Watershed Association Proposal for a Lake Host at the Honeysuckle Beach Facility
Representatives from the Hayden Lake Watershed Improvement District and Watershed Association presented a proposal to place a seasonal "lake host" at Honeysuckle Beach to help prevent the introduction of invasive mussels.

The proposal is preventative, aimed at protecting the lake from significant environmental and economic damage. The lake host would:

- Be a seasonal, educational position (likely a student)
- Encourage boaters to comply with existing inspection requirements
- Check for inspection stickers and promote best practices ("clean, drain, dry")
- Not have enforcement authority or conduct full inspections on-site

Key discussion points:

- Existing inspection stations are voluntary, and some boats bypass them, making this a "last line of defense."
- The program would emphasize education and outreach, supported by signage and informational materials.
- Estimated total cost is around \$25,000, with partner organizations committing funds and seeking matching contributions from local entities.
- Primary request to the City at this stage is permission and cooperation to operate at the site, with funding as a secondary consideration.

Council feedback:

- General support for the concept and the importance of protecting the lake.
- Agreement that educational signage and presence could be beneficial.
- Request for a more detailed plan, including logistics, coordination with other agencies, and cost-sharing specifics.
- Concerns about budget constraints, operational details, and potential impacts on traffic flow at the launch.

Next steps: The applicants will refine the proposal, coordinate with other agencies, and return with more detailed information for further consideration.

B. **ACTION ITEM** Engineering Services Agreement with Iteris Inc. for Transportation Strategic Plan Update

Council reviewed a proposed engineering services agreement for a transportation strategic plan (TSP) update, with a contract not to exceed \$46,750. The update builds on the City's 2021 plan and is intended as a partial update to bridge the gap until a more comprehensive revision in the coming years, aligning with the typical five-year planning cycle.

Key discussion points:

- The update will rely on current county growth projections and does not account for potential changes from pending housing legislation that could increase density.
- Staff noted that any higher-density development would still be required to demonstrate adequate infrastructure capacity and mitigate impacts on a project-by-project basis.
- A council member expressed concern that broader, citywide impacts from potential density changes could challenge existing transportation and infrastructure assumptions.

Overall, the update was characterized as timely and necessary, with acknowledgment that future conditions may require additional adjustments in subsequent planning efforts.

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

DISCUSSION: Council discussion on the motion centered on how the transportation plan update would address future growth and infrastructure costs. Staff explained that the plan relies on county growth projections and is intended as a broad, forward-looking framework rather than a project-specific analysis. Questions were raised about who would bear the cost of additional infrastructure if future developments, particularly those influenced by potential changes in housing density laws, place greater demands on the system. Staff clarified that cost responsibility would be determined on a case-by-case basis, with developers potentially required to mitigate impacts depending on the nature of their proposals and applicable regulations. Concern was expressed that the plan could quickly become outdated due to evolving legislation, describing it as a "snapshot in time." In response, staff emphasized that the update is a required step following the comprehensive plan adoption and serves as a bridge until a full update can be completed in the coming years, while also supporting ongoing impact fee evaluations.

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor.

6. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport provided updates on the upcoming April 30 strategic budget workshop scheduled for 1:00 p.m., which will kick off the budget development process. The session will focus on four key areas: workforce and staffing needs, operations and maintenance, capital investments, and revenue considerations, including property taxes, for the City’s roughly \$40 million budget.

Council was also introduced to a new monthly financial report format featuring visual graphs to better illustrate revenues and expenditures, with an invitation for feedback.

Lastly, Ms. Ailport requested scheduling a joint workshop with the Hayden Urban Renewal Agency Board to align funding priorities and upcoming projects. Council expressed interest, and staff will follow up with potential dates, aiming to meet soon to maintain momentum on project planning and coordination.

B. Law Enforcement
None

C. Mayor/Council
None

7. REQUEST FOR FUTURE AGENDA ITEMS

Council members proposed several future agenda items, including exploring ways to honor local war hero Tommy Norris, such as naming a city asset after him. There was also a request to discuss enhancing the role of the Public Safety Commission, specifically giving members more authority to set agendas and engage more actively in discussions.

Additional topics included reviewing potential regulation of kratom in response to public safety concerns and recent actions by other cities, and considering improved communication strategies, possibly through a third-party public relations effort, to better inform the public about upcoming law enforcement and infrastructure initiatives.

Lastly, there was a request to provide council with a prioritized list of strategic planning items, with Mayor Davis noting that multiple priorities are already being worked on concurrently.

Mayor Davis recessed the meeting for a break from 6:05 - 6:10 p.m.

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

A. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor and the meeting entered executive session at 6:11 p.m.

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

ROLL CALL VOTE:

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

The motion was approved by a unanimous vote in favor and the meeting exited executive session at 6:49 p.m.

9. ADJOURNMENT

The meeting was adjourned at 6:49 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

- C. Approval of Welch Comer and Associates, Inc. Engineering Services Agreement to Review Legal Descriptions



Memo

To: Mayor and Hayden City Council

From: Dulci Kau, PE, City Engineer

Date: 4/23/2026

Agenda Item: Approval of Welch Comer's Agreement to Review Legal Descriptions

Agenda Item Location

Consent

Background and Recommended Action or Motion

Staff needs this professional expertise to evaluate legal descriptions in coordination with property owners.

Staff recommends the City Council approve and authorize the Mayor to sign the Welch Comer and Associates, Inc., Lancaster Road Boundary agreement.

Fiscal Impact

This agreement authorizes Welch Comer up to \$5,200 on a time and materials basis for services rendered.

Budget Funding Source / Transfer Request

GL 110-411-53405 Special Projects Engineering Review

Attachment

Welch Comer's Agreement to review legal descriptions.

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (“Agreement”) is made and entered into this ___ day of April, 2026 (“Effective Date”) by and between **THE CITY OF HAYDEN**, a political subdivision of the state of Idaho (“CITY”) and **Welch Comer and Associates, Inc.** (“ENGINEER”). The CITY and ENGINEER may be collectively referred to herein as the “parties” and individually referred to as a “party.” The promise and agreements of each being in consideration of the promises and agreements of the other. The parties agree as follows:

1. SCOPE OF WORK: The CITY engages ENGINEER to perform the work identified in the attached Exhibit A.

2. PAYMENT: The CITY agrees to pay ENGINEER for its services on rendered under this Agreement on a time and materials basis for said services rendered. The parties agree that ENGINEER will invoice the CITY for payment under this Agreement for services rendered herein and will create a separate task or item number for each service requested to simplify tracking shown in Exhibit A.

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

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

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

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

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

8. WORKER'S COMPENSATION: ENGINEER shall maintain in full force and effect worker's compensation for ENGINEER and any agents, employees, and staff that the

ENGINEER may employ, and provide proof to the CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

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

10. EFFECTIVE DATE: The above set date shall be the Effective Date of this Agreement. The anticipated schedule is included in Appendix A.

11. WARRANTY: ENGINEER warrants that all services will be performed in a good workmanlike manner and in conformance with the standards established for Engineers in the state of Idaho. ENGINEER acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION AND INSURANCE:

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

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

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

- a. Worker's compensation insurance as required by Idaho statutes.
- b. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent ENGINEER's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- c. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

- d. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and ENGINEER shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-year period, ENGINEER shall use ENGINEER's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

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

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

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

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

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

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

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

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

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

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

13. NONDISCRIMINATION: ENGINEER, for itself and its successors and assigns, agrees that in the performance of services provided for in this Agreement, ENGINEER will not unlawfully discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

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

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

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

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

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

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

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

21. CERTIFICATION CONCERNING BOYCOTT OF ISREAL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars and CONSULTANT employs ten or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of goods or services from Israel or territories under it's control. The terms in this section defined in Idaho Code section 67-2346 have the meaning defined therein.

22. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that the company is not currently owned or operated, 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 have the meaning defined therein.

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

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

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

To Engineer: Welch Comer & Associates, Inc.
Attn: Mike Hathaway, P.L.S.
330 E. Lakeside, Suite 101
Coeur d'Alene, Idaho 83815
Telephone: (208) 644-9382
E-mail: mhathaway@welchcomer.com

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

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

CITY

ENGINEER

CITY OF HAYDEN

By: _____
Alan Davis, Mayor

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

ATTEST:

Abbi Sanchez, City Clerk

EXHIBIT A
Scope of Work and Fees
Hayden Lancaster Road Document Review

The City of Hayden request Welch Comer to perform a review of the Marks Ranch, INC.,/R&K Development vs. City of Hayden Kootenai County District Court Case No. CV28-26-0874

I. Services of Engineer:

A. Survey:

- a) Consultant shall provide professional land surveying services to assist the City in evaluating boundary and right-of-way issues associated with the pending litigation concerning Lancaster Road and the disputed area identified therein. Services may include review of court filings, deeds, plats, historical road records, annexation materials, prior surveys, monumentation, and related record and field evidence; analysis of historical and current roadway and right-of-way locations; and preparation of exhibits, maps, and written technical opinions regarding boundary and right-of-way location. Consultant’s services are strictly limited to surveying services. Consultant shall not render legal opinions or determine ownership, title, annexation validity, or the legal effect of recorded instruments or court pleadings. All legal conclusions and ownership determinations shall be made solely by the City’s legal counsel or the court. The primary goal is to identify the 1.9 acre area identified in the Case documents.

B. Limitation of Services:

- a) Consultant’s services are limited to professional land surveying services. Consultant shall not provide legal advice or render legal opinions concerning ownership, title, annexation validity, the legal effect of recorded instruments, the legal effect of court pleadings, or the ultimate resolution of the dispute. Consultant may review title-related and litigation-related materials solely for the purpose of locating, retracing, and evaluating boundaries, rights-of-way, and other survey-relevant interests. Any determination of ownership, title, legal rights, or legal effect shall be made solely by the City’s legal counsel or by a court of competent jurisdiction.

II. Payments to Engineer for Services:

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

	Hourly NTE
Survey Services	\$5,200

- a) The portion of the compensation amount billed monthly for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.

- b) An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
- c) Engineer's Standard Hourly Rates are attached as Appendix 1.
- d) Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

III. Schedule:

- A. The report will be submitted within 30 days of an executed agreement.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

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

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

B. Schedule:

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

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

Reimbursable Expenses Schedule

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

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

Scope of Work

- D. Approval of Right-of-Way Purchase from Richard and Trisha Agueros for Hayden/Atlas Roundabout Project



Memo

To: Mayor and Hayden City Council

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

Date: 04.28.2026

Agenda Item: Approval of Right-of-Way purchase from Richard and Trisha Agueros

Agenda Item Location

Consent

Background and Recommended Action or Motion

The City of Hayden plans to construct a roundabout at the intersection of West Hayden Avenue and North Atlas Road. The project requires the acquisition of right-of-way from parcels adjacent to the intersection. The Project requires 0.208 acres of additional right-of-way and 0.0724 acres of construction easements from the northeast corner of the intersection. The property owners have agreed to the just compensation amount provided in the appraisal.

Motion: I move to authorize the purchase of right-of-way and easement from Richard and Trisha Agueros, owners of the real property located at 3125 West Hayden Avenue for the sum of \$58,565 and permit the Mayor to sign the right-of-way contract.

Functional Impact of Authorizing

The acquisition of this parcel completes a necessary component of the roundabout project and temporary signal project, allowing staff to continue to facilitate the construction of a controlled intersection.

Functional Impact of Not Authorizing.

If the purchase of this right-of-way is not approved, the acquisition will not be completed, delaying the construction of the projects and likely increasing the cost to the City.

Fiscal Impact

\$58,565 would be spent out of GL 120-112-59237 – Hayden/Atlas Intersection ROW ACQ.

Attachments

Right of Way Contract – 3125 W. Hayden Avenue

RIGHT OF WAY AGREEMENT

Project: Hayden Avenue & Atlas Road Roundabout Improvement Project

Parcel No: H405015175AB

Property Address: 3125 W. Hayden Avenue, Hayden, ID 83835

This RIGHT OF WAY AGREEMENT (“AGREEMENT”), made this ____ day of _____, 20__ between Richard and Trisha Agueros, husband and wife, herein (“GRANTOR”), and the CITY of Hayden, Kootenai County, a Political Subdivision of the State of Idaho, 8930 N. Government Way, Hayden, Idaho 83835, herein (“CITY”).

The CITY is undertaking a public project known as the Hayden Avenue & Atlas Road Roundabout Improvement Project, herein (“PROJECT”) impacting property belonging to GRANTOR known as parcel H405015175AB and located at 3125 W. Hayden Avenue in Hayden, Idaho, herein (“PROPERTY”).

The CITY has determined that the acquisition of property described in Exhibit A, and the right of way and temporary construction easement depicted in Exhibit B is necessary for public use.

GRANTOR represents that GRANTOR holds title or authority to convey the property interests described herein.

In consideration of the just compensation described herein, GRANTOR conveys the PROPERTY to the CITY by Warranty Deed for right-of-way and easement needs for the area defined by Exhibit A and the right of way and temporary construction easement defined herein and depicted in Exhibit B.

NOW THEREFORE, the parties hereto agree as follows:

1. The CITY shall pay GRANTOR and the lienholder(s), if any, the sum of **\$58,565** as just compensation for the PROPERTY. GRANTOR shall notify lienholder(s), if any, of this AGREEMENT and it is the GRANTOR’s responsibility to obtain a release of relinquished parcel from his or her lienholder prior to closing on the purchase. GRANTOR agrees to pay all taxes and assessments due and owing, including a pro-rata share of the taxes owing for the year in which the transaction closes. Payment to GRANTOR pursuant to this AGREEMENT is contingent upon GRANTOR demonstrating clear title to the Property through use of documents acceptable to the CITY and Kootenai Title Company, the title company being used by the CITY for the Project (“TITLE COMPANY”).
2. GRANTOR shall execute and deliver to the CITY a notarized instrument of conveyance corresponding to the interest being acquired. Closing of this transaction shall occur when all required documents, as well as compensation noted herein, have been submitted to Title Company, lienholder(s), if any, have been satisfied, and Title Company is in a position to provide the required title insurance to the CITY (“CLOSING”).
3. The parties have set forth the whole of their agreement herein, the performance of which constitutes the entire consideration for the grant of said right of way and shall relieve the CITY of all future claims by the GRANTOR or obligations of the CITY related to this Agreement or the construction, location, and grade of the public infrastructure.

4. GRANTOR represents that to the best of its knowledge no hazardous materials have been stored or spilled on the subject property during its ownership or during previous ownerships at least in so far as GRANTOR has observed or has been informed. In the alternative, if the GRANTOR has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
5. INGRESS and EGRESS: GRANTOR agrees to enter into a temporary construction easement with the CITY for the purpose of ingress and egress for construction of sidewalks, curbs and gutters, drainage facilities, tree removal and yard restoration, utility relocation, approaches, or any other item requiring minor encroachment on the GRANTOR's property extending 10 feet from the edge of the right of way for the entire frontage of the property and 25 feet at the limits of driveway approaches during construction as depicted in Exhibit B. Construction easement begins at CLOSING and terminates upon completion of construction.
6. LEGAL and PHYSICAL POSSESSION: GRANTOR agrees to give the CITY legal and physical possession of the PROPERTY herein being purchased by the CITY upon CLOSING and remove all private property from the PROPERTY.
7. As of the CLOSING date of this transaction, the land area described and defined herein is under the ownership of the CITY. GRANTOR, its agents or assigns, is required to keep such area free of any personal property, and any garbage, refuse, or other debris. Notice is hereby provided that construction activities, including utility relocation activities, may occur at any time after ownership of the property has transferred to CITY.
8. CITY and GRANTOR acknowledge that relocation activities will occur on the Property from and after Closing and the CITY will coordinate any such construction activities described herein with the ongoing relocation activities until completed.
9. In consideration of the interest being conveyed, the CITY shall pay the GRANTOR for Right of Way and Easements as follows:

Type	Size (Sq. Ft)	Size (Acres)	Amount
Right-of-Way	9,055	.208	\$56,593.75
Permanent Easement			0
Temporary Easement	3155	.0724	\$1971.25
Improvements:			0
Just Compensation			\$58,565
Total Compensation			\$58,565

10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Venue for any dispute or proceeding to enforce this Agreement shall be brought in the County of Kootenai, State of Idaho.
11. MODIFICATION: No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties.
12. BINDING EFFECT: This Agreement shall inure to the benefit of and shall be binding upon not

only the parties hereto, but also upon their respective heirs, successors, representatives and assigns. The terms of this Agreement, to the extent they are in addition to, and not in conflict with, the terms of the Deed, shall survive Closing.

13. EXECUTION OF DOCUMENTS: The parties hereby agree to execute, and record where appropriate, any and all documents necessary to effectuate this transaction.
14. ENTIRE AGREEMENT: This instrument constitutes the entire agreement between the Parties and inures to the benefit of their respective heirs, descendants, successors, assigns and legal representatives. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing this Agreement he/she has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the parties or their representatives are merged in this instrument.
15. LEGAL REVIEW: In entering into this Agreement, each party represents and warrants that it has relied upon the legal advice of its attorneys, who are its attorneys of choice, and that the terms, conditions and effects of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.
16. INCORPORATION OF RECITALS: The Recitals set forth above are incorporated in this Agreement as if set forth fully herein.
17. EFFECTIVENESS: This Agreement shall become effective upon the date that it is made and entered into by the parties.
18. BREACH OF AGREEMENT: Each party agrees that, in the event of any breach by them of the terms, provisions, and obligations of this Agreement, that party shall pay as damages to the other party or parties, the amount of the damages, expenses, attorney fees and costs associated with remedying any such breach of the Agreement.
19. SIGNATURE: The undersigned have read and understand this Settlement Agreement. Signatures to this Agreement may be obtained in counterpart, each of which shall be considered as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY:

GRANTOR:

On _____, 20____

By: _____

Richard Agueros

By: _____
Alan Davis, Mayor

By: _____
Trisha Agueros

ATTEST:

Abbi Sanchez, CITY Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared _____ and _____, husband and wife, known or identified to me to be the individuals who executed the instrument and acknowledged to me that they executed the same.

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

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

Legal Description- Richard Agueros

That portion of the southwest quarter of Section 15, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Commencing at a 3 1/2 inch aluminum cap marking the southwest corner of said Section 15 as shown on Corner Perpetuation and Filing recorded as Instrument Number 2466168000, records of Kootenai County, said monument bears N 88°28'40" W a distance of 2630.18 feet from a 2 1/2 inch brass cap marking the South quarter corner of said Section 15 as shown on Corner Perpetuation and Filing recorded as Instrument Number 2417005000, records of Kootenai County.

Thence along the South line of said southwest quarter, S 88° 28' 40" E a distance of 29.06 feet;

Thence perpendicular to the North right of way of Hayden Avenue, N 01° 31' 20" E a distance of 30.00 feet to the right of way intersection of Atlas Avenue and said Hayden Avenue, said point also being the **TRUE POINT OF BEGINNING**;

Thence along the East right of way of said Atlas Avenue, N 00° 18' 13" W a distance of 231.31 feet;

Thence perpendicular to said East right of way, N 89° 41' 47" E a distance of 6.00 feet;

Thence parallel with said East right of way, S 00° 18' 13" E a distance of 50.38 feet;

Thence S 30° 08' 20" E a distance of 22.97 feet;

Thence S 01° 26' 07" W a distance of 109.05 feet to the beginning of a curve to the left, having a radius of 32.00 feet;

Thence southeasterly along said curve, through an arc length 50.25 feet, through a central angle of 89° 58' 22", a chord bearing of S 43° 33' 04" E and a chord distance of 45.24 feet;

Thence S 88° 32' 15" E a distance of 253.62 feet to the East line of West half of Tract 175 of the Amended Plat of Hayden Lake Irrigated Tracts, recorded in Book C of Plats, Pages 66 and 67, records of Kootenai County;

Thence along said East line, S 00° 12' 26" E a distance of 20.74 feet to the North right of way of said Hayden Avenue;

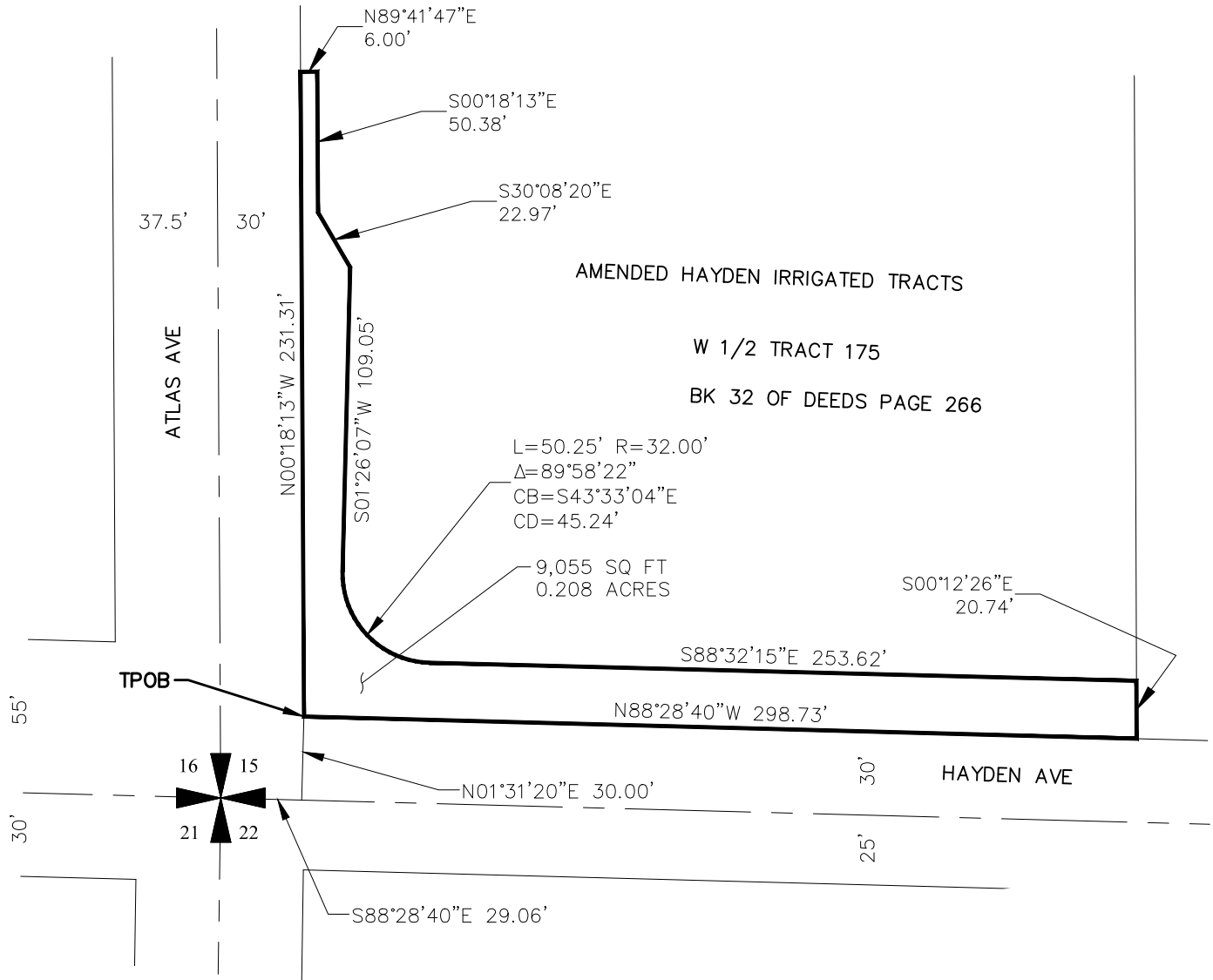
Thence along said North right of way line, N 88° 28' 40" W a distance of 298.73 feet to the **TRUE POINT OF BEGINNING**.

Contains 9,055 Square feet or 0.208 acres more or less.



Digitally signed
by Michael L
Hathaway
Date:
2023.12.19
10:11:10-08'00'

EXHIBIT B
 RIGHT OF WAY – RICHARD AGUEROS
 LOCATED IN THE SOUTHWEST QUARTER OF
 SECTION 15, TOWNSHIP 51 NORTH, RANGE 4 WEST,
 CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO



AMENDED HAYDEN IRRIGATED TRACTS

W 1/2 TRACT 175

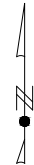
BK 32 OF DEEDS PAGE 266

L=50.25' R=32.00'
 $\Delta=89^{\circ}58'22''$
 CB=S43°33'04"E
 CD=45.24'

9,055 SQ FT
 0.208 ACRES



Digitally signed
 by Michael L
 Hathaway
 Date: 2023.12.19
 10:06:15-08'00'



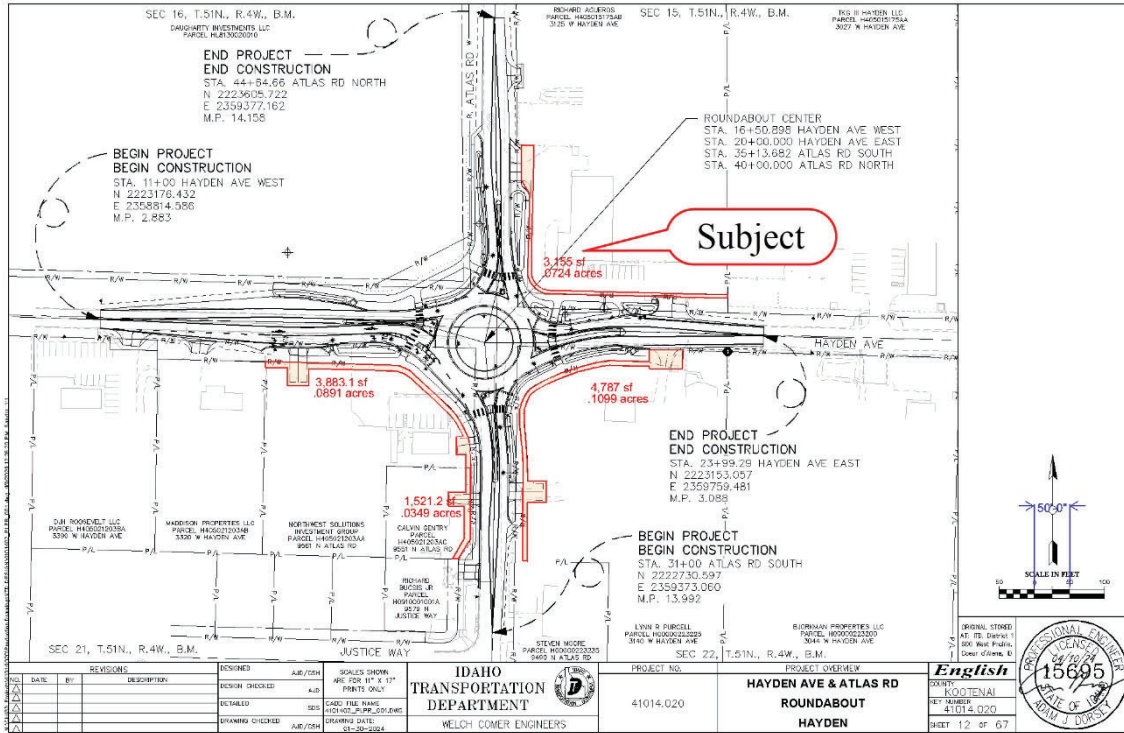
SCALE: 1"=60'



www.welchcomer.com 208-664-9382
 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
 Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT B – RIGHT OF WAY
 RICHARD AGUEROS
 PROPOSED RIGHT OF WAY
 H405015175AB

PROJECT NO.: 41014.020
 DESIGNED BY: MLH
 DRAWN BY: RVR
 DWG: 41014.020EX01.DWG
 DATE: 12/6/2023
 SHEET NO: 1 OF 2



NO.	DATE	BY	REVISIONS	DESIGNED	DESIGN CHECKED	DATE	BY	SCALE
1								
2								
3								
4								

DESIGNED	JUN/2014	SCALE	AS SHOWN
DESIGN CHECKED	AJS	SCALE	AS SHOWN
DETAILED		SCALE	AS SHOWN
DRAWING CHECKED	AJS/2014	SCALE	AS SHOWN

IDAHO
TRANSPORTATION
DEPARTMENT
 WELCH COMER ENGINEERS

PROJECT No. 41014.020

PROJECT OVERVIEW
HAYDEN AVE & ATLAS RD
ROUNDBOUT
HAYDEN

English
 COUNTY: KOOTENAI
 DIST. NUMBER: 41014.020
 SHEET 12 OF 67



- E. Approval of 2026 Richie's Dawg House Park Concessions Permit Application and Agreement



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: April 8, 2026

Agenda Item: Approval of the 2026 Richie's Dawg House Park Concessions Permit Application and Agreement

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends council approves the Parks Concessions Agreement & permit application with Richie's Dawg House.

Functional Impact of Authorizing

Approval the attached permit application and concessions agreement will allow concessions of hot dogs, ice cream, drinks, etc. to be sold during the Summer Concert Series and Hayden Movie Night on the dates listed in the attached Park Concessions Permit Application. The City has worked with Richie's Dawg House for three years. It was formerly known as Eric's Dawg House (Richie's grandfather) who worked with the City since at least 2010. No matter who has owned it, it has been a great concessionaire.

Functional Impact of Not Authorizing

Not approving means concessions would not be available to those attending concerts or movie night. Patrons enjoy being able to purchase concessions at the concerts and movie night – it's a great benefit to these events.

Fiscal Impact

There are no expenses expected with this contract, only revenue. The applicant pays \$30/day to sell concessions in the park.

Budget Funding Source/Transfer Request

Concessions Revenue GL# 110-740-44721

Attachments

Park Concessions Permit Application

Park Concessions Agreement with Richie's Dawg House

Richie's Dawg House Menu

PARKS CONCESSIONS AGREEMENT

AGREEMENT made between the City of Hayden, a political subdivision of the State of Idaho (hereinafter referred to as "CITY"), and **Richie's Dawg House, 3676 W Hwy 53, Rathdrum, ID 83858, richithomas204@gmail.com**, (hereinafter referred to as "CONCESSIONAIRE").

THE PARTIES AGREE AS FOLLOWS:

1. **CONCESSION LOT**: CITY allows CONCESSIONAIRE to set up a concession stand at a place designated at **McIntire Family Park** for the dates and times listed on the attached Park Concessionaire's Permit Application, inclusive, for the purpose of selling and dispensing food and other consumer products. CONCESSIONAIRE agrees to pay CITY the sum listed on the attached permit application. This right to set up a stand is not a lease and not subject to any landlord/tenant laws.
2. **SAFETY**: CONCESSIONAIRE agrees to provide appropriate chemical-type fire extinguisher(s), as required by the Northern Lakes Fire District Fire Marshall, and to comply with all reasonable orders of said Fire Marshall. CONCESSIONAIRE further agrees to sell only wholesome food and pure, honest goods at reasonable prices and that beverages will not be served in glass containers. CONCESSIONAIRE further agrees to comply with all state and local laws relating to activities in the park and the delivery of food.
3. **ALCOHOL PROHIBITED**: CONCESSIONAIRE agrees that no alcohol or alcoholic beverages will be sold by CONCESSIONAIRE or possessed or consumed within the Concession Stand at any time, or by CONCESSIONAIRE, its agents, employees and staff at any time while operating or manning the Concession Stand.
4. **PERMITS**: CONCESSIONAIRE agrees to obtain all necessary permits for a temporary restaurant pursuant to local laws, rules, and regulations and to submit to inspections by health officers and authorized representatives of Panhandle Health District, and to comply with all federal, State of Idaho, Health District, Idaho Department of Health and Welfare, City ordinances, rules, regulations, and policies. Any Health District permit must be conspicuously posted on the concession stand.
5. **MENU POSTING**: CONCESSIONAIRE shall post, in a conspicuous place, at the front entrance to said place of business, a sign showing the items available for sale and the price of each. This sign must be visible during all hours of operation.
6. **POWER AND WATER**: CONCESSIONAIRE shall be provided electrical power per the Park Concessions Permit Application. A request for power hook-up must be accompanied by a detailed listing of utility needs. The CITY reserves the right to limit power hook-ups based on the capacity of the existing facilities, the need for power elsewhere on the property, and access to electrical boxes. The CONCESSIONAIRE is granted access to the City's water source if necessary.
7. **PRODUCT LIST**: The CONCESSIONAIRE agrees to furnish a proposed list of products to be sold and the retail prices thereof with the signed copy of this Agreement, which list, upon approval of the City Administrator, shall be incorporated herein and become a part of this Agreement. The CITY reserves the right to approve/disapprove any or all items, and shall notify the CONCESSIONAIRE within 7 days of receipt of said list of said approval/disapproval. CONCESSIONAIRE agrees that any item not approved for sale in said product list shall not be offered for sale. Any subsequent addition to the approved product list must be approved in writing by the City Administrator.
8. **COMMUNITY RELATIONS**: CONCESSIONAIRE agrees that the CONCESSIONAIRE and CONCESSIONAIRE's agents and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.
9. **HOURS OF OPERATION**: CONCESSIONAIRE agrees that the concession stand will be manned at all times during the hours listed in the attached Park Concessions Permit Application.

10. FINANCIAL RECORDS: The CONCESSIONAIRE shall submit their financial records of the business to the City Clerk by no later than January 31 of each calendar year for the previous year's sales related to this agreement. At a minimum the records shall include:
 - a. Any and all information necessary to perform an audit, including payroll data; and,
 - b. Profit and loss information for Concessions operations.
11. ASSIGNMENT OF CONTRACT: This contract, or any part thereof, cannot be assigned or otherwise disposed of without the express written approval of the CITY. Allowing others to use any part of space herein granted is not permissible.
12. HOUSEKEEPING: CONCESSIONAIRE agrees to keep the Concessions area clean and attractive at all times. CONCESSIONAIRE agrees not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from the site and disposed of at CONCESSIONAIRE's expense.
13. NON-EXCLUSIVE: CONCESSIONAIRE understands and agrees that the CITY from time to time during the term of this agreement may allow other food and non-food concessions to operate in CITY parks as part of a special event sponsored or supported by the CITY. **During those special events, the CITY has the right to temporarily terminate the CONCESSIONAIRE'S right to operate concessions.**
14. WAIVER: CONCESSIONAIRE understands that during the term of this agreement, the CITY may be undertaking some modifications to the approach and entry of its parks which may interfere with CONCESSIONAIRE's operation or affect persons in the park. CONCESSIONAIRE specifically waives any claim as to lost profits or business while said repairs are undertaken.
15. INDEMNIFICATION: CONCESSIONAIRE agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONCESSIONAIRE, CONCESSIONAIRE's agents, employees, or representatives under this Agreement.
16. INSURANCE: CONCESSIONAIRE agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall include products liability coverage, in the minimum amount of \$1,000,000.00, which shall name and protect CONCESSIONAIRE, all CONCESSIONAIRE'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 CONCESSIONAIRE's acts. CONCESSIONAIRE shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided. Said certificate of insurance shall be furnished to the City **one week prior to the first day CONCESSIONAIRE starts operating its business in the park**. If said certificate is not furnished by that date, this Agreement shall be terminated without further notice to CONCESSIONAIRE and forfeiture of all fees.
17. WORKER'S COMPENSATION: CONCESSIONAIRE shall maintain in full force and effect worker's compensation for CONCESSIONAIRE and any agents, employees, and staff that the CONCESSIONAIRE may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.
18. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services and/or concessions herein under and the CONCESSIONAIRE shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the CONCESSIONAIRE 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.
19. 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.

- 20. 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.
- 21. TERMINATION: This Agreement may be terminated immediately by CITY for breach of this Agreement by CONCESSIONAIRE and either party may terminate this Agreement by providing 30 days written notice of termination to the other party.
- 22. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 23. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

DATED this 13th day of April, 2026.

CITY OF HAYDEN

CONCESSIONAIRE(S)

Alan Davis, Mayor

Richard Munn

ATTEST:

Abbi Sanchez, City Clerk

PARK CONCESSIONS PERMIT APPLICATION

Fee: \$30.00 per day

RECEIPT OF THIS APPLICATION DOES NOT IMPLY CONSENT

REFUND POLICY: LESS THAN ONE WEEK PRIOR TO RESERVED DATES=NO REFUND, MORE THAN ONE WEEK PRIOR TO RESERVED DATES=80% REFUND, CITY IS NOT RESPONSIBLE FOR INCLEMENT WEATHER=RESCHEDULE ONLY, NO REFUNDS.

Applicant Details

Name of Owner/Operator: Richie Thomas
 Address of Owner/Operator:
 Street: 3676 W HWY 53
 Mailing: 3676 W HWY 53
 City: Bathrum State ID Zip Code 83858
 Cell Phone: (208) 691-7575
 Email: richie.thomas204@gmail.com

<u>Date</u>	<u>Location</u>	<u>Hours</u>
<u>7-9</u>	<u>City Park</u>	<u>4-8pm</u>
<u>7-16</u>	<u>↓</u>	<u>↓</u>
<u>7-30</u>		
<u>8-6</u>		
<u>8-13</u>		
<u>8-20/21</u>		

If more space needed, please write on back of sheet.
Hours of Operation (See City Code 7-5-5H):

Type of Concessions (description or attach menu): Hotdogs & Icecream

Is Electricity Needed? Yes No If yes, \$20.00 per facility, per day. Number of Facilities: 1 No. of days? 7

RELEASE: VENDOR, by signing this application, releases and discharges the city of Hayden from any liability of any nature for any property damage or personal injury suffered by the undersigned on the city of Hayden premises, including personal injury and the theft, loss, injury or destruction of property of any kind from any cause. The term VENDOR shall include concessionaires, food vendors, craft booths and exhibitors.

INDEMNIFICATION: VENDOR agrees to indemnify, defend, and hold harmless the City of Hayden, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of VENDOR, VENDOR's agents, employees, or representatives under this Agreement.

VENDOR will adhere to all guidelines, mandates and orders established by the Governor, City, Panhandle Health District and CDC. Recognizing the possibility of injury or illness associated with the above-named program(s) and hereby releases, discharges and/or indemnifies the City of Hayden, its affiliated organizations, and sponsors, their employees and associated personnel, against any claim by or on behalf of the registrant as a result of participation in this activity and assume the risks associated with participation in this activity.

VENDOR acknowledges that there are many known and unknown dangers and risks associated with the use of the City's facilities, and grants a general release for VENDOR'S participants and for VENDOR, VENDOR'S heirs, executors, administrators and assigns, and VENDOR waives, remises and forever discharges and releases the City and any and all elected or appointed officials of the City, and all officers, employees, volunteers, agents, insurers and any and all other individuals or entities affiliated with such persons, from any and all claims, several or otherwise, which can or may ever be asserted as a result of any injuries, damages, or communicable diseases sustained by VENDOR or by VENDOR'S participants while being involved in this event and during said use of the facility, including coming to and going away from the site.

SALES TAX FORM: All participants are required to complete Idaho Sales Tax Declaration Form ST-124, a State of Idaho requirement.

FOOD VENDORS ONLY:

- **LIABILITY INSURANCE.** VENDOR agrees to provide \$1,000,000.00 in liability insurance and shall provide a certificate of liability insurance naming the City of Hayden as an additional insured.
- **HEALTH CERTIFICATE.** VENDORS operating a food concession shall possess a food service license from Panhandle Health District and post the certificate at the booth site.

SAFETY AND HOUSEKEEPING: VENDOR agrees to insure that all structures erected for the exhibition will be substantial in structure and neat in appearance. VENDOR further agrees to provide appropriate chemical type fire extinguisher(s), if required by the Fire Marshall, and to comply with all reasonable orders of said Fire Marshall. All decorations must be fireproof. VENDOR agrees to keep the concession area clean and attractive at all times and return it to CITY in a good and clean condition.

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

OVER→

FOOD:

- Regular Dog \$3
- Big Dog \$6
- German Sausage \$9
- Polish Sausage \$9
- Chili Dog \$11
- Corn Dog \$5
- Chili and Fritos \$5
- Chips \$2

ICE CREAM:

- Regular Cone \$5
- Waffle Cone \$8
- Milkshake \$8
- Rootbeer Float \$6

DRINKS:

- Water \$1
- Soda \$2

F. Approval of Pickleball Lessons Contractual Services Agreement with Tom Darzes



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: April 24, 2026

Agenda Item: 2026 Contractual Services Agreement with Tom Darzes for Pickleball Lessons

Agenda Item Location

Consent: 2026 Contractual Services Agreement with Tom Darzes for Pickleball Lessons

Functional Impact of Authorizing

Approving the agreement allows the City of Hayden to offer pickleball lessons for ages 16 & up, allowing the City another special interest class option.

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 teens and adults to participate in summer pickleball lessons 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:

Pickleball Lessons, GL# 110-740-44730

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 Pickleball Lessons Contractual Services Agreement with Tom Darzes

**HAYDEN RECREATION & COMMUNITY EVENTS DEPARTMENT
CONTRACTUAL SERVICES AGREEMENT**

This agreement of instruction between the city of Hayden, Idaho (City) and Tom Darzes (Contractor) whose address is 9323 N. Government Way, #262, Hayden, ID 83835, 208-784-3270, darzes@gmail.com

The Contractor will provide instruction for the following program: Pickleball Lessons & Other Programs as Agreed Upon

Location: McIntire Family Park

Schedule: Times, days and fees as mutually agreed upon by both parties

Minimum Enrollment: 4 Maximum Enrollment: 8

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

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

While the program is underway, Contractor will ensure the safety of the participants, that all city and Recreation 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.

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.

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' 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.

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.

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

If Contractor is unable to be at the assigned facility at the agreed time, Contractor will notify the program supervisor at the following phone number: (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.

CONTRACTOR'S SIGNATURE

CONTRACTOR'S PRINTED NAME

Date: _____

ALAN DAVIS, MAYOR

Date: _____

ATTEST:

Abbi Sanchez, City Clerk

G. Approval of SafeBuilt On-Call Building Plan Review and/or Inspection Contract



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: April 17, 2026

Agenda Item: SafeBuilt On-Call Building Plan Review and/or Inspection Contract

Agenda Item Location

Consent

Recommended Action or Motion

Staff recommend the City Council approve the SafeBuilt On-Call agreement.

Summary

In 2021, the City Council approved an on-call agreement with SafeBuilt for both building plan review and for building inspections. The city has utilized their services in only a few cases in the past to ensure a reasonable turnaround time for permit review. SafeBuilt is a company who would not replace existing staff but would be available should our permit volume exceed our ability to provide these services.

Fiscal Impact

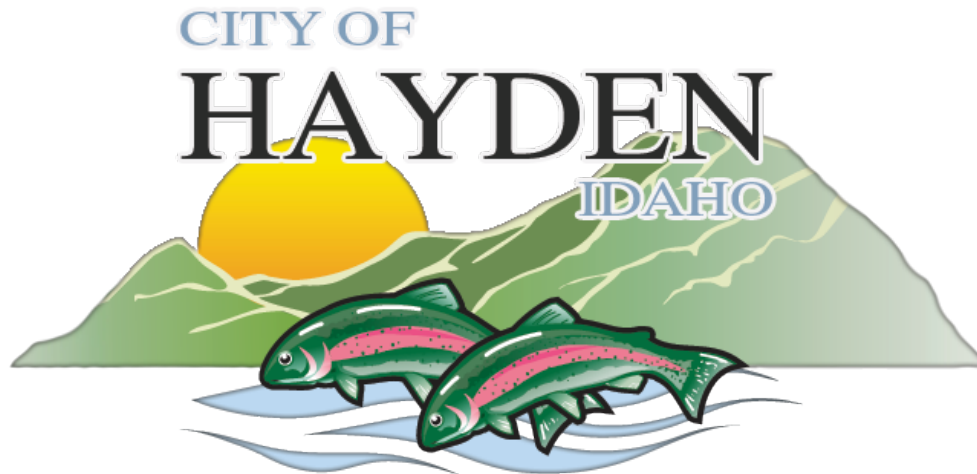
The fees associated with this review would come from a portion of those fees collected by the city for review and/or inspection.

Budget Funding Source / Transfer Request

110-349-53408

Attachment

SafeBuilt On-Call Contract



INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform plan review and inspection.

CONTRACTOR agrees to provide all materials and services for the project(s) in accordance with the attached written specifications and quotes.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the projects as per Attachment 1.

3. **COMPENSATION:** CONTRACTOR shall bill the Entity consistent with the approved billing rated as per Attachment 1 to this contract.

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2026.

ENTITY:
CITY OF HAYDEN


CONTRACTOR: SAFEBUILT
By: _____
Matthew K. Causley

By: _____
Mayor

Its: Chief Operating Officer _____

ATTEST:

Clerk

WITNESS: 

Form and content approved by the City Attorney for the City of Hayden on _____.

LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services (on-call as needed)

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Plumbing, and Mechanical Inspection Services (no Electrical or Plumbing)

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services (no Electrical or Plumbing)

- ✓ Provide plan review services electronically
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing

ATTACHMENT 1

- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and provide to Consultant electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections within twenty-four (24) business of receiving inspection request(s) from Municipality by 4:00pm, excluding holidays		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments & Subsequent</u>
	<ul style="list-style-type: none"> ✓ Residential within ✓ Tenant Improvements within ✓ Commercial within (up to \$2M in valuation) ✓ Commercial within (\$2M+ to \$5M in valuation) ✓ Commercial within (\$5M+ in valuation) ✓ Stand-alone permits <ul style="list-style-type: none"> • Mechanical 	<ul style="list-style-type: none"> 7 business days 10 business days 10 business days 15 business days 21 business days 7 business days 	<ul style="list-style-type: none"> 5 business days or less 7 business days or less 7 business days or less 10 business days or less 15 business days or less 5 business days or less

FEE SCHEDULE FOR SERVICES

4. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”). Such increases shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Building, Mechanical, Plumbing 	\$125.00 per hour – two (2) hour minimum**
Residential Plan Review Services: <ul style="list-style-type: none"> • Initial plan review • Up-to two (2) re-reviews 	90% of Municipal Plan Check Fee as established by ordinance or resolution## <ul style="list-style-type: none"> • Then the rate is \$125.00 per hr. w/ 1 hr. min. and also the same hourly rate for changes to previously approved plans by Consultant. • Projects with construction valuations of \$20k or less are at hourly plan review rate.
Commercial Plan Review Services: <ul style="list-style-type: none"> • Initial plan review • Up-to two (2) re-reviews 	70% of Municipal Plan Check Fee as established by ordinance or resolution## <ul style="list-style-type: none"> • Then the rate is \$125.00 per hr. w/ 1 hr. min. and also the same hourly rate for changes to previously approved plans by Consultant. • Projects with construction valuations of \$20k or less are at hourly plan review rate.
Additional/Other Plan Review Fees: Residential & Commercial: <ul style="list-style-type: none"> • After initial review & two (2) re-reviews • Projects with construction valuations of \$20k or less 	\$125.00 per hour – one (1) hour minimum

ATTACHMENT 1

<ul style="list-style-type: none"> • Other building plan reviews not listed, or changes to previously approved plans by city or Safebuilt. • Stand-alone mechanical or plumbing permits • Meetings of plans examiner outside of plan review % of fee plan review work. 	
Structural Engineering Plan Review	\$170.00 per hour – one (1) hour minimum
Building Official Services	\$165.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$145.00 per hour – two (2) hour minimum**
<p>**In addition to minimum hourly inspection rate, time tracked will include travel time from Consultant’s base location to Municipality or first inspection site up to two and a half (2.5) hours away. Time tracked will end when the Consultant completes the last scheduled inspection and leaves Municipality or last inspection back to Consultant’s base location up to two and a half (1.5) hours away. Overall tracked time will include all travel time between inspection sites, total roundtrip travels as described, along with all administrative work related to inspection support or reporting.</p>	
<p>##Use the latest Building Valuation Data Sheet published by the International Code Council to determine the project valuation by the building official’s/consultant’s determination. When a specific building type or occupancy is not noted in the valuation table, the building official/consultant is authorized to use the classification type noted in the table that most closely resembles the proposed type of building or determine a valuation type independently. The building official/consultant is authorized to use a contractor’s bid price estimate in instances other than new construction, provided such bid estimate lists all materials and included labor cost, excluding sales tax, for such project.</p>	
<p>The footnotes of b, c, and d found in the Building Valuation Data Sheet published by the International Code Council are not considered as part project valuations determined.</p>	
<p>For all consultants plan review work the city’s plan review fee is presumed to be sixty-five percent of the city’s established and adopted building permit fee. The city’s plan review fee is a separate fee from the city’s building permit fee and is in addition to the building permit fee. Consultants plan review fee(s) as prescribed above are subject to city’s plan review fee as prescribed here.</p>	

H. Approval of Contract Renewal with Western States CAT for Generator Maintenance



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 4-22-2026

Agenda Item: Contract Renewal with Western States CAT for Generator Maintenance

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommend the approval and authorization of the mayor to sign the renewal agreement from Western States CAT in the amount of, not to exceed without prior approval, \$32,272.85 a year for 3 years.

Functional Impact of Authorizing

The city currently has a maintenance agreement with Western States CAT to maintain all of our generators at our sewer lift stations. This agreement is to renew that agreement for another 3 years and add 3 new generators that have come online since the last agreement. Generators at H-6, Hayden North, and Hayden Canyon Lift Stations are now in operation and require semi-annual maintenance.

Functional Impact of Not Authorizing

If this is not approved, then we will not have a company that is maintaining our generators for our sewer lift stations.

Fiscal Impact

This agreement is included in the budget as R&M. It does not exceed the amount that was budgeted. Therefore, it does not impact the FY2026 Budget.

Budget Funding Source

GL 210-246 – Lift/Pump Station R&M.

Attachments

Renewal Agreement with Western States CAT.



STANDBY PREVENTIVE MAINTENANCE

CVA Program Enrollment Form

As a valued Customer of the Western States Equipment Company, the **CUSTOMER SUPPORT AGREEMENT**, herein referred to as "The Agreement" for new and used equipment is an important part of our continuing effort to provide electric power equipment owners with superior value and product support. This Agreement provides the owner reasonable assurance that the reliability and productivity of your equipment is maintained and unexpected repair cost is minimized. This Agreement allows you to do what you do best and focus on your core business while Western States provides expert product support services on your equipment. Additional customer benefits:

ADDITIONAL BENEFITS:

- ***PREDETERMINED COST:** No surprises - maintenance cost are guaranteed up front.
- ***FACTORY-TRAINED TECHNICIANS:** Experienced technicians that keep pace with advances in equipment technology.
- ***MAINTENANCE HISTORY & SCHEDULING:** Maintenance support staff utilize computerized scheduling & monitoring system.
- ***GUARANTEED QUALITY:** Cat diagnostic tools, fluids & filters assure consistent product quality and results.
- ***EPA COMPLIANCE:** Properly dispose of used fluids and filters in compliance with local & federal laws.
- ***SAVING:** Avoid overhead on maintenance vehicles, insurance or unemployment compensation; minimize costly downtime; repair before failure; Increase your productivity; extend your equipment life and get maximum performance and resale benefits.

Semi-Annual Agreement				
<input type="checkbox"/> New Agreement		<input checked="" type="checkbox"/> Renewal Agreement		<input type="checkbox"/> Revised Agreement
Company Name (Owner): City of Hayden		Account Number: 3753680		
Billing Address: 8930 N Government Way		City: Hayden	State: Id	ZIP: 83835
Customer Contact: Jeston Perez		Customer Phone Number: 208-340-1766		
Customer Email: jperez@cityofhaydenid.us		Customer Fax #:		
Purchase Order #:		Payment Method	<input type="checkbox"/> Prepay	<input type="checkbox"/> Scheduled Payment
			<input checked="" type="checkbox"/> Pay As You Go	
Invoice Customer Name:		Account Number:		
Address:		City:	State:	ZIP:
WSECO Sales Contact: Cody Jewett		Phone: 509-601-7037	Email: Cody.Jewett@wseco.com	
WSECO Service Contact: Laura Seidel		Phone: 509-532-3922	Email: Laura.Seidel@wseco.com	
Agreement Start Date:	Agreement End Date:	Term Years:	WSECO Store Name:	WSECO Store #
Nov-23	Oct-26	3	Liberty Lake	23
Special Instructions				
Exceptions and Recommendations	This agreement may be cancelled in writing 20 days prior to services being rendered.			
	Prices listed for services do not include taxes or environmental fees.			
	Prices do not include permits or electrician cost required by Washington State L&I.			
	Prices reflect normal business hours Monday through Friday unless otherwise stated.			
	Prices for coolant systems, load bank, battery replacement, etc. are to be performed during other scheduled PM Services			
	NFPA 110 recommends replacing the battery every 30 to 36 months.			
	OMM recommends servicing your cooling system: every three years for standard coolant and every six years for ELC.			
Terms & Conditions	Prices are per unit and per visit on all parts, labor, and travel.			
	A quote will be provided for any non CSA related repairs found during the maintenance visit.			
	<small>Terms and Conditions: Upon the (a) execution of this document, (b) your oral or physical acceptance of equipment, goods, or services to be performed as detailed in this document, or (c) receipt of equipment or goods, or commencement of services, as described herein, you consent and agree that the purchase of services, parts, or goods from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("Terms and Conditions"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, parts, or goods from Western States Equipment Company. By purchasing services, parts, or goods from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.</small>			

Customer Signature: _____

Date: _____

Internal Data

Western States Equipment Company Signature: _____

Date: _____

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW		
Woodland Med	Olympian	G125G1	NGG00102	125		
Site Address:		City:	State:	Zip Code:	WSECO Store #	
8021 W. Rude St		Hayden	Id	83835	23	
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$719.98		\$719.98		\$719.98	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$929.98	\$1,335.60	\$929.98	\$1,335.60	\$929.98	\$1,335.60
Total Per Year	\$929.98	\$2,265.58		\$2,265.58		\$1,335.60

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW		
H1-New	Onan	DQDAA	C130479617	250KW		
Site Address:		City:	State:	Zip Code:	WSECO Store #	
10789 N Atlas		Hayden	Id	83835	23	
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$1,028.03		\$1,028.03		\$1,028.03	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$1,238.03	\$1,335.60	\$1,238.03	\$1,335.60	\$1,238.03	\$1,335.60
Total Per Year	\$1,238.03	\$2,573.63		\$2,573.63		\$1,335.60

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW		
H2	Olympian	G150G1	NGJ00249	150		
Site Address:		City:	State:	Zip Code:	WSECO Store #	
10789 N Atlas		Hayden	Id	83835	23	
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$719.98		\$719.98		\$719.98	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$929.98	\$1,335.60	\$929.98	\$1,335.60	\$929.98	\$1,335.60
Total Per Year	\$929.98	\$2,265.58		\$2,265.58		\$1,335.60

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW		
Riley Place	Olympian	G35F35	NFS02481	35		
Site Address:		City:	State:	Zip Code:	WSECO Store #	
10781 N Atlas		Hayden	Id	83835	23	
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$697.41		\$697.41		\$697.41	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00

Total Per Visit	\$907.41	\$1,335.60	\$907.41	\$1,335.60	\$907.41	\$1,335.60
Total Per Year	\$907.41	\$2,243.01		\$2,243.01		\$1,335.60
Customer Equipment #:	Equipment Make:	Equipment Model:		Serial Number:		KW
Emerald Oaks	Olympian	G30F3S		NFS00420		30
Site Address:			City:	State:	Zip Code:	WSECO Store #
10789 n. Atlas			Hayden	Id	83835	23
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$697.41		\$697.41		\$697.41	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$907.41	\$1,335.60	\$907.41	\$1,335.60	\$907.41	\$1,335.60
Total Per Year	\$907.41	\$2,243.01		\$2,243.01		\$1,335.60
Customer Equipment #:	Equipment Make:	Equipment Model:		Serial Number:		KW
New Maple grove	Onan	35KW GGFB		C980713329		35
Site Address:			City:	State:	Zip Code:	WSECO Store #
11223 N Maple St.			Hayden	Id	83835	23
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$700.21		\$700.21		\$700.21	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$910.21	\$1,335.60	\$910.21	\$1,335.60	\$910.21	\$1,335.60
Total Per Year	\$910.21	\$2,245.81		\$2,245.81		\$1,335.60
Customer Equipment #:	Equipment Make:	Equipment Model:		Serial Number:		KW
Leisure Park	Olympian	G30F3		NFS00956		30
Site Address:			City:	State:	Zip Code:	WSECO Store #
10789 N Atlas			Hayden	Id	83835	23
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$697.41		\$697.41		\$697.41	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$907.41	\$1,335.60	\$907.41	\$1,335.60	\$907.41	\$1,335.60
Total Per Year	\$907.41	\$2,243.01		\$2,243.01		\$1,335.60
Customer Equipment #:	Equipment Make:	Equipment Model:		Serial Number:		KW
Moon Ridge	Olympian	G35F3S		NFS02613		35
Site Address:			City:	State:	Zip Code:	WSECO Store #
10789 N atlas			Hayden	Id	83835	23
Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$697.41		\$697.41		\$697.41	

Internal Data

Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$907.41	\$1,335.60	\$907.41	\$1,335.60	\$907.41	\$1,335.60
Total Per Year	\$907.41	\$2,243.01		\$2,243.01		\$1,335.60

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW
H5	Olympian	G125G1	NGT00188	125
Site Address:		City:	State:	Zip Code:
10789 N Atlas		Hayden	Id	83835
WSECO Store #				
23				

Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$719.98		\$719.98		\$719.98	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$929.98	\$1,335.60	\$929.98	\$1,335.60	\$929.98	\$1,335.60
Total Per Year	\$929.98	\$2,265.58		\$2,265.58		\$1,335.60

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW
Street Dept Shop	Olympian	G60F3	NGD00812	60
Site Address:		City:	State:	Zip Code:
191 E Honeysuckle Ave		Hayden	Id	83835
WSECO Store #				
23				

Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$697.00		\$697.00		\$697.00	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$907.00	\$1,335.60	\$907.00	\$1,335.60	\$907.00	\$1,335.60
Total Per Year	\$907.00	\$2,242.60		\$2,242.60		\$1,335.60

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW
H7	Caterpillar	DG50-2	T3700329	50
Site Address:		City:	State:	Zip Code:
		Hayden	Id	83835
WSECO Store #				
23				

Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$344.67		\$344.67		\$344.67
PM2-Engine Service & Inspect	\$709.98		\$709.98		\$709.98	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$919.98	\$1,338.67	\$919.98	\$1,338.67	\$919.98	\$1,338.67
Total Per Year	\$919.98	\$2,258.65		\$2,258.65		\$1,338.67

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW
Hayden Canyon	CAT	DG80-2	T3800336	80
Site Address:		City:	State:	Zip Code:
44 E Sandmyrtle Ave		Hayden	ID	83835
WSECO Store #				
23				

Service	2026	2027		2028		2029
	November	May	November	May	November	May
			Interdial Data			

PM1-Inspection & Oil Sample		\$344.67		\$344.67		\$344.67
PM2-Engine Service & Inspect	\$725.66		\$725.66		\$725.66	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$935.66	\$1,338.67	\$935.66	\$1,338.67	\$935.66	\$1,338.67
Total Per Year	\$935.66	\$2,274.33		\$2,274.33		\$1,338.67

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW
Hayden North	Taylor	TG60	TPS557654	60
Site Address:		City:	State:	Zip Code:
422 Bentz Rd		Hayden	ID	83835
WSECO Store #				
23				

Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect	\$704.30		\$704.30		\$704.30	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$914.30	\$1,335.60	\$914.30	\$1,335.60	\$914.30	\$1,335.60
Total Per Year	\$914.30	\$2,249.90		\$2,249.90		\$1,335.60

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW
H-6	CAT	D150GC	T9900698	150
Site Address:		City:	State:	Zip Code:
10073 N Ramsey Rd		Hayden	ID	83835
WSECO Store #				
23				

Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$344.67		\$344.67		\$344.67
PM2-Engine Service & Inspect			\$1,110.48		\$1,110.48	
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel		\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$0.00	\$1,338.67	\$1,320.48	\$1,338.67	\$1,320.48	\$1,338.67
Total Per Year	\$0.00	\$2,659.15		\$2,659.15		\$1,338.67

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW
City Hall	Generac	SG80	3017701470	80
Site Address:		City:	State:	Zip Code:
8930 N Government Way		Hayden	ID	83835
WSECO Store #				
23				

Service	2026	2027		2028		2029
	November	May	November	May	November	May
PM1-Inspection & Oil Sample		\$341.60		\$341.60		\$341.60
PM2-Engine Service & Inspect						
Load bank 2 hr		\$784.00		\$784.00		\$784.00
Travel		\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Total Per Visit	\$0.00	\$1,335.60	\$210.00	\$1,335.60	\$210.00	\$1,335.60
Total Per Year	\$0.00	\$1,545.60		\$1,545.60		\$1,335.60

AGREEMENT TOTALS						
SEMI ANNUAL TOTAL	\$12,244.76	\$18,707.61	\$13,565.24	\$18,707.61	\$13,565.24	\$18,707.61
YEARLY TOTAL	\$12,244.76	\$32,272.85		\$32,272.85		\$18,707.61

- I. Approval of Independent Contractor Agreement with Access Unlimited for Honeysuckle Boat Launch



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 4-22-2026

Agenda Item: Independent Contractor Agreement with Access Unlimited for Honeysuckle Beach

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommend the approval and authorization of the mayor to sign the independent contractor agreement with Access Unlimited in the amount of, not to exceed without prior approval, \$4,644.85.

Functional Impact of Authorizing

Honeysuckle Boat Launch has a security camera system to watch over the boat launch and restroom facilities. There are a couple of cameras that need to be replaced and a couple of cameras that require some maintenance done to them, so they operate properly. This agreement is to complete that work.

Functional Impact of Not Authorizing

If this is not approved, then we will not have our cameras at the Honeysuckle Boat Launch fixed or replaced.

Fiscal Impact

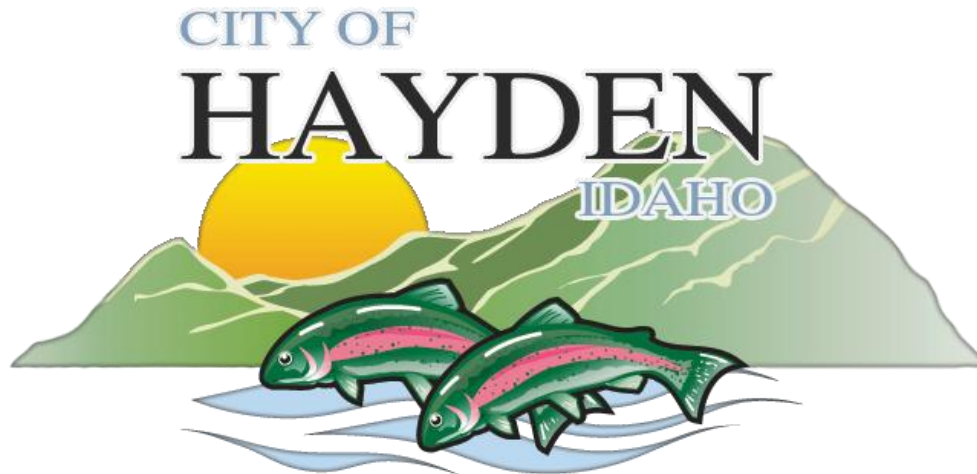
This agreement is not included in the FY2026 budget, but it does not exceed the amount that was budgeted. Therefore, it does not impact the FY2026 Budget.

Budget Funding Source

GL 112-241-54312 – Boat Launch Operation and Maintenance.

Attachments

Independent Contractor Agreement with Access Unlimited.



INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform the installation and repair of security cameras at Honeysuckle Boat Launch Facility as per Attachment 1.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project as specified in Attachment 1.
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$4,644.85 without prior approval by Council.
4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent CONTRACTOR of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.
5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property to the extent such is caused by the negligent acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

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

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

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

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

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

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

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

DATED this _____ day of April, 2026.

ENTITY:
CITY OF HAYDEN

By: _____
Mayor

ATTEST:

Clerk

CONTRACTOR: ACCESS UNLIMITED

By:  _____

Its: President _____

WITNESS:  _____

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

Invoicing Address:
City of Hayden, Accounts Payable
8930 N. Government Way
Hayden ID 83835
United States

City of Hayden
8930 N. Government Way
Hayden ID 83835
United States

Shipping Address:
City of Hayden
8930 N. Government Way
Hayden ID 83835
United States
☎ (208) 772-4411

Quotation # S08178

Quotation Date:
04/16/2026

Expiration:
05/16/2026

Salesperson:
Chad Eckberg

Scope of Work

- Scope of Work – Camera Modifications and Replacement
- Project Overview:
- This scope outlines the removal, relocation, and replacement of existing video surveillance equipment, along with investigation of a potential water intrusion issue.
- Work to be Performed:
 - Camera Removal
 - Remove and dispose of two (2) existing cameras located on the west side of the bathroom.
 - New Camera Installation
 - Furnish and install one (1) 270-degree camera on the southeast corner of the building.
 - Install a parapet mount to properly support and position the new camera.
 - Reuse existing camera cabling for the new installation, verifying integrity and functionality prior to connection.
 - Camera Replacement
 - Replace the existing dome camera located on the northwest side with a new dome camera.
 - Ensure proper alignment, focus, and integration into the existing video management system.
 - Water Intrusion Investigation
 - Inspect the northwest camera location for signs of water intrusion.
 - Report findings to the owner or general contractor.
 - Note: Repair of any identified leak is excluded from this scope unless otherwise directed.
- Exclusions:
 - Repair of water leaks or building envelope deficiencies.
 - New cabling or conduit installation beyond reuse of existing cable.
 - Patching, painting, or finish repairs unless specifically noted.

(509) 241-0563 | accounting@ausecurity.net | sales@ausecurity.net | service@ausecurity.net | ausecurity.net

Description

Wisenet P series network vandal outdoor Multi-Directional camera [AI ON] 4CH x 8MP @ 15FPS / [AI OFF] 4CH x 8MP @ 20FPS, Motorized Varifocal Lens with PTRZ function

Parapet Mount Accessory, compatible with all full size outdoor PTZs and all caps, White

Cap Adapter for PNM-9084RQZ(1), PNM-9085RQZ(1)

Project Labor

Replace cover and add cover

Weather cap compatible with: PNM-9031RV / PNM-9022V

Project Labor

COVER-OPTICAL_HC;DOME-INDOOR-PTZ

Subtotal \$ 657.00

Untaxed Amount	\$ 4,644.85
Sales Tax Exempt	\$ 0.00
Total	\$ 4,644.85

Please submit all purchase orders to orders@ausecurity.net

Contract Terms & Conditions Agreement

This Agreement shall commence on the "Estimate Date" stated above and shall remain in effect until all obligations under this Agreement have been completed. All Clients agree to the following terms:

Firm Fixed Price (FFP) Terms

All pricing in this Sales Order is based on a Firm Fixed Price (FFP) model. The total contract amount is determined by the defined Scope of Work and is not subject to adjustment based on time, materials, or hours worked. Any labor hours listed are for internal planning reference only and do not impact the fixed price.

If the Scope of Work is modified, expanded, or otherwise changed, such changes must be documented in a written change order approved by both parties. Any approved changes may result in an adjustment to the fixed price and/or delivery schedule.

Expenses

(509) 241-0563 | accounting@ausecurity.net | sales@ausecurity.net | service@ausecurity.net | ausecurity.net

Reasonable and necessary business and travel expenses incurred by Access Unlimited & Security, Inc. shall be reimbursed by Client upon submission of expense reports with backup documentation, except that no travel expenses shall apply for assignments within a 10-mile radius of downtown Spokane, Washington. All expenses over \$50 and associated travel plans must be approved in advance by Client.

Payment

Access Unlimited & Security, Inc. shall provide detailed invoices and maintain supporting documentation for one year. Client shall make full payment within fifteen (15) days of invoice. Invoices not paid by the 30th day are considered delinquent and subject to a 1% monthly finance charge (12% per annum). Returned checks are subject to a \$30.00 fee. If legal action is required to collect unpaid amounts, Client shall be responsible for all costs of collection, including reasonable attorney's fees. All amounts are in U.S. Dollars.

Warranties

Access Unlimited & Security, Inc. represents and warrants that:

1. It has the experience and ability to perform the services required under this Agreement;
2. It will perform such services in a professional, competent, and timely manner;
3. Its performance will not infringe upon or violate the rights of any third party or applicable laws.

Access Unlimited & Security, Inc. shall retain exclusive discretion over the general procedures and formats used in the delivery of services.

Confidentiality

Access Unlimited & Security, Inc. acknowledges that this Agreement creates a confidential relationship with the Client. Information concerning the Client's business affairs, customers, vendors, finances, operations, technology, or other proprietary matters (collectively, "Confidential Information") shall be treated as confidential.

Confidential Information does not include information that (i) was publicly known at the time of disclosure, (ii) becomes public through no fault of Access Unlimited & Security, Inc., (iii) was rightfully received from another source without restriction, or (iv) is required by law to be disclosed.

Non-Disclosure

Access Unlimited & Security, Inc. agrees that it will not disclose any Confidential Information to third parties without Client's consent, and shall bind its employees and subcontractors to this same obligation. Upon termination of this Agreement, and if requested by Client, all confidential materials in Access Unlimited & Security, Inc.'s possession shall be returned.

Access Unlimited & Security, Inc. shall not be liable for damages arising from inadvertent or accidental disclosures unless caused by gross negligence or willful misconduct.

Ownership of Work Product

All work product created in connection with this Agreement shall remain the exclusive property of the Client upon full payment of all fees due. Access Unlimited & Security, Inc. shall not sell, transfer, disclose, or otherwise make the work product available to any third party without prior written consent from the Client.

Governing Law and Venue

This Agreement shall be governed by the laws of the State of Washington. Venue shall lie, at the election of Access Unlimited & Security, Inc., in Spokane County Superior Court, Washington. Client consents to jurisdiction in Washington for any matters arising from this Agreement or its enforcement.

Lawful Use of Services

Client agrees to use all services provided under this Agreement solely for lawful purposes. Any illegal use shall constitute a breach of this Agreement and may result in immediate termination, with forfeiture of all fees paid.

Termination and Cancellation

Client may terminate this Agreement for any reason with thirty (30) days' written notice. Upon termination, Client shall remain responsible for all costs and work performed through the effective termination date.

Client's cancellation at any time shall result in forfeiture of any deposit paid.

Entire Agreement

This Agreement contains the full understanding between the parties and may only be amended by a written agreement signed by both parties.

Additional Terms

100% of hardware costs are due upon signing. The balance of the contract is due upon completion. Down payments are calculated based on the estimated value of work to be performed.

Authorized Signatures

BY: _____ DATE: _____

NAME (Print):

TITLE: _____



Access Unlimited and Security
2615 N Cincinnati St STE 101
Spokane WA, 99207

SIGNATURE: _____

Payment Terms

Payment is due within 30 days from the date of the invoice. Check, cash, credit card, and debit card payments are accepted. However, there will be a 3% surcharge fee for all credit card and debit card payments.

Accounts past due are subject to a service charge fee of 1% per month.

Report any discrepancies immediately.

Please reference invoice number during payment.

J. Approval of Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 04/28/2026 - 04/28/2026

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
04/17/2026 00051476	ACI NORTHWEST INC REFUND-PAYMENT MADE TO CANCELLED PERMIT 110-320-22813	04/17/2026 dcollins Res Mech Processing Fee	04/13/2026	86.00 86.00	86.00	Open	N 04/28/2026 40.00
19ND-P9YP-DKX3 00051355	AMAZON CAPITAL SERVICES, INC. CARHARTT T-SHIRTS 110-541-56403 110-531-56403	l1afleur UNIFORM ALLOWANCE UNIFORM ALLOWANCE	04/07/2026 04/28/2026	1,162.00 723.45 438.55	1,162.00	Open	N 04/28/2026 723.45 438.55
1XKY-CPRJ-T7CN 00051417	AMAZON CAPITAL SERVICES, INC. ACOUSTIC SOUND PROOFING, ACOUSTIC PANELS 110-301-57602	l1afleur DEPARTMENT RECOGNITION	04/02/2026 04/28/2026	120.49 120.49	120.49	Open	N 04/28/2026 120.49
1CWT-T93J-7RHW 00051430	AMAZON CAPITAL SERVICES, INC. TRUCK BED MAT 210-241-54207 110-350-54208	l1afleur 2026 GMC SIERRA 1500 PRO 2026 GMC SIERRA 1500 PRO	04/14/2026 04/28/2026	199.90 99.95 99.95	199.90	Open	N 04/28/2026 99.95 99.95
1WDF-7NHK-LPWF 00051431	AMAZON CAPITAL SERVICES, INC. MENS CARHARTT T SHIRTS 110-541-56403	l1afleur UNIFORM ALLOWANCE	04/13/2026 04/28/2026	83.96 83.96	83.96	Open	N 04/28/2026 83.96
14VN-T6JX-LYDF 00051432	AMAZON CAPITAL SERVICES, INC. MENS CARHARTT T SHIRTS 110-531-56403	l1afleur UNIFORM ALLOWANCE	04/13/2026 04/28/2026	48.66 48.66	48.66	Open	N 04/28/2026 48.66
1JYP-NDMJ-QHF6 00051468	AMAZON CAPITAL SERVICES, INC. CARD STOCK FOR VETS 110-111-58008 110-711-56105	l1afleur VETERANS COMMISSION PROGRAM EQUIPMENT/SUPPLIES	04/13/2026 04/28/2026	40.47 26.98 13.49	40.47	Open	N 04/28/2026 26.98 13.49
14R4-4F9N-FVK9 00051487	AMAZON CAPITAL SERVICES, INC. HP INK CARTRIDGE, 110-211-56102	l1afleur PLOTTER SUPPLIES	04/20/2026 04/28/2026	110.00 110.00	110.00	Open	N 04/28/2026 110.00

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Inventory					Units	Quantity	
173P-WD4H-GHJF 00051488	AMAZON CAPITAL SERVICES, INC. HP INK 110-211-56102	04/17/2026 llafleur PLOTTER SUPPLIES	04/28/2026	241.80 241.80	241.80	Open	N 04/28/2026 241.80
1RQK-GWQM-1FCT 00051489	AMAZON CAPITAL SERVICES, INC. FILING CABINET 110-711-56101	04/13/2026 llafleur OFFICE SUPPLIES	04/28/2026	77.99 77.99	77.99	Open	N 04/28/2026 77.99
1NPJ-1D63-1FFY 00051495	AMAZON CAPITAL SERVICES, INC. MESH LETTER WALL FILE, AIMOH #9 110-211-56101	04/20/2026 llafleur OFFICE SUPPLIES	04/28/2026	50.86 50.86	50.86	Open	N 04/28/2026 50.86
14DR-6XY7-63LW 00051496	AMAZON CAPITAL SERVICES, INC. CREDIT FOR INCORRECT ENVELOPES 110-211-56101	04/20/2026 llafleur OFFICE SUPPLIES	04/28/2026	(23.79) (23.79)	(23.79)	Open	N 04/28/2026 (23.79)
14641 00051457	ARCHITECTS WEST, INC. MCINTIRE PARK MASTER PLAN MARCH 1, 2026- 121-113-59332	04/15/2026 llafleur MCINTIRE PARK	04/28/2026	6,976.50 6,976.50	6,976.50	Open	N 04/28/2026 6,976.50
S27065 00051475	ARROW CONSTRUCTION SUPPLY, LLC CHAPIN STEEL SPRAYER-ASPHALT WORK 110-532-54304	04/16/2026 llafleur ROAD & PARKING LOT MAINTENANCE	04/28/2026	148.00 148.00	148.00	Open	N 04/28/2026 148.00
287294661101X03 00051433	AT&T MOBILITY LLC 4 MIFI DEVICES FEB 21, 26-MAR 20,26 110-813-56600	03/20/2026 llafleur EMERGENCY PREPAREDNESS	04/28/2026	158.10 158.10	158.10	open	N 04/28/2026 158.10
60681 00051447	AUTOCENTER CDA LLC #18 WHEEL ALIGNMENT 110-533-54018	04/10/2026 llafleur 2008 FORD F250 4X4 PICKUP R&M	04/28/2026	120.00 120.00	120.00	open	N 04/28/2026 120.00

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60136 00051466	AUTOCENTER CDA LLC DIAGNOSTIC 110-533-54018	04/16/2026 llafleur 2008 FORD F250 4X4 PICKUP R&M	04/28/2026	74.50 74.50	74.50	Open 1.00	N 04/28/2026 74.50
040815 00051448	BLUEJAY INDUSTRIAL INC. TIEDOWN SET 110-541-57702	04/10/2026 llafleur TOOLS & SMALL EQUIPMENT	04/28/2026	70.23 70.23	70.23	Open 1.00	N 04/28/2026 70.23
167017 00051479	BS&A SOFTWARE SERVICE FEE FOR ONLINE PERMIT APPLICATIO 110-211-55901	04/16/2026 llafleur BANKING FEES & CHARGES	04/28/2026	458.00 458.00	458.00	Open 1.00	N 04/28/2026 458.00
2022-1899 00051434	CDA SPRINKLER AND BACKFLOW, LLC CROFFOOT PARK-BACKFLOW AND TAG 110-541-54300	04/13/2026 llafleur BUILDINGS & GROUNDS	04/28/2026	98.20 98.20	98.20	Open 1.00	N 04/28/2026 98.20
APRIL 2026 PAYM 00051507	CHAPMAN FINANCIAL SERVICES PAYMENT FOR 000-102112-002/DOUGLAS WEBB 210-250-24999	04/21/2026 dcollins SUSPENSE	04/28/2026	289.00 289.00	289.00	Open 1.00	N 04/28/2026 289.00
189562701041426 00051486	CHARTER COMMUNICATIONS DIGITAL ADAPTOR MONTHLY CHARGE 110-211-55300	04/14/2026 llafleur COMMUNICATIONS/PHONES	04/28/2026	8.34 8.34	8.34	Open 1.00	N 04/28/2026 8.34
CL57850 00051474	CITYSERVICEVALCON, LLC FUEL 110-542-54001 110-533-54001 110-512-54001 110-712-54001 110-350-54001 210-241-54001	04/10/2026 dcollins VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL	04/28/2026	4,807.90 1,199.44 3,174.54 69.54 63.99 271.04 29.35	4,807.90	open 1.00 1.00 1.00 1.00 1.00 1.00	N 04/28/2026 1,199.44 3,174.54 69.54 63.99 271.04 29.35

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114155 00051508	COEUR D'ALENE PAVING INC HOT MIX ASPHALT-53/TICKET # 145509 & 145 1lafleur 110-532-54304	04/16/2026 ROAD & PARKING LOT MAINTENANCE	04/28/2026	151.20 151.20	151.20	Open	N 04/28/2026 151.20
5012882117.001 00051435	CONSOLIDATED SUPPLY CORP. 3.5 GAL WATER SAVER REPAIR KIT 110-541-54321	04/10/2026 1lafleur PARKS-BUILDINGS	04/28/2026	54.75 54.75	54.75	Open	N 04/28/2026 54.75
848137424004040 00051492	CSC E-RECORDING FEES 110-211-55401	04/02/2026 dcollins ADVERTISING, PUBLISHING, RECORDING	04/06/2026	30.00 30.00	30.00	Open	N 04/06/2026 30.00
848137424004041 00051493	CSC E-RECORDING FEES 110-211-55401	04/15/2026 dcollins ADVERTISING, PUBLISHING, RECORDING	04/17/2026	16.00 16.00	16.00	Open	N 04/17/2026 16.00
848137424004040 00051494	CSC E-RECORDING FEES 110-211-55401	04/03/2026 dcollins ADVERTISING, PUBLISHING, RECORDING	04/17/2026	(14.00) (14.00)	(14.00)	Open	N 04/17/2026 (14.00)
221266 00051464	ELAM & BURKE - ATTORNEYS AT LAW HAYDEN URBAN RENEWAL PLAN 110-211-53102	03/31/2026 dcollins CIVIL LEGAL SERVICES	04/28/2026	105.74 105.74	105.74	Open	N 04/28/2026 105.74
5376187 00051509	EMPLOYEE BENEFITS CORPORATION FSA/COBRA ADMIN FEE 110-211-52102	04/15/2026 dcollins ADMIN COSTS FSA/HRA/COBRA	04/28/2026	136.00 136.00	136.00	Open	N 04/28/2026 136.00
IDCOE233892 00051458	FASTENAL 3/16x7/8 STHPDA, CROFFOOT BATHROOMS 110-541-54321	04/14/2026 1lafleur PARKS-BUILDINGS	04/28/2026	1.85 1.85	1.85	Open	N 04/28/2026 1.85

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41738995 00051423	GREATAMERICA FINANCIAL SERVICES COPIER LEASE 46 OF 63 110-291-53401	04/13/2026 llafleur COPIER LEASE PRINCIPAL	04/28/2026	1,318.35 1,318.35	1,318.35	Open	N 04/28/2026 1,318.35
555064 00051463	HAWLEY TROXELL ENNIS & HAWLEY LLP BOND COUNSEL FOR WASTEWATER PROJECT THRO 210-241-53102	04/10/2026 llafleur CIVIL LEGAL SERVICES	04/28/2026	5,162.00 5,162.00	5,162.00	Open	N 04/28/2026 5,162.00
1426460 00051405	HAYDEN ACE HARDWARE LED UTILITY LIGHT 2 LAMP 110-531-57702	03/16/2026 llafleur TOOLS & SMALL EQUIPMENT	04/28/2026	19.13 19.13	19.13	Open	N 04/28/2026 19.13
1426650 00051406	HAYDEN ACE HARDWARE ODOR ELIMTR, 14-1/2" NAT 100PK 110-541-56101	03/17/2026 llafleur PARKS SHOP SUPPLIES	04/28/2026	26.97 26.97	26.97	Open	N 04/28/2026 26.97
1426877 00051407	HAYDEN ACE HARDWARE QILTED WELD CAP, MISC HARDWARE, 110-532-54306	03/18/2026 llafleur DEICERS SNOW REMOVAL	04/28/2026	27.37 27.37	27.37	Open	N 04/28/2026 27.37
1426991 00051408	HAYDEN ACE HARDWARE KEY SCHLAGE, PW OFFICE 110-811-54301-3221	03/18/2026 llafleur BUILDING MAINT & REPAIR	04/28/2026	6.72 6.72	6.72	Open	N 04/28/2026 6.72
1427370 00051409	HAYDEN ACE HARDWARE WSTBSKT STEPON 8.25 GAL 110-541-56101	03/20/2026 llafleur PARKS SHOP SUPPLIES	04/28/2026	56.34 56.34	56.34	open	N 04/28/2026 56.34
1428988 00051410	HAYDEN ACE HARDWARE STRIPING PT DARK BLUE SB x2 110-541-56101	03/26/2026 llafleur PARKS SHOP SUPPLIES	04/28/2026	13.60 13.60	13.60	open	N 04/28/2026 13.60

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Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
1429009 00051411	HAYDEN ACE HARDWARE TRASH CAN 32 GAL RED 110-541-57702	03/26/2026 llafleur	04/28/2026	26.99	26.99	Open	N 04/28/2026
		TOOLS & SMALL EQUIPMENT		26.99		1.00	26.99
1433297 00051412	HAYDEN ACE HARDWARE SIMPLE GREEN, QUICK RING BUCKET, TWIST M 110-541-56103	04/10/2026 llafleur	04/28/2026	124.68	124.68	Open	N 04/28/2026
		OPERATING SUPPLIES		124.68		1.00	124.68
1434269 00051418	HAYDEN ACE HARDWARE STEEL WOOL#2,#3, #4 12PK EA, SCREWS 110-512-54011	04/13/2026 llafleur	04/28/2026	10.53	10.53	Open	N 04/28/2026
		2006 DODGE RAM PICKUP 1500 R&M		10.53		1.00	10.53
1434305 00051419	HAYDEN ACE HARDWARE 100 FT HOSE, SCOUR PAD 110-541-54300	04/13/2026 llafleur	04/28/2026	50.00	50.00	Open	N 04/28/2026
		BUILDINGS & GROUNDS		50.00		1.00	50.00
1428575 00051422	HAYDEN ACE HARDWARE RED 32 GAL TRASH CAN x3, GREEN 32 GAL TR 110-711-56105	03/24/2026 llafleur	04/28/2026	107.96	107.96	Open	N 04/28/2026
		PROGRAM EQUIPMENT/SUPPLIES		107.96		1.00	107.96
1434577 00051428	HAYDEN ACE HARDWARE PLASTIC COVER, 9V BATTERIES, 1G VERT GFC 110-541-56101	04/14/2026 llafleur	04/28/2026	24.83	24.83	Open	N 04/28/2026
		PARKS SHOP SUPPLIES		24.83		1.00	24.83
1434596 00051429	HAYDEN ACE HARDWARE SHOP SUPPLIES 110-541-56101	04/14/2026 llafleur	04/28/2026	6.08	6.08	open	N 04/28/2026
		PARKS SHOP SUPPLIES		6.08		1.00	6.08
1434919 00051455	HAYDEN ACE HARDWARE WHITE PAINT MARKER 110-541-56103	04/15/2026 llafleur	04/28/2026	3.92	3.92	open	N 04/28/2026
		OPERATING SUPPLIES		3.92		1.00	3.92

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1434938 00051456	HAYDEN ACE HARDWARE CHUCK KEY 4 IN 1 110-541-57702	04/15/2026 llafleur TOOLS & SMALL EQUIPMENT	04/28/2026	7.89 7.89	7.89	Open	N 04/28/2026 7.89
1435246 00051465	HAYDEN ACE HARDWARE AIR FILTER 110-541-56101	04/16/2026 llafleur PARKS SHOP SUPPLIES	04/28/2026	13.44 13.44	13.44	Open	N 04/28/2026 13.44
1437434 00051518	HAYDEN ACE HARDWARE LED UTILITY LIGHT 2 LAMP 110-533-54036	04/22/2026 llafleur 2024 FORD F550 TRUCK R&M	04/28/2026	19.13 19.13	19.13	Open	N 04/28/2026 19.13
1437611 00051519	HAYDEN ACE HARDWARE 2 CYCLE OIL X4 110-541-56101	04/23/2026 llafleur PARKS SHOP SUPPLIES	04/28/2026	9.28 9.28	9.28	Open	N 04/28/2026 9.28
04-139582 00051449	HAYDEN SUPER 1 FOODS READER BOARD BATTERIES 110-533-54042	04/13/2026 llafleur 2017 WANCO VAR MSG SIGN (1) R&M	04/28/2026	50.10 50.10	50.10	Open	N 04/28/2026 50.10
04-134605 00051471	HAYDEN SUPER 1 FOODS 1ST DAY SOCCER STAFF SUPPLIES 110-711-56105	04/11/2026 llafleur PROGRAM EQUIPMENT/SUPPLIES	04/28/2026	15.96 15.96	15.96	Open	N 04/28/2026 15.96
169556495 00051437	HELENA AGRI-ENTERPRISES, LLC ROUNDUP, CONFRONT, GROUNDED W 110-541-56502	03/27/2026 llafleur FERTILIZER & WEED CONTROL	04/28/2026	4,032.70 4,032.70	4,032.70	open	N 04/28/2026 4,032.70
2S251498 00051427	HORIZON DISTRIBUTORS INC. K-RAIN ROTOR/SNOW PLOW DAMAGE REPAIR 110-532-54306	04/07/2026 llafleur SNOW REMOVAL	04/28/2026	68.37 68.37	68.37	open	N 04/28/2026 68.37

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2S251839 00051452	HORIZON DISTRIBUTORS INC. MARKING PAINT, IRRIGATION SUPPLIES 110-811-54301-3221 110-541-56101	04/09/2026 llafleur	04/28/2026	162.56	162.56	Open	N 04/28/2026
		BUILDING MAINT & REPAIR		89.61		1.00	89.61
		PARKS SHOP SUPPLIES		72.95		1.00	72.95
2S251821 00051453	HORIZON DISTRIBUTORS INC. IRRIGATION SUPPLIES 110-811-54301-3221	04/09/2026 llafleur	04/28/2026	60.42	60.42	Open	N 04/28/2026
		BUILDING MAINT & REPAIR		60.42		1.00	60.42
2S252162 00051498	HORIZON DISTRIBUTORS INC. PVC CAP, HOSE WASHER-DOG PARK 110-541-54323	04/14/2026 llafleur	04/28/2026	12.87	12.87	Open	N 04/28/2026
		PARKS-IRRIGATION		12.87		1.00	12.87
INV-00495320 00051420	INTERMAX NETWORKS PW SHOP PHONE SERVICE 110-511-55300	04/12/2026 llafleur	04/28/2026	227.66	227.66	Open	N 04/28/2026
		PHONE/INTERNET/COMMUNICATIONS		227.66		1.00	227.66
22462 00051491	INTERMOUNTAIN SIGN & SAFETY INC. 30x30 "NO OUTLET" SIGN 110-532-54308	04/17/2026 llafleur	04/28/2026	88.00	88.00	Open	N 04/28/2026
		STREET SIGN MAINTENANCE		88.00		1.00	88.00
2026-00000043 00051454	KOOTENAI COUNTY INMATE HOUSING - MARCH 2026 110-252-59002	04/06/2026 llafleur	04/28/2026	70.00	70.00	Open	N 04/28/2026
		KOOTENAI COUNTY JAIL SVCS		70.00		1.00	70.00
10-88291.00 03/ 00051473	KOOTENAI COUNTY SOLID WASTE PUBLIC WORKS 110-811-54103	04/15/2026 llafleur	04/28/2026	492.80	492.80	Open	N 04/28/2026
		UTILITIES - STREETS		492.80		1.00	492.80
10-80583.00 3/2 00051480	KOOTENAI COUNTY SOLID WASTE FINUCANE PARK DUMPSTER 110-811-54104	04/15/2026 llafleur	04/28/2026	246.40	246.40	Open	N 04/28/2026
		UTILITIES - PARKS		246.40		1.00	246.40

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10-80582.00 3/2 00051481	KOOTENAI COUNTY SOLID WASTE CITY HALL 110-811-54102	04/15/2026 llafleur	04/28/2026	206.50	206.50	Open	N 04/28/2026
		UTILITIES - CITY HALL		206.50		1.00	206.50
10-84982.00 3/2 00051482	KOOTENAI COUNTY SOLID WASTE PW DUMPSTER 110-811-54104	04/15/2026 llafleur	04/28/2026	415.80	415.80	Open	N 04/28/2026
		UTILITIES - PARKS		415.80		1.00	415.80
10-84587.00 3/2 00051483	KOOTENAI COUNTY SOLID WASTE CROOFOOT PARK DUMPSTER 110-811-54104	04/15/2026 llafleur	04/28/2026	554.40	554.40	Open	N 04/28/2026
		UTILITIES - PARKS		554.40		1.00	554.40
10-80581.00 3/2 00051484	KOOTENAI COUNTY SOLID WASTE HONEYSUCKLE BEACH DUMPSTER 110-811-54104	04/15/2026 llafleur	04/28/2026	554.40	554.40	Open	N 04/28/2026
		UTILITIES - PARKS		554.40		1.00	554.40
10-30143.00 3/2 00051516	KOOTENAI COUNTY SOLID WASTE CITY OF HAYDEN DUMPSTER-GENERAL 110-541-54300 110-532-54307	04/15/2026 llafleur	04/28/2026	307.70	307.70	Open	N 04/28/2026
		REFUSE BUILDINGS & GROUNDS		300.03		1.00	300.03
		HAZARDOUS MATERIAL DISPOSAL		7.67		1.00	7.67
KT-506417 00051523	KOOTENAI COUNTY TITLE COMPANY SETTLEMENT STATEMENT: 8928 N RAMSEY RD 120-112-59227-7721	04/24/2026 dcollins	04/28/2026	278,398.00	278,398.00	Open	N 04/28/2026
		HONEYSUCKLE/RAMSEY ROW ACQ		278,398.00		1.00	278,398.00
165414-1 00051421	LAKE CITY RENTAL EQUIPMENT PROPANE 7.9 GAL 110-531-54420	04/10/2026 llafleur	04/28/2026	22.83	22.83	Open	N 04/28/2026
		EQUIPMENT & VEHICLE RENTAL		22.83		1.00	22.83
0000167050 00051451	MIKE UEMOTO PURCHASE 2 SETS OF BOAT TICKETS 112-321-44710	04/03/2026 llafleur	04/28/2026	40.00	40.00	Open	N 04/28/2026
		BOAT LAUNCH PERMITS		40.00		1.00	40.00

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111226 00051404	MIKE WHITE FORD OF COEUR D'ALENE SENSOR ASY 210-241-54054	03/17/2026 llafleur	04/28/2026	181.09	181.09	Open	N 04/28/2026
	2023 FORD TRANSIT (SEWER CAMERA VAN)			181.09		1.00	181.09
546158 00051413	NAPA AUTO PARTS HEAT SHRINK TUBING, PRIMARY WIRE 110-533-54039	01/27/2026 llafleur	04/28/2026	42.26	42.26	Open	N 04/28/2026
	2023 GMC SIERRA 3500 CREW CAB R&M			42.26		1.00	42.26
558306 00051442	NAPA AUTO PARTS BLADE 20 IN, #5 110-533-54005	04/13/2026 llafleur	04/28/2026	10.36	10.36	Open	N 04/28/2026
	2008 FORD F350 SIGN UTILITY TRUCK R&M			10.36		1.00	10.36
557697 00051443	NAPA AUTO PARTS PERFORMANCE TOOL, #11 110-512-54011	04/09/2026 llafleur	04/28/2026	64.65	64.65	Open	N 04/28/2026
	2006 DODGE RAM PICKUP 1500 R&M			64.65		1.00	64.65
557527 00051444	NAPA AUTO PARTS OIL FILTER, ATF, 5W30, TRANS FILTER, #11 110-512-54011	04/08/2026 llafleur	04/28/2026	176.79	176.79	Open	N 04/28/2026
	2006 DODGE RAM PICKUP 1500 R&M			176.79		1.00	176.79
558227 00051445	NAPA AUTO PARTS AIR FILTER, OIL FILTER, #43 110-533-54043	04/13/2026 llafleur	04/28/2026	53.13	53.13	Open	N 04/28/2026
	2017 WANCO VAR MSG SIGN (2) R&M			53.13		1.00	53.13
547332 00051477	NAPA AUTO PARTS MULTILAYERED OZZY MAT 110-531-57702	02/03/2026 llafleur	04/28/2026	22.49	22.49	open	N 04/28/2026
	TOOLS & SMALL EQUIPMENT			22.49		1.00	22.49
555975 00051478	NAPA AUTO PARTS HOSE CLAMPS x 31 110-541-56501	03/31/2026 llafleur	04/28/2026	155.00	155.00	open	N 04/28/2026
	FLOWERS & DECORATIONS			155.00		1.00	155.00

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 04/28/2026 - 04/28/2026

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
555667 00051499	NAPA AUTO PARTS FORGE BALL MOUNT, TRAILER BALL-#200 110-542-54200	04/09/2026 llafleur	04/28/2026	97.22	97.22	Open	N 04/28/2026
	#200 '25 GMC SIERRA 3500 REPLACE #75			97.22		1.00	97.22
558225 00051502	NAPA AUTO PARTS OIL FILTER-#46 110-533-54046	04/13/2026 llafleur	04/28/2026	10.48	10.48	Open	N 04/28/2026
	2015 CRAFTO CRACK SEALER SS125D R&M			10.48		1.00	10.48
559446 00051503	NAPA AUTO PARTS GEAR OIL 75W90-# 96 110-350-54096	04/20/2026 llafleur	04/28/2026	13.99	13.99	Open	N 04/28/2026
	VEHICLE REPAIRS/MAINT			13.99		1.00	13.99
558474 00051504	NAPA AUTO PARTS ATF PLUS X12-#11 110-512-54011	04/14/2026 llafleur	04/28/2026	72.60	72.60	Open	N 04/28/2026
	2006 DODGE RAM PICKUP 1500 R&M			72.60		1.00	72.60
558255 00051505	NAPA AUTO PARTS AIR FILTER, FUEL FILTER-#46 110-533-54046	04/13/2026 llafleur	04/28/2026	33.72	33.72	Open	N 04/28/2026
	2015 CRAFTO CRACK SEALER SS125D R&M			33.72		1.00	33.72
558549 00051506	NAPA AUTO PARTS OIL FILTER, 5W30 X12-#96 110-350-54096	04/14/2026 llafleur	04/28/2026	59.68	59.68	Open	N 04/28/2026
	VEHICLE REPAIRS/MAINT			59.68		1.00	59.68
054912/E 00051436	NORTH 40 OUTFITTERS TRIPLE DRAFT DOOR SEAL, BROOM, MISC SHOP 110-541-56103	04/13/2026 llafleur	04/28/2026	162.12	162.12	open	N 04/28/2026
	OPERATING SUPPLIES			162.12		1.00	162.12
64000 00051425	NORTH IDAHO LANDSCAPE SUPPLIES INC SCREENED TOPSOIL (PB), FINE BARK GOV'T w 110-532-54310	03/11/2026 llafleur	04/28/2026	909.25	909.25	open	N 04/28/2026
	GOVT WAY IRRIGATION & MAINT			909.25		1.00	909.25

INVOICE REGISTER FOR CITY OF HAYDEN

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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
102746002 04/20 00051467	NORTH KOOTENAI WATER DIST H-1 LIFT STATION HONEYSUCKLE 210-247-57009	04/16/2026 llafleur	04/28/2026	40.07	40.07	Open	N 04/28/2026
	H-1 LIFT STATION UTIL			40.07		1.00	40.07
103816901 00051485	NORTH KOOTENAI WATER DIST H-2 LIFT STATION 210-247-57005	04/16/2026 llafleur	04/28/2026	35.79	35.79	Open	N 04/28/2026
	H-2 WALMART PS UTIL			35.79		1.00	35.79
12299 00051424	RHI GOLF LLC POWDER COATING TUBES x17 110-541-56501	04/08/2026 llafleur	04/28/2026	108.12	108.12	Open	N 04/28/2026
	FLOWERS & DECORATIONS			108.12		1.00	108.12
45266801 00051501	RODDA PAINT COMPANY CORP. XAASHTO M-247-STRIPING 110-532-54313	04/17/2026 llafleur	04/28/2026	1,696.40	1,696.40	Open	N 04/28/2026
	ROADWAY STRIPING			1,696.40		1.00	1,696.40
109034 00051470	SATURDAY NIGHT INC. MICRO TSHIRTS-REPLACEMENTS 110-711-56404	04/13/2026 llafleur	04/28/2026	70.00	70.00	Open	N 04/28/2026
	TEAM SHIRTS			70.00		1.00	70.00
S104899015.001 00051450	STONEWAY ELECTRIC SUPPLY 4 FT LIGHT TUBES 110-811-54301	04/15/2026 llafleur	04/28/2026	65.59	65.59	Open	N 04/28/2026
	BUILDING MAINT & REPAIR			65.59		1.00	65.59
S1048976758.001 00051459	STONEWAY ELECTRIC SUPPLY LEVITON GY 110-541-54321	04/14/2026 llafleur	04/28/2026	6.59	6.59	Open	N 04/28/2026
	PARKS-BUILDINGS			6.59		1.00	6.59
S104897675.001 00051497	STONEWAY ELECTRIC SUPPLY LEVITON 4986-GY 110-541-54321	04/14/2026 llafleur	04/28/2026	6.59	6.59	Open	N 04/28/2026
	PARKS-BUILDINGS			6.59		1.00	6.59

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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	
P27162SPO 00051460	SWS EQUIPMENT INC. D-SEAL, OUTLET TUBE,MISC GROUND 110-533-54035	04/14/2026 1lafleur	04/28/2026	1,347.84	1,347.84	Open	N 04/28/2026
	FREIGHT 2018 PETERBILT STREET SWEEPER 220 R&M			1,347.84		1.00	1,347.84
11656599 00051469	TAYLOR DI LUCCA INJURY 100% REFUND-YOUTH VBALL 110-740-44783	03/18/2026 1lafleur	04/28/2026	36.00	36.00	Open	N 04/28/2026
	VOLLEYBALL YOUTH			36.00		1.00	36.00
3897 00051426	THE ROOTER GUYS HONEYSUCKLE BEACH-CHEMICAL CLEAN URINAL 110-541-54300	04/08/2026 1lafleur	04/28/2026	497.72	497.72	Open	N 04/28/2026
	BUILDINGS & GROUNDS			497.72		1.00	497.72
3938-1 00051500	THE ROOTER GUYS FINUCANE SEPTIC TANK 110-541-54321	04/13/2026 1lafleur	04/28/2026	655.00	655.00	Open	N 04/28/2026
	PARKS-BUILDINGS			655.00		1.00	655.00
152253 00051461	UNITED DATA SECURITY INC SHRED BIN SVCS 4/15/26 110-211-55505	04/15/2026 1lafleur	04/28/2026	130.00	130.00	Open	N 04/28/2026
	DOCUMENT SHREDDING			130.00		1.00	130.00
41014040-044 00051517	WELCH COMER & ASSOCIATES INC. PROJECT 41014.04.0 FEB 2026-MARCH2026 110-345-53206	04/16/2026 1lafleur	04/28/2026	4,361.25	4,361.25	Open	N 04/28/2026
	AREA CITY IMPACT (ACI) FACILITATION			255.00		1.00	255.00
	110-345-53405 SPECIAL PROJECTS ENGINEERING REVIEW			4,106.25		1.00	4,106.25
41014120-006 00051520	WELCH COMER & ASSOCIATES INC. PROFESSIONAL SERVICES 02/15/2026-03/21/2 120-899-59219-8021	04/21/2026 1lafleur	04/28/2026	23,335.00	23,335.00	Open	N 04/28/2026
	HAYDEN/ HUETTER INTER-DESIGN			23,335.00		1.00	23,335.00
4114140-001 00051521	WELCH COMER & ASSOCIATES INC. PROFESSIONAL SERVICES 02/15/2026-03/21/2 120-112-59226	04/20/2026 1lafleur	04/28/2026	8,516.05	8,516.05	Open	N 04/28/2026
	HONEYSUCKLE/RAMSEY INTERSECTION CONST			8,516.05		1.00	8,516.05

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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
41014040-044 \$3 00051522	WELCH COMER & ASSOCIATES INC. Check Request For Escrow: BEN25-0010 110-228-22813	04/24/2026 dcollins BEN25-0010 - PZE-25-0115	04/13/2026	382.50 382.50	382.50	Open 1.00	N 04/28/2026 382.50
258 00051515	WESTERN REAL PROPERTY 9551 ATLAS RD APPRAISAL 120-112-59237	04/20/2026 llafleur HAYDEN/ATLAS INTERSECTION ROW ACQ	04/28/2026	5,500.00 5,500.00	5,500.00	Open 1.00	N 04/28/2026 5,500.00
548235 00051446	ZIEGLER LUMBER COMPANY INC. 6 x 6 x 16 GREEN TREATED, 6x8x18 TREATED 110-534-59100	04/09/2026 llafleur FY2022 HWY 95 CITY ENTRANCE SIGNS	04/28/2026	598.50 598.50	598.50	Open 1.00	N 04/28/2026 598.50
1099768 00051462	ZIEGLER LUMBER COMPANY INC. DRYWALL SCREWS, 3/4IN CONDUIT STRAP, CON 110-541-54322	04/14/2026 llafleur PARKS-GROUNDS	04/28/2026	23.07 23.07	23.07	Open 1.00	N 04/28/2026 23.07
1100485 00051472	ZIEGLER LUMBER COMPANY INC. CONSTRUCTION ADHESIVE, SQUARE POINT SHO 210-241-53256	04/16/2026 llafleur SEWER LINE MAINTENANCE	04/28/2026	67.86 67.86	67.86	Open 1.00	N 04/28/2026 67.86
1101222 00051490	ZIEGLER LUMBER COMPANY INC. SAKRETE CONCRETE MIX X4 110-534-59100	04/17/2026 llafleur FY2022 HWY 95 CITY ENTRANCE SIGNS	04/28/2026	19.20 19.20	19.20	Open 1.00	N 04/28/2026 19.20

# of Invoices:	107	# Due: 107	Totals:	358,553.09	358,553.09
# of Credit Memos:	2	# Due: 2	Totals:	(37.79)	(37.79)
Net of Invoices and Credit Memos:				358,515.30	358,515.30

--- TOTALS BY FUND ---

110 GENERAL FUND	29,844.64	29,844.64
112 HONEYSUCKLE BOAT LAUNCH FUND	40.00	40.00
120 IMPACT FEE CIRCULATION FUND	315,749.05	315,749.05
121 IMPACT FEE PARKS FUND	6,976.50	6,976.50
210 SEWER OPER. & MAINT. FUND	5,905.11	5,905.11

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Inventory	GL Distribution				Units	Quantity	Unit Price

--- TOTALS BY DEPT/ACTIVITY ---

111	GEN-MYR OPERATING & ADMINISTRAT			26.98		26.98	
112	PLANNED PROJECTS - CIRCULATION			292,414.05		292,414.05	
113	PLANNED PROJECTS - PARKS			6,976.50		6,976.50	
211	GEN-ADM OPERATING & ADMINISTRAT			1,248.95		1,248.95	
228	PASSTHRU & BAD DEBT EXPENSES			382.50		382.50	
241	OPERATING & ADMINISTRATIVE			5,540.25		5,540.25	
247	LIFT/PUMP STATION UTIL			75.86		75.86	
250	FUND BALANCES			289.00		289.00	
252	LAW ENFORCEMENT OPERATING & ADM			70.00		70.00	
291	GEN-ADM CAPITAL LEASES PRINCIPA			1,318.35		1,318.35	
301	COMDEV--P&D OPERATING & ADMINIS			120.49		120.49	
320	COMMUNITY DEVELOPMENT FEES			86.00		86.00	
321	LICENSES, PERMITS, AGREEMENTS			40.00		40.00	
345	COMDEV P&D OPERATING & ADMINIST			4,361.25		4,361.25	
350	COMDEV VEHICLES			444.66		444.66	
511	PW-ADM OPERATING & ADMINISTRATI			227.66		227.66	
512	PW-ADM EQUIP/VEHICLE FUEL & MAI			394.11		394.11	
531	PW-STR OPERATING & ADMINISTRATI			551.66		551.66	
532	PW-STR ROAD MAINTENANCE			3,096.26		3,096.26	
533	PW-STR EQUIP/VEHICLE R&M			4,936.06		4,936.06	
534	PW-STR CAPITAL PURCHASES/PROJEC			617.70		617.70	
541	PW-PKS OPERATING & ADMINISTRATI			7,429.22		7,429.22	
542	PW-PKS EQUIP/VEHICLE R&M			1,296.66		1,296.66	
711	REC OPERATING & ADMINISTRATIVE			285.40		285.40	
712	REC EQUIP/VEHICLE FUEL MAINT			63.99		63.99	
740	RECREATION PROGRAMS			36.00		36.00	
811	FACIL OPERATING & ADMINISTRATIV			2,692.64		2,692.64	
813	FACIL EMERGENCY PREPAREDNESS			158.10		158.10	
899	CAPITAL PURCHASES/PROJECTS			23,335.00		23,335.00	

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

Quarterly Report - April '26

City of Hayden Veterans Commission

Previous Efforts (past few months):

- Successful planning and verification of all pieces for the Memorial Day event.
- Coordination with the City of Hayden's new website contractor and Mayor Davis, working towards implementing the Veterans Commission's plan to index the names in the Memorial Plaza and make the bricks easily discoverable by name.

Present Projects:

- Executing the Memorial Day ceremony on 25 May.
- Chair Cosby is continuing to work with Mayor Davis to launch the publicly available memorial paver map and searchable index.
- Updating our SOP and guest speaker selection process.

Future Projects:

- Creating a ***physical map*** of the Memorial Plaza to help people find brick names more easily.

Please feel free to contact me with any suggestions or concerns.

Sincerely,

Ian R. Cosby
Chair

City of Hayden Veterans Commission
208-305-6825

Parks, Recreation and Community Forestry Commission

Quarter 2 2026 Update

Commissioners

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

Current Focus:

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

Recent Community Reaction/Response to McIntyre Park Plans

- Many of our commissioners and city employees have received overwhelming objections from the community in response to the planned relocation and elimination of the baseball field at McIntyre Park
 - This response is because this baseball field is currently the only high school sized field in our community
 - We have a responsibility to relocate that field in a space more conducive to it's use (parking, facilities, concessions, etc)
- We are working to facilitate this message to the community: McIntire Park is not the best location for this field. We must relocate it. This will all take time. Our community's concerns are justified and well-accounted for in all parks planning.

Current subcommittees:

- Ordinance clarification/ modifications
 - Goal is to simplify and clarify our current ordinance and creat commonality in city codes and commission goals. We will be providing recommendations for updated codes and objectives related to our commission, assist in establishing standards across all community advisory comissions.
- Pickleball
 - We have potential projects in new parks construction (Hayden Canyon) and current parks locations. We plan to assess community response and work closely with local Pickleball Associations to push this project forward.
- Signage
 - We are working with city IT to streamline parks information and access to rules/ regulations/ amenities with future plans of posting QR codes or links to all relevant information at each park
- Bike Trail Map
 - We are working towards a publicly accessible local map for accessible bicycle routes, indicating designated bike lane, sidewalk, bike path, etc... this is to improve resources for bicycle safe routes in our community as well as access to those resources

Upcoming events we will support:

- Kite Festival 5/9/26
 - Event is at Broadmoore Park, we give away free kites, snacks, drinks while providing a family friendly competition
 - Our commission will assist in judging for category awards
- Arbor Day 5/13/26
 - We provide a full day of Arbor Day related learning stations for hundreds of community elementary school groups.
 - Our commission assist by volunteering for various roles during this event
- Bike Rodeo 6/24/26
 - We work with the library, Kootenai Health, the Sheriff's department and long-standing volunteers to put on this bike safety event providing free helmets and fit checks, bicycle maintenance and safety training through an obstacle course.
 -

We Need Volunteers!:

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

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

Submitted by: Nancy Jones, Commission Chair
Membership: Five (5) current members –
Stephanie Saterfiel, Terry Lee, Shiree Wilder, Shana Wright, and Nancy Jones

Commission Projects:

- I. Procedural/Internal
 - a. T-Mobile Hometown Grant
The Arts Commission is working on an application to be considered for a T-Mobile Hometown Grant. Our proposed project is a beautification project for the 4th street retaining wall. We need one more letter of support for our application in order to apply for the grant by the June 30th deadline.
 - b. Public Art Survey
Our public survey remains posted for public participation, but responses have been sporadic. We will continue to promote this survey to solicit input from the public.

- II. Public Events and Projects
 - a. Come Together Bench Program
Our Call to Artists has been issued with a return deadline of May 10, 2026 for proposed artist submissions. Finalists will be presented to the Council for consideration. Painting of the benches will be completed this summer. We are continuing to seek bench sponsors for this exciting opportunity.
 - b. 2026 Community Arts Event
Our Commission is excited to announce that we are working on a Hayden Arts Showcase for area youth, which we expect to host in September. More details will be available soon.
 - c. Hayden City Hall Featured Artist Reception
The Commission is excited to invite our Council Members, City staff, and the public to join us to meet and encourage our current City Hall Gallery featured artist, sculptor Sharon Cruson, on May 1, 2026, from 3:00 p.m. to 5:00 p.m. in City Hall. We hope to see you there!

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

Nancy Jones
Arts Commission Chair

4. **PUBLIC HEARING (Public Testimony will be received for these items)**
 - A. **ACTION ITEM** PZE-25-0080 Sycamore Valley Subdivision Preliminary Plat Request Located at the Northwest Corner of North Maple Street and East Miles Avenue



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, Community Development Director

Date: April 17, 2026

Agenda Item: PZE-25-0080 Sycamore Valley Subdivision Preliminary Plat Request

Agenda Item Location

Public Hearing

Recommended Action or Motion

Possible Motions of City Council:

- **Motion to Approve** – I move to approve PZE-25-0080 Sycamore Valley Subdivision request with recommended conditions of approval, finding the request IS in accord with the standards of Hayden City Code, based upon testimony received at the City Council public hearing and the record of the request.
- **Motion to Continue** – I move to continue this hearing to {date specific} to address concerns related to _____.
- **Motion to Deny** – I move to deny the PZE-25-0080 Sycamore Valley Subdivision request, based upon testimony received at the City Council public hearing and the record of the request for the following reasons: _____.

Summary

Olson Engineering, Inc., on behalf of the owner, Kulka Land, LLC is requesting approval to subdivide the 13.06 (+/-) acre property into 37 single family residential lots to be known as Sycamore Valley Subdivision. At the conclusion of the public hearing, the Planning and Zoning Commission recommended approving the request with conditions as amended. The Staff Analysis, Written Recommendation and Minutes of the Planning and Zoning Commission, and the comments received as a result of noticing for this public hearing are included in Boardbook.

Fiscal Impact

NA

Budget Funding Source / Transfer Request

NA

Attachment

Staff Analysis

Planning and Zoning Commission Written Recommendations

Planning and Zoning Commissions Minutes of the Public Hearing

Comments received due to City Council public hearing noticing

WRITTEN RECOMMENDATION

Preliminary Plat Request

PZE-25-0080 Sycamore Valley Subdivision Preliminary Plat

The application of **Olson Engineering, Inc. on behalf of the owner, Kulka Land, LLC**, requesting approval to subdivide the 13.06(+/-) acre property into 37 single family residential lots to be known as Sycamore Valley Subdivision was recommended by the Planning and Zoning Commission to the City Council to **APPROVE** with Conditions as amended.

Planning and Zoning Commission Motions on March 16, 2026: At the conclusion of the public hearing, the Planning and Zoning Commission deliberated the proposal and Vice-Chair Morris moved and Commissioner Grano seconded the motion, to recommend approval of the file PZE-25-0080 Sycamore Valley Subdivision with staff recommended conditions of approval as amended, and adding two conditions related to 1) future connectivity to parkland and 2) historical interpretative signage, 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:

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

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

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

Applicant: See applicant's narrative on page 35.

Staff: See Staff Analysis page 2.

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

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

Applicant: See applicant's narrative on page 39. Avondale Irrigation District (AID) has provided a will serve letter. Water plans and fire hydrant spacing are subject to review and approval of AID, NLFPD, and IDEQ.

Staff: Avondale Irrigation District (AID) provided a Will Serve Letter dated October 30, 2024. See Staff Analysis beginning on page 3.

PZC Hearing (Staff): AID Will Serve letter was update on March 16, 2026.

Applicant: District has requested some updated redundancy and upsizing of pipes which are reflected or will be in the construction plans of the project. Fire flows will be adequate for the subdivision.

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

Applicant: See applicant's narrative on page 39.

Staff: City of Hayden provided a Will Serve Letter dated September 3, 2025. The project site is wholly within the H-1 basin. See Staff Analysis beginning on page 3.

PZC Hearing:

Applicant: This proposed subdivision is in a previously unserved area of the City. Service of sewer to this part of the City has required the extension of sewer in both Miles Avenue and in Maple Street to Dana Court. The Will Serve identifies that as of right now there is capacity to serve this project; however, there is no guarantee that sewer capacity will be available at the time of building construction.

PZC Hearing (Staff): The residence located at 385 E Miles Avenue shall be connected to the City sewer in accordance with Hayden City Code resulting from the boundary line adjustment.

c) Provisions have/have not been made for snow storage that satisfies the City Public Works Department as the design relates to snow storage and removal practices. If snow storage is proposed to be collocated with stormwater, it shall only be in roadside swale areas and not in regional detention basins unless approved administratively by the City Engineer who shall determine that the likelihood of flooding is minimal.

d) Provisions have/have not been made for stormwater systems that satisfy the City and IDEQ requirements.

e) Provisions have/have not been made for streets that are consistent with the adopted transportation plan, as amended, and the transportation element of the adopted comprehensive plan, as amended and that satisfies the City, ITD, adjacent jurisdictions, and local highway district requirements. Where cul-de-sacs are proposed, they are required to be approved administratively by the City Engineer who

shall determine that they are limited to portions of developments in which street continuity is not foreseeable due to property configurations and/or that they are needed to address site-specific conditions. A cul-de-sac shall be limited to 400' in length measured from the edge of adjacent street right-of-way to the back of the cul-de-sac, unless an exception to this standard is allowed by the City Engineer.

Applicant: See applicant's narrative on page 39.

Staff: See staff analysis beginning on page 4.

PZC Hearing:

Applicant: All proposed internal streets are in accordance with city standard. Stormwater/snow storage in street side swales. The lots are very large and nearly 10,000 square feet which will enable accommodation of driveway placement on these large lot frontages. Multiple mailbox locations have been reserved within the subdivision. Right-of-way dedication and frontage improvements will be required on both Miles Avenue and Maple Street. Mr. Terzulli went on to explain the standard width of the typical section to include the pavement section, curb, swale, sidewalk and the dry utility easements for both the streets on the external part of the subdivision and within the subdivision itself.

PZC Hearing (Staff): No cul-de-sacs or eyebrows as proposed for road design at the request of the public works department. Road connectivity is possible to larger lots to the east (Pearl Avenue) and to the south. Maple Street has a Class II bike lane or Share the Road lane. Dana Court was built between 1992 & 1993 with a dry line within the street for future connectivity to sewer when it was within Maple Street. Each home is on a septic system today, and paid capitalization fees at the time of building permit. Therefore, when sewer is connected in Maple, and those homes make the connections from septic to sewer those capitalization fees of today won't be required because they have already been paid. Extension of the sewer beyond the subdivision's northern boundary is because it is consistent with the City's Sewer Master Plan as required.

PZC Hearing Chair Taylor: What are the requirements for Maple Street and Miles Avenue? Ms. Phillips noted the requirements are the same as for the internal street, meaning the ½ width would be constructed in accordance with the adopted typical section to include pavement widening, curbs, swale, and sidewalk. Chair Taylor asked if any of the required improvements would be extended down to North Government Way and Miles Avenue. Ms. Phillips identified that there would not.

Commissioner Johnson asked if there would be any lighting for the subdivision? Ms. Phillips identified that generally the streetlights would be where the new roads met the existing roads and then at intersections within the subdivision. The final placement of those lights is reviewed at the time of construction plan review.

Chair Taylor asked what the timeline is for the placement of a signal at Miles Avenue and North Government Way? Ms. Phillips identified the Transportation Master Plan identified a signal at this intersection, and she was aware of construction plans in process, but that she did not have a definitive timeline for the construction of that signal.

Commissioner Morris identified that no signal is being looked at for this intersection. What about a roundabout? Ms. Phillips identified that was not the case today.

Commissioner Johnson asked when the sidewalk for 385 E Miles Avenue. Ms. Phillips identified that all the frontage improvements and sewer connection would occur for this property due to the boundary line adjustment which was recently completed. This means the road improvements would continue from west of this property within the subdivision east to Maple Street. Commissioner Johnson had a follow up regarding the internal public street typical section of the road would be constructed along the western boundary of this property. Ms. Phillips concurred that sidewalk would be placed here as well.

Public Comment R. Stoker (For) – Non-resident: One of two owners of the project. He wanted to give some general background about other projects with respect to this project. Identified that if the City can get the right-of-way, he will build the roundabout.

Rebuttal (Applicant): Mr. Terzulli identified the development of this project was anticipated in the adopted transportation plan and he acknowledged that Maple Street is narrow and there is no right-of-way to make it a wider road. Widen it and then narrow it and then widen it as development occurs, he acknowledged that Maple Street on this side and Reed Road on the West are never going to be a North Government Way. A transportation impact analysis was not required by the City Codes or policies for this project.

Chair Taylor asked if there was some way the Developer could help in-lieu of with the light at Miles Avenue and Government Way as an owner of one of the properties on the corner. Mr. Terzulli identified that he would like it there sooner than later but thought that Urban Renewal dollars would be participating with that intersection. He went on to say that Mr. Stoker was always interested in helping the community and would be willing to sit down and try to figure out a way to be of assistance.

Chair Taylor asked about the Developer constructing or helping to construct the intersection of Miles Avenue and Government Way. Ms. Phillips identified the City has adopted a policy of when a transportation impact analysis would be required. In this case, with the number of lots proposed, it did not reach the level of development which would require a transportation impact analysis (TIA). In a TIA is where the Commission would have seen mitigation requirements related to an off-site improvement in this location should they have been required.

f) Provisions have/have not been made for parks and open space that are consistent with the adopted parks master plan, as amended, and that satisfies the city's requirement.

Staff: See Staff Analysis beginning on page 5.

PZC Hearing:

Applicant: All lots exceed the minimum lot size required in the Single Family Residential (R-1) zone designation. Proposal is consistent with adjacent neighborhoods, most notably to the north and the west which are the 1/5 to ¼ acre lots. There are some larger lots, but for the most part the surrounding neighborhoods are smaller. During the noticing, something slid through the cracks and the Northern Lakes Fire review did not occur. It will occur prior to construction plan approval most notably related to fire hydrants, turning radii, and no more than 30 homes without a second entrance. Plans will be reviewed by city engineer and other agencies (Panhandle Health District, Idaho Department of Environmental Quality, Avondale Irrigation District, Northern Lakes Fire District, etc.). Engineer of Record will provide oversight and observation during the construction in accordance with the City's requirements. No additional studies were requested by the agencies. Fees will be assessed at the time of building permit for impact on traffic and parks.

Provided background regarding parkland which is usually done at the time of annexation agreement; however, in this case property is already within the City with no designation of annexed area to become the third planned park in the northeast quarter of the City. 2040 Parks Master Plan identifies that property should be purchased for the park. Mr. Terzulli gave some history regarding discussion about how to meet this requirement and possible opportunities regarding this property and other properties in the near area.

PZC Hearing (Staff): Staff gave a recap of excerpts in the staff analysis from the sewer master plan, transportation master plan, and also the parks master plan. Ms. Phillips also identified a diagram in the staff analysis which provided about a ½ mile radius from the park as identified in the parks master plan near this site to show what other possible land could be used for a park in this more immediate area. She went on to say that the City was exploring possibilities.

Commissioner Morris asked about the park. Ms. Phillips identified the project site is about 13 acres. The City had the first right of refusal to purchase the corner property and chose not to purchase the property for a variety of reasons. The City has been and is looking at other opportunities.

Public Comment K. Schneider (Opposed) – Resident: Really hoped that the property would become a park.

Rebuttal (Applicant): Mr. Terzulli identified the City did not choose to purchase the property. Then again, the applicant asked how much park land the City would want out of this property. The City is looking at other opportunities. Mr. Terzulli identified that should someone want to move the structure to another location; they are open to those possibilities. The Historic Preservation Commission has been on site for photos of the site. Mr. Terzulli addressed the possibility for the plants to be removed by Ms. Eichelberger and asked that she coordinate that effort with the owner.

Commissioner Johnson asked why they didn't provide a park in the six-lots in the middle. The discussion was centered more on the existing structure and up Maple Street. Commissioner Johnson followed up with the question about a location for interpretative signage. Mr. Terzulli identified that proposal hadn't been brought up.

Commissioner Johnson if Hayden Code required subdivisions at the time of development to dedicate "X" acres as park land. She said that requirement was part of old code and not a part of the code today. What the City ended up with were these small puddles of park for the City to maintain and that was expensive and difficult. She reiterated that connectivity with future parkland. Commissioner Johnson asked if the City would have to purchase property for a park. Ms. Phillips confirmed that assumption. Commissioner Morris identified the taxpayers would have to buy that property. Ms. Phillips confirmed that was correct.

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

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

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

Applicant: See applicant's narrative on page 40.

Staff: See Staff Analysis page 9.

PZC Hearing (Applicant): Water and sewer are available to or near the site and will be extended. Dry utility coordination will occur during the final stages of construction plan development. Mailbox locations shall be placed on the internal streets. Large lots will give ample location for driveways to not be in conflict with other items of the road typical. Engineer oversight will ensure soil stabilization and erosion control are addressed with best management practices.

PZC Hearing (Staff): No individual access will be allowed from Maple Street or Miles Avenue.

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

Applicant: See applicant's narrative on page 38.

Staff: See Staff Analysis beginning on page 9. As the purpose of the zoning ordinance is made in accordance with a comprehensive plan, the analysis includes much of the comprehensive plan. This analysis begins on page 10 of the staff analysis. Additionally, as always, the full Goals and Policies may be found in the Appendix beginning on page 28.

PZC Hearing (Applicant): As shown on the previous exhibits, the proposed uses conform to the underlying zones and meet all the performance standards of those zoning districts.

Public Comment K. White (Neutral) – Resident: Concern about what kind of houses are going to be built? One or two stories, how much are they going to block my view.

Public Comment K. Scheider (Against) – Resident: Would hope that the lots match the lots to the north and reduce the number of lots. Too many.

Public Comment L. Cardinas (Against) – Resident: Across the street with a 2.5-acre lot and the neighbor with a 3-acre lot. She made the assertion that noticing was not done properly for the public hearing because neighbor did not receive the notice. [Staff provided publication dates in the CDA Press, the notices posted on the property, and the notice mailed to the property. No mailed notice for this address was received back to the City.] “Local planning affects our lives every day.” She read the full letter into the record regarding a variety of ideas – not fully comparable to all of the surrounding properties, transportation concerns, and ideas. Ms. Cardinas then provided her testimony regarding the following concerns: density, project out of context, loss of historic property, loss of open space, impact fees instead of providing the open space, single story homes with basements instead of two-story homes, increase in traffic on surrounding streets, signal at Government Way and Miles Ave, KCSO response time, and length of time for development of future lots. The question for proper notice was restated Ms. Phillips discussed the noticing in the CDA Press was published twice as the noticing requirements for a meeting last week were not completed in their entirety. Additionally, the public noticeboards were updated as required with the change in the meeting date as well. Nick Peterson, City Attorney, confirmed the noticing was completed in accordance with requirements.

Rebuttal (Applicant): The underlying zone will dictate what will be able to be constructed, and the lots sizes are similar to the lots to the north, northeast, and the south. Well under the density cap for an R-1 subdivision. Idaho Statutes recognizes the rights of a private property owner.

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

Applicant: See Applicant’s narrative beginning on page 39

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

PZC Hearing (Applicant): Provisions have been made such that all infrastructure required to serve this project will be provided by the developer and that any off-site impacts will be mitigated through impact fees as is typical in the City of Hayden.

Commissioner Johnson asked what would be built at the intersection of Miles Avenue and Maple Street – would it be a four way stop or would it have a temporary hanging signal? Mr. Terzulli identified that a 4-way stop is all that is being proposed at this time.

PZC Hearing (Staff): Ms. Phillips requested that should the City Council find a suitable area of land in the near vicinity of this subdivision, she would hope the Planning & Zoning Commission would add a condition that required the applicant to provide connectivity from this subdivision to that area so the residents of the subdivision could enjoy the park amenity.

Two sets of public comments were provided in your packet from the noticing in the fall, the noticing for the hearing tonight, and then about 3 pm this afternoon we received the attached comment. Staff strives to get all the comments received into the hands of the Commission for the public hearing.

Public Comment J. Eichelberger (Neutral) – Non-resident: She wears two hats: History and Horticulture. She provide a brief history of the property from the original owners to present time. She would like the opportunity to rescue some of the plants that are growing on the property with the caveat that those who took the plant would get the Miles/Hanson story with the plant.

Public Comment B. Brizee (Neutral) – Non-resident: Is a member of the Historic Preservation Commission but is not here in that capacity. We don't want to lose the history of the City. We are always looking at possibilities to save the history by a Historical sign or by using the various pieces of the property and structures in the future buildings and structures to tie the past to the present. We hope the developer will not oppose these ideas.

Deliberations Commissioner Morris: Driven by this property for many years and understand the concerns; however, the Developer has made most of the lots larger than the minimum lot sizes. The concerns regarding the traffic are real. Working on a solution for the parks plan. Looks like it meets the Standards of Approval.

Commissioner Vargas: Just don't like the design. Don't think that it fits the neighborhood.

Commissioner Grano: Nothing to add, agree with Commissioner Morris.

Commissioner Johnson: Doesn't match the neighborhood character. Don't like there is no park and no land. Increase in traffic. Like connection of Dana Court. He appreciates these lots are bigger and think it can be done a bit better. Agree that it doesn't need sidewalks, because it doesn't have the rural feel. He doesn't need a park but rather preserve the open space. Preserve the property in the southeast corner. In favor of infill but believe that this could be revised.

Chair Taylor identified the connection of those lots on Dana Court is a good thing. He doesn't see how the intersection at Miles Ave and Government Way would not be impacted by this subdivision. He would like a condition that would not allow for building permits until the signal was put in place. The only way to get a park in this area is through a conservation easement or a purchase. The City had the opportunity and chose not to. Add a condition regarding connectivity from this subdivision to a future park.

Commissioner Morris liked the idea about having the timing of the signal as a condition prior to building permit issuance. Mr. Peterson identified the timing may be beyond the PZC purview.

Commissioner Johnson asked if a condition could be added where we would require two lots to be donated. Mr. Peterson identified that condition could not be added.

Staff Recommended Conditions of Approval (begins on page 13 of the staff analysis):

General Conditions of Approval:

1. The Developer shall be required to reflect all necessary permanent dedications and/or easements (to include but not be limited to avigation, odor, sewer, stormwater, water, utilities, etc.) on the face of the final plat of the subdivision and to record as a separate document all necessary temporary easements and to identify to whom the dedication and/or easement is to be granted and for what purpose.
2. All permits from outside agencies (ie. CDA Airport, HARSB, AID, IDEQ, IDWR, NLFPD, and PHD) shall be obtained prior to construction of any future development or building permit issuance.
3. This approval shall run with the land for the term approved herein regardless of whether the property ownership, applicant and/or design professionals noted herein remain the same, whether collectively or individually.

Access Conditions of Approval:

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

Construction Plan Requirements:

5. The construction plan submittal shall include those requirements as identified in Hayden City Code §12-6 and more specifically as follows:
 - a. The Developer shall be required to construct the internal streets to a local street section per ST-111 and ST-111A. As proposed the Internal road typical section shall be 36' face of curb to face of curb to allow for parking on both sides of the road, 10' swales to include Type Iv landscaping, 5' sidewalks for a right-of-way width of 68'.
 - b. The site topography is relatively flat; however, erosion control measures shall be addressed with Best Management Practices (BMP).
 - c. The Developer shall use the City of Hayden Sanitary Sewer sytem to serve future development in accordance with the adopted Sewer Master Plan. No cross country sewer alignments are allowed.
 - d. A letter (e-mail) from the US Postal Service with respect to mailbox locations shall be provided with the intent to place the mailboxes within the subdivision on the internal street and not on the collectors or arterials.
6. Landscape Plans: Detailed landscaping plans conforming to the requirements of City Code, shall be submitted for the entire development with construction plans for required subdivision

improvements for review and approval by the City. All disturbed areas shall be stabilized with dryland grass or other approved BMP.

- a. Individual Lots: The landscape plans shall include a dryland grass mix shall be applied until individual lots are constructed and the hydro-seeding, installation of the irrigation system and required landscaping are completed.
- b. Street Frontage: Along all street frontages shall be included within the landscaping plan submittal, with actual street tree placement to be completed at the time of building permit for all lots, with the exception of landscaping required with the Greenway tracts and/or multi-modal pathways.

Requirements of the Final Plat:

7. All public road right-of-way shall either be dedicated on the plat or by separate document at the time of the final plat.
8. All utility easements required and/or as identified on the typical section shall be granted on the plat or by separate document at the time of final plat.

Requirements requested by other Agencies:

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

Additional Requirements per the Planning and Zoning Commission:

11. Should the City acquire parkland in the near vicinity of the Sycamore Valley Subdivision then connectivity to that property to become parkland shall be required as a condition of this approval in conformance with the Parks Master Plan and Transportation Master Plan.
12. A historical interpretative sign structure shall be constructed in accordance with the adopted sign structure type with the sign content to be provided by the City Historical Preservation Commission and the sign shall not be placed within the City's right-of-way, but shall be placed within a dedicated easement or tract at the corner of Maple Street and Miles Avenue.

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

The City shall notify the developer, in writing, of the recommendation of the commission and any recommended conditions or changes requested and shall advise the developer that the subdivision will be placed on the agenda of the City Council at the earliest practicable date, upon the developer's written request.

Should the applicant wish to contest the recommendations of the Planning and Zoning Commission, the applicant may provide a written statement of its objections regarding the Planning and Zoning Commission recommendations for inclusion in the City Council deliberations on the subdivision request. Such written statements must be received at least five (5) days prior to the scheduled City Council meeting.

A Recommendation for Approval of the subdivision application shall not constitute a variance or approval for deviation from said Code, standards and policies.

FINDINGS, CONCLUSIONS AND RECOMMENDATION OF APPROVAL on the 6th day of April 2026, by the City of Hayden Planning and Zoning Commission.

CITY OF HAYDEN, IDAHO

By: 

~~Shawn Taylor, Chair~~

Chavis Morris

Vice-Chair

ATTEST:

Sadie Roe

Sadie Roe, Clerk

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

Monday, March 16, 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 by Chair Taylor.

ROLL CALL OF COMMISSION MEMBERS

Present: Tony Grano, Joel Johnson, Chris Morris, Shawn Taylor, Vince Vargas.

Staff Present: Donna Phillips, Community Development Director, Nick Peterson, City Attorney

PLEDGE OF ALLEGIANCE

Commissioner Johnson led the pledge of allegiance

ADDITIONS OR CORRECTIONS

There were no additions or corrections noted.

1. CALL FOR CONFLICTS OF INTEREST

None

2. CONSENT CALENDAR *All items on the consent calendar are Action Items*

A. Approval of Planning & Zoning Commission Regular Meeting Minutes, 02-02-2026

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

Joel Johnson: Yes

Tony Grano: Yes

Chris Morris: Yes

Vince Vargas: Yes

Shawn Taylor: Yes

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

A. PZE-25-0080 Sycamore Valley Subdivision **ACTION ITEM** - This public hearing is a request for a: 37 lot subdivision on two lots; approximately 13 acres in size.

Chair Taylor opened the public hearing at 5:32 PM.

Staff Introduction:

Donna Phillips, Community Development Director gave an overview of the proposed subdivision stating the request is for a 37-lot subdivision on two lots and approximately 13 acres in size. Access is to be from N. Maple Street and E. Miles Avenue. The property is south of Dana Court and West of North Maple Street, North of East Miles Avenue. Subdivision does not include the property known today as 385

E Miles Avenue, but does include 337, 565, and 587 E Miles Avenue. The Applicant/Engineer of Record is Olson Engineering Inc. and the owner of the land is Kulka Land LLC.

Chair Taylor asked if anyone had any ex-parte communication with the applicant prior to public hearing. All those in attendance affirmed that they did not.

Applicant's Presentation:

Jeramie Terzulli, on behalf of Olson Engineering, Inc. and Kulka Land, LLC presented. He began by handing out the Preliminary Subdivision plan.

Mr. Terzulli identified the process started about two years ago when the property came up for sale. He stated there have been multiple meetings with the city over this time with the applicant, and the city has performed reviews ensuring city code has been met prior to this public hearing. Mr. Terzulli addressed the standards of subdivision approval as follows:

Review Criteria: Utilities:

Mr. Terzulli stated that Avondale Irrigation District (AID) will be the water purveyor for the subdivision and has provided a will serve letter stating so. The district stated there is a need for an upsize in some pipes which has been reflected on the preliminary plans. Fire flows will be adequate for the subdivision.

Sewer will be provided by the City of Hayden, and a will serve letter has been provided and capacity is available as of the date of the will serve letter. Mr. Terzulli stated that a sewer extension North to Dana court has been provided.

Multiple dry utility providers will be part of the subdivision, and the Engineer will coordinate with providers during the construction design phase.

Review Criteria: Streets:

All streets are in accordance with the city standard. Stormwater/snow storage will be in the street side swales. There will be ample frontage on each lot to accommodate driveway placement, and multiple mailbox locations have been reserved and have been confirmed with United States Postal Service (USPS). Right-of-way (ROW) dedication and frontage improvements along Miles Avenue and Maple Street are required and the half section of the streets will be built to city standards. At that time Mr. Terzulli showed a slide of proposed mailbox unit locations, noting they are on internal streets. The slide also showed the design of street standards for the internal streets.

Review Criteria: City Code:

All lots exceed the minimum lot size required in R-1 (8,250 square feet). Only four lots are less than 10,000 square feet. There are large lots in this subdivision. The context of the neighborhood still has lots that are approximately one acre, however, much of the development has lots near the 1/5 to 1/4 acre size. The proposal is consistent with adjacent neighborhoods and plans will be reviewed by the city engineer and other agencies. Northern Lakes Fire Protection District (NLFPD) did

not receive the notice during the agency noticing period. However, the applicant will ensure the preliminary plans are reviewed before the City Council public hearing to verify the placement of fire hydrants and other requirements are met. Mr. Terzulli mentioned the applicant is already aware of many NLFPD requirements and has included those in the preliminary plans.

The Engineer of record will provide oversight and observation during construction as the city requires this for anything that will become public infrastructure. At this time, no additional studies were requested by agencies. Impact Fees will be assessed and collected for the subdivision's impact on traffic and parks.

PARKS:

Mr. Terzulli displayed a slide with the 2040 Parks Master Plan map and stated many projects within the city often include the required parks on the map within an annexation agreement. This project does not have that. Ms. Phillips emailed the applicant in October 2025 asking how the proposed subdivision is in compliance with the Parks Master Plan. At that time, the applicant reviewed the Parks Master Plan and identified the proposed subdivision is within the area dedicated for a "Proposed Future Neighborhood Park". Two neighborhood parks are proposed for the northeast quadrant of the city. Mr. Terzulli referenced the upcoming Marks Ranch neighborhood park and the upcoming Hayden Canyon community park, which are both being built as part of their annexation agreements. The applicant met with City staff numerous times to find a resolution to the second park required in this area. The Parks Master Plan estimates approximately \$400,000 - \$800,000 of City funds to acquire land for the second neighborhood park. As the park is required to be five to 9.9 acres, it would roughly be the entirety of the subdivision, so the applicant inquired about the city purchasing all the land for the park, which the city denied. Other possibilities were for the city to purchase the corner of Miles Ave and Maple St with the existing home for park land, however, the cost of remediation of the home was far beyond what the city could afford. Mr. Terzulli informed the city of a vacant lot of approximately two and one-half acres in close proximity to the subdivision. While it is not on the market, Mr. Terzulli is acquainted with the owners and believes they may be willing to sell. He put the city in touch with the owners and stepped away from the discussions from that point on. He believes the applicant is in compliance with the 2040 Parks Master Plan due to their diligence in helping the city find a location that would satisfy the need for a park in this quadrant.

Summary:

Mr. Terzulli confirmed that water and sewer are readily available in this development, and they are going to extend sewer up to north Maple Street to pick up a dry line that is in Dana Ct. right now. This is in case the residents at north Maple Street ever need to hook up to city sewer that line will now be active and moved down to the collection point of Miles Avenue and Maple Street. He also stated that the infrastructure can be installed in an orderly manner. Additional requirements from all agencies having jurisdiction will promote public health and safety. He also stated that the street designs comply with the city design standards, and Engineer oversight will ensure soil stabilization and erosion control will be addressed. The Impact fees will also be assessed and can be used towards a future neighborhood park for the area. Staff recommended conditions contain additional requirements.

Commissioner Johnson asked if the Developer would install a traffic light or keep it a four-way stop at the intersection of Miles Avenue and Maple Street. Mr. Terzulli replied that the intersection is proposed to remain a 4-way stop at this time.

Staff Presentation:

Ms. Phillips started her presentation by saying that there are eight standards of approval for a subdivision. She referenced the Staff Analysis and appendix, stating that her presentation is a summary of the Staff Analysis. She went on to say that 90% of the Staff Analysis is Infrastructure related, and she will be covering those throughout her presentation.

A Conditional Will Serve Letter was provided by AID in October 2024 and was then updated in March of 2026. She then stated that all water utility infrastructure is required to abide by City Codes, standards, and policies.

A Will Serve letter was provided by the City in September 2025 for sewer requirements and identified that the sewer is in the H-1 sewer basin. She also identified that the residence located at 385 E Miles shall be connected to the City sewer in accordance with Hayden City Code resulting from a boundary line adjustment (BLA). Boundary Line Adjustment Code requires that if you do a subdivision on either one of the properties that is involved in a boundary line adjustment within 3 years, then you [the developer] has to put in the frontage improvements on that piece of property and you have to connect them to municipal services when they are available.

Ms. Phillips went on to say that the Stormwater & Snow Storage Requirements shall be reviewed at the time of the construction plan review in accordance with Title 8 of City code.

Next, she referenced the Kootenai County GIS Map, showing an overlay of the subdivision. She showed how the lot lines of each parcel will line up with the lot lines of the parcels to the North of the subdivision (off East Dana Court). She referenced the developers' plan to connect sewer to Dana Court and how it is in accordance with the Sewer Master Plan of the City of Hayden. Dana Court was constructed between 1992 and 1993. The properties already have sewer connections, and the Sewer CAP fees were paid at that time. Therefore, when these homes transition from their current septic systems to the city sewer system, no additional Sewer CAP fees will be required, as those fees were paid in the 1990s.

This development does not have any cul-de-sacs or eyebrows due to the Public Works Department request because of snowplowing difficulties. She also stated that there is a future possibility to connect this subdivision to East Pearl, and connecting the large lot to the south. Ms. Phillips also mentioned that Maple Street has a share the road, class three bike path in accordance with the Transportation Master Plan.

Director Phillips referenced the 2040 Parks Master Plan and how each mark on the map is a proposed spot for a park, not an exact location for one. She also noted how the City of Hayden is exploring opportunities to purchase other properties for a park. Park impact fees shall be collected at the time of building permit issuance.

On the next slide, Ms. Phillips explained erosion control and that the Geo-hazards stabilization will be reviewed during construction to the satisfaction of the city. The utilities will be placed underground, and the mailboxes will be located on internal public streets. She also identified that no parcels shall have access (primary or secondary) to Maple Street or to Miles Avenue.

This subdivision is proposed to be a Single-Family Residential (R-1) subdivision. All lots are larger than the minimum lot size is required to be. The smallest lot size is approximately 8,700 square feet, and the largest is 17,000 square feet. The average lot size is 11,000 square feet. Director Phillips references the Goals and Policies of Comprehensive Plan. She identified that although the Comprehensive Plan Update has been approved, this application came in under the old Comprehensive Plan and therefore, those were the goals and policies provided here (in her slideshow).

The next slide references on-site and off-site improvements and how it is required by the Developer to include extension of infrastructure per the adopted City codes, standards, and plans, and mitigating improvements as required.

Director Phillips requested that should the City be able to purchase land that is close by to this subdivision property, and an approval is made today for this subdivision, that a condition be added from the PZC for the developer to make some sort of connectivity to this potential future park land from this subdivision so the residents can enjoy the park lands. This requested condition is not a part of the staff's recommended conditions.

She went on to identify the agencies' noticed and their responses: Notice was sent to 24 Agencies with five comments back. Panhandle Health District (PHD) will require a full subdivision application submitted and all fees paid prior to final plat. Kootenai County Sheriff's Office (KCSO) does not have any concern currently. Avondale Irrigation District (AID) had no additional comments. Idaho Fish and Game (IDFG) did not have any comments at this time, and the Coeur d'Alene Airport requested an aviation easement to be completed.

Director Phillips then referenced the public comments that are available on BoardBook. She then handed out one public comment that was submitted at 3:00 PM on the day of the public hearing to the Commission and developer. She went on to provide the staff recommended conditions of approval, identifying that they are in addition to the subdivision requirements of Hayden City code. Any dedications and easements will be on the plat, or on a separate document and then noted on the plat. She referenced other agencies who must do their reviews, and the developer must comply with those requirements. All approvals run with the land.

Questions from the Commission:

Chair Taylor asked what are the improvements proposed along Maple Street and Miles Avenue? Ms. Phillips replied that it's the half-width that is part of the typical section for each of those streets. He then asked if Ms. Phillips had an example of the typical section to show what that looks like. She replied that she did not have that in her PowerPoint but explained it would be a street section, then a curb, then a 10-foot swale and then a sidewalk with and 10-foot utility easement behind that. He then asked if they had plans to widen Miles Avenue and Maple Street, to which Ms. Phillips

shook her head yes and said in accordance with the typical sections. Chair Taylor then went on to ask if there are any proposed improvements for the Miles Ave and Government Way intersection. Ms. Phillips stated no, not with this project.

Commissioner Johnson asked about streetlights and/or lighting within the subdivision. Ms. Phillips answered there are generally streetlights proposed within the subdivision itself in addition to where the two new roads meet the existing roads. Commissioner Johnson asked about lighting along Maple Street and Miles Avenue, to which Ms. Phillips said generally along where those two streets intersect.

Chair Taylor asked if there are plans for a traffic signal at the Miles Ave and Government Way intersection any time soon and the timeline. Ms. Phillips confirmed yes there is and the city has been working on that, but there is no timeline as of today.

Vice Chair, Morris asked Ms. Phillips if she was able to discuss the park or anything about that topic that was brought up by the Engineer. Ms. Phillips answered that the city has had many discussions about the park and park area and ultimately, the city chose not to buy this specific piece of property for a variety of reasons and decided to look at other opportunities, which are still in discussions.

Vice-Chair Morris asked for confirmation that there is no traffic signal being discussed at the Maple Street and Miles Ave intersection, including a roundabout. Ms. Phillips stated not at this time.

Commissioner Johnson then inquired about the property that is wrapped around all three sides, asking if the development will have sidewalks, and swales on the east and west side of that, what point does that property have to have that sidewalk go through. Ms. Phillips replied that it will go through as part of this project as the city has standards that if a boundary line adjustment has been approved within three years of a subdivision application on either of the properties, frontage improvements must extend along both properties. Commissioner Johnson then asked if the developer is completing the frontage improvements for the other property included in the boundary line adjustment, and Ms. Phillips indicated yes, they are. Commissioner Johnson asked for clarification on sidewalk locations to the west of the property not included in the subdivision which Ms. Phillips clarified there will be a sidewalk in that location.

Public Comments: 5 minutes allotted for individuals, 15 minutes allotted for groups.

FOR:

Ryne Stoker: 224 Eagle Crest Dr. Coeur d Alene, ID: One of the two partners that is developing this project. Developer of "The Fields" subdivision and said this subdivision is going to be built very similarly. He made a comment in reference to the roundabout question and stated if the city can obtain the ROW for it, he would be happy to construct it. Asked if the Commission had any questions for him, which they did not at this time.

Jeremy Voeller: Did not wish to speak.

NEUTRAL:

Judy Eichelberger: 7037 E Hayden Haven Rd. Enjoys "History & Horticulture". Judy told the history of the Miles house and Miles and Hanson families. The house was built in 1905 by Joseph Miles who lived there until he died in 1939, and his wife remained there until she couldn't take care of herself. The house sat unoccupied until Adolph Hansen bought the house and it was passed down in the family for generations. There are lots of outbuildings, original furniture, and extensive gardens on the property. She proposed before demolition that people from the community be able to go and "rescue" the rose bushes and other plant life from the property. Ms. Eichelberger stated that anybody that came to take a plant would also need to take a copy of the Miles & Hansen story, so that they can pass the story on. She called it "Growing it forward."

Bill Brizee: 12201 N Strahorn. Member of the Hayden Historic Preservation Commission and was not there in that capacity for comment. Stated he, "hates to see history demolished". Bill proposes that at the corner of Maple Street and Miles Avenue a small piece of land could be used for a "history board" in dedication to the historical aspect of the property. Additionally, he proposed saving parts of the Miles house to be used architecturally in the future construction of the homes and/or sites in this new subdivision.

Kurt White: 10642 N Bligh Ct. He owns a secondary property on the cul-de-sac and has concerns about what types of homes that are going to be built. One story? Two-story? Concerns of people looking down into his backyard (if they are two-story homes).

AGAINST:

Kay Schneider: 1286 E Ezra Ave. She is very disappointed this was not going to be made into a park. She does not like that sidewalks are going in for this development. Sidewalks narrow the streets and make the lots smaller. She proposes to reduce the number of lots in this subdivision, she thinks there are too many lots in this subdivision. Concern about two-story houses.

Lorelle Cardenas: 10518 N Maple. Speaking for a group. She owns just shy of two-acres. Neighbors next to her own just shy of three-acres. Her neighbor, Marsha Holly, did not get a notification in the mail and does not occupy the home but does receive their tax documents for this address. Ms. Cardenas read into testimony a letter provided by her neighbor, Marsha Holly, whose house is located at: 10482 N Maple St.

The letter reads: "Thank you for considering our comments on the proposed subdivision we have owned our property since 2012. Our property is on Maple directly across from the subject property. We have not yet received any notice in the mail in regard to the new subdivision but have only been made aware of it through neighbors who have apparently received notices. Why have we chosen to make a comment at this meeting? If each one of us takes a serious look at our daily lives, we will see that decisions that are made in our local community affect us more directly than whatever decisions are made statewide and nationally. Local planning affects our lives every day. Local planning cannot be put on the back burner or ignored until some time in the future. When you step out of your door, local planning is there in front of you affecting how you move and what you do. Truth be told, the actions of us as private

citizens are directly affected by the plans made by your department. We appreciate that you folks will listen seriously to our comments and questions. Plans by your department also affect you similarly to how they affect the rest of us. The new development is sitting in the middle of an area of properties that are larger than usual lot sizes. Properties on the East side of Maple and on the South side of Miles are larger lots. Most lots seem to be greater than half an acre and many are greater than an acre as you know, even close to two or three acres. Our lot right across the street is .626 an acre. These larger lots give the area a more tranquil feeling. We are aware the current roadways will be greatly impacted by the increased traffic. Is there an opportunity here and now to have the developer do an intense traffic study? A study that would give your department a good quantity of accurate information that could be used to make decisions regarding traffic. The decisions made now will affect all of our lives for years to come. Employees of the planning department do all of the reviewing and approving of the developments for the City of Hayden. The City Council only finalizes the planning department's recommendations. We ask you and the planning department to remember what a long-lasting effect your decisions have on all of us and on all of you and your families and the rest of us and our families. We are familiar with the saying time is of the essence. We trust the people of the planning department to improve on that expression by keeping foremost in their minds that care is of the essence. Care which will affect all our lives for years to come. Thank you for this opportunity to add our voice to the voices of our neighbors. We trust you will hear us." End of letter.

Ms. Cardenas went on to her statement. She believes that the city is in violation of Hayden City Code 11-1-7(E) because her neighbor did not get notice in the mail. She stated that she and her husband have lived at their property for many years now. She does not like the increase in density and does not like the fact that there will be no parks or open spaces. She referenced the 2040 Comprehensive Plan. She also stated that she thinks the new developments should be consistent with the neighborhood with being a one-story home or a one-story home with a basement. She suggested only one-story homes be built on the perimeter and two-story homes within the interior of the subdivision. She expressed concerns about law enforcement response time. She mentioned again that she doesn't think noticing was done correctly by the City of Hayden staff.

Director Phillips informed Ms. Cardenas that the City of Hayden did two rounds of noticing because there were incorrect dates on the first round of noticing that went out, so the city made corrections and then sent out the second round of noticing with the correct date.

Nick Peterson, City Attorney, addressed this concern by saying that the City of Hayden is meticulous in their notice requirements and that noticing was done properly to the best of his knowledge.

Applicant Rebuttal:

Mr. Terzulli began his rebuttal regarding traffic and stated all they have is the Master Transportation Plan, the guidance of staff, and the proposal. He noted that these parcels will develop out over time, and the developer is not insensitive to the fact that there are some holes in the Master Transportation Plan. Mr. Terzulli added that the developer does care about the community, and they understand that the roads are

narrow. He mentioned that he used to live over in Emerald Estates and his kids attended Hayden Meadows; acknowledged that Maple Street is narrow. He said that the developer is open to ideas of alternatives for the changes on Maple Street, and that they need guidance with that. He commented that Maple Street is never going to look like Government Way. He went on to discuss parks in the area, and how the City had the opportunity to acquire some of this property for a park. He mentioned that the City had a first right of refusal on this property.

He went on to say that they are very willing to have the Historic Preservation come in and acquire some of the items from the house and the property (plants, historic board, etc.). They are also willing to move this structure onto "a new piece," (of land) and they are not going to bulldoze this structure down without letting anybody know. Mr. Terzulli finished his rebuttal by addressing the lot size concerns from the public, and he referenced Dana Court and meeting the R-1 subdivision density cap. He also referenced Idaho state private property rights and then concluded by requesting recommendation for approval.

Questions from the Commission:

Commissioner Johnson asked about the discussion of turning the six properties in the middle of the proposed subdivision into a park or wild nature park, or putting up a historical board?

Mr. Terzulli answered by stating that this was never offered to the developer, and that they were open to reserving 4-6 lots in the corner of the subdivision or some of the lots up Maple for that use (park). He stated that any discussion of park land on this site never materialized an official offer of any kind from the City of Hayden.

Chair Taylor asked, "We've seen impact fees upfront to get traffic improvements done, is that something that we could be looking at to get the proposed traffic light put in at Government Way and Miles?"

Mr. Terzulli said that they are open to just about anything. From his understanding, urban renewal funds "are going to be the ticket there". If there is something that makes sense for the community and will benefit the development, improve safety and traffic flow, he said that the developer will sit down at any meeting and have a good faith discussion of what that looks like, and can assure the commission of that.

Director Donna Phillips stated that any park land would have to be purchased by the City of Hayden. The 6 lots in the middle of the subdivision were referenced here. She clarified that the development did not trigger a traffic impact analysis, and she also referenced old City code that called for parks to be included in developments over so many acres. But she then said that this code has since been changed and no longer applies.

Chair Taylor closed the hearing at 7:04 PM.

Deliberations

Vice-Chair Morris said that he has lived north of this property for 30 years and is aware of the concerns of more homes in the area. However, he feels the developer has done their due diligence, and that the challenges are traffic related. He stated

that hopefully we can solve this over time, but that the developer has met all criteria. He closed his deliberation by recommending approval.

Commissioner Vargas does not like the proposal, because he said it is not consistent with the rest of the neighborhood or the history of the property. He does not recommend approval.

Commissioner Grano said "I have nothing."

Commissioner Johnson said that he does not like that there are no parks, or "open land" in this subdivision, and that this development will increase the neighborhood traffic. He also said that the idea of extending sewer services to Dana Court is a good idea. However, he does not have a positive feeling about this subdivision and feels like it should be taken back to the drawing board. He would like to see more open spaces in the proposal for this subdivision, or somewhere for a historical board to be placed. He concluded by saying that this proposal should be revised to meet the neighborhood character better.

Chair Taylor commented that extending sewer to Dana Court is a good idea and noted his concerns for traffic, including saying that he would like to see a traffic light at Miles Avenue. He said that the City of Hayden had the opportunity to buy this property, and they did not.

Chair Taylor went on to make a potential proposal of saying that the subdivision cannot issue a [building] permit until there is a light at Miles Avenue. He stated that he thinks the only way that we would get a park in this area is if someone donated land to the City of Hayden for a park, or if someone sold land below market value to the city. He agreed with Director Phillips' recommendation of whether they were to add a future park, that it be within the proximity of this subdivision, and that there would be access from the subdivision to this future park as well. He concluded by saying this would be his recommendation.

Deliberation continued with Vice Chair Morris. Director Phillips reminding the Commission that if the Commission adds a condition that it needs to tie back to a Standard of Approval, that they need to be able to make a finding to that condition.

Traffic conditions were mentioned by Vice Chair Morris, but Attorney Nick Peterson advised the Commission that there is no legal way of adding this condition into the record. Commissioner Johnson also asked if they could add a condition about having two lots be donated to the city out of this development, to which Mr. Peterson said, "no probably not at this stage, but that the City of Hayden is actively looking to find lots within the Parks Master Plan to acquire for parks."

Motion to approve PZE-25-0080 Sycamore Valley Subdivision request with the recommended conditions of approval, adding two additional conditions: 1) connectivity to future parks, and 2) a historic sign at the corner of Maple Street and Miles Avenue. This motion, made by Vice-Chair Morris and seconded by Commissioner Grano; Carried.

Joel Johnson: No
Tony Grano: Yes
Chris Morris: Yes
Vince Vargas: Yes
Shawn Taylor: Yes

Chair Taylor explained that this motion was approved by the Planning and Zoning Commission at this time, and it will go to a City Council public hearing next, and the public can attend and make their same argument with their evidence. The City Council will make their decision, and their decision is final.

Director Phillips corrected the record and said that City Council will have a meeting first and then will decide if they need to proceed with a public hearing after their review with the City Attorney. She then put a map up on the screen from her slideshow presentation for a member of the public with Chair Taylor's approval.

Chair Taylor called a recess at 7:23 PM

Chair Taylor called the meeting back to order at: 7:27 PM

4. REPORTS

A. Community Development Director's Report

While waiting for Vice-Chair Morris to return to the dais after the brief recess, Director Phillips commented on this being Commissioner Johnson's last meeting and how they have appreciated his 6 years of service as a member of the Planning and Zoning Commission and the Parks Department. She brought celebratory treats for everyone on the Commission to enjoy after the meeting.

Director Phillips reported that there are more preliminary plats coming before the Commission, but they have not been noticed to date. There will be a call-in meeting at the next Planning and Zoning meeting because of the Written Recommendation from this public hearing. She went on to address the noticing requirements for subdivisions. The City is required to provide a legal written notice to the CDA Press at least 15 calendar days prior to a public hearing. The notice has to be given to the CDA Press on Tuesday morning in order to be put into the paper by that Friday. It also gets emailed as a Public Service Announcement to a variety of other news agencies, and a version also gets put on the City of Hayden's website under public hearings. Public comments can be submitted to the city via the website under public hearings and then you can click on public comment form. Public comments can also be submitted via email to the Planning Department, or members of the public can come into City Hall and staff can help them make a comment. Director Phillips stated that every comment is taken very seriously. She then went on to say that large yellow

signs get posted onto the property with the same information that gets mailed out to the public. These mailers go out to everyone within a 300-foot radius of the property. This 300-foot radius report is given to the city by the Title company, and that is how the city knows which residences get notified by mailers.

She went on to explain what happened with the March 9th public noticing mistake that happened. The newspaper announcements went out, the website announcement was published, but the mailers did not go out. So, because the mailers did not go out, the city paid for the second noticing and re-sent those notices with the corrected dates. Generally, the developer pays for the noticing, but because the city made a mistake, they paid for the second round of noticing. She clarified that all public hearings get noticed the same way, and all noticing goes out the same way.

Chair Taylor confirmed that April 6th is the next PZC meeting, and that he will try to call in to that meeting, as he will be in Canada. Vice Chair Morris confirmed he will be attending the meeting on April 6th in person.

Director Phillips stated that Planning and Zoning code text amendments most likely will come back by the end of April or the first part of May, and they will have one more workshop before they go to a full public hearing because there are some potential changes.

5. ADJOURNMENT

Chair Taylor adjourned meeting at 7:34 PM

Respectfully submitted,

A handwritten signature in cursive script that reads "Sadie Roe".

Sadie Roe, Clerk

Sycamore Valley Subdivision
Parcel No. H-0450-13-034-ZZ & H-0450-13-035-AB
Owner: Kulka Land LLC
Case No. PZE-25-0080

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SUMMARY OF REQUEST

The applicant, Olson Engineering, Inc., on behalf of the owner, Kulka Land, LLC, is requesting the approval of the PZE-25-0080 preliminary plat request for the Sycamore Valley Subdivision which is a 37-lot subdivision on two lots approximately 13.06 acres in size. The project as proposed will have access to East Miles Avenue and to North Maple Road. The existing structures on site are anticipated to be demolished.



LOCATION

The subject site (aerial shown on the next page) is on the northwest corner of North Maple Street and East Miles Avenue and is more commonly known as 337, 565, and 587 E Miles Avenue.

LEGAL DESCRIPTION

Parcel 1:

Tract 34 of Avondale, according to the plat filed in the book B of Plats at page(s) 132, records of Kootenai County, Idaho.

Parcel 2:

The West ½ of the East ½ of Tract 35 of Avondale, according to the plat filed in the book B of Plats at page(s) 132, records of Kootenai County, Idaho,

And together with:

A parcel of land in the Northwest quarter of Section 13, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho. Said parcel being the North 300 feet of the East ½ of the East ½ of Tract 35 of the Plat of Avondale, according to the plat thereof filed for record in Book B of Plats, page 132, records of Kootenai County, Idaho;

Also together with:

A parcel of land in the Northwest quarter of Section 13, Township 51 North, Range 04 West, Boise Meridian, City of Hayden, Kootenai County, Idaho. Said parcel being the south 15.00 feet of the East ½ of the east ½ of Tract 35 of the plat of Avondale according to the plat thereof filed for record in Book B of Plats, Page 132, records of Kootenai County, Idaho.

ANALYSIS

The analysis is organized following the general standards 1 through 8 of the Hayden City Code §12-3-4, which can be found in their entirety in the Appendix. Those items of the analysis, which are required of all subdivisions, shall be found in the Appendix and made a part of this staff review. Those items, which are more site specific, shall be identified in the analysis provided here.

1. Infrastructure *can/cannot be* constructed to function in a manner that promotes the public health, safety, and welfare.
2. Infrastructure *can/cannot be* constructed and located in an orderly manner that accommodates ongoing maintenance needs when taking into consideration collocation of other infrastructure.

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

3. Infrastructure *is/is not or will/will not be* in compliance with applicable city, state, and federal policies and regulations as follows:
 - a) Provisions *have/have not* been made for a water supply system that satisfies city, Idaho Department of Environmental Quality (IDEQ) and Northern Lakes Fire Protection District requirements.
 - b) Provisions *have/have not* been made for a public sewage system in accordance with the city and Hayden Area Regional Sewer Board's (HARSB) adopted sewer master plans, as

- amended, that satisfied city, HARSB, and IDEQ requirements and that the existing or proposed systems can accommodate the proposed sewer flows.
- c) Provisions *have/have not* been made for snow storage that satisfies the City Public Works Department as the design relates to snow storage and removal practices. If snow storage is proposed to be co-located with storm water, it shall only be in roadside swale areas and not in regional detention basins unless approved administratively by the City engineer who shall determine that the likelihood of flooding is minimal.
 - d) Provisions *have/have not* been made for storm water systems that satisfy the city and IDEQ requirements.
 - e) Provisions *have/have not* been made for streets that are consistent with the adopted transportation plan, as amended, and the transportation element of the adopted comprehensive plan, as amended, and that satisfies the city, ITD, adjacent jurisdictions, and local highway district requirements. Where cul-de-sacs are proposed, they are required to be approved administratively by the City engineer who shall determine that they are limited to portions of developments in which street continuity is not foreseeable due to property configurations and /or that they are needed to address site-specific conditions. A cul-de-sac shall be limited to 400' in length measured from the edge of adjacent street right-of-way to the back of the cul-de-sac, unless an exception to this standard is allowed by the City Engineer.
 - f) Provisions *have/have not* been made for parks and open space that are consistent with the adopted parks master plan, as amended, and that satisfies the city's requirement

Potable Water and Fire-flow:

The subject property is located within the Avondale Irrigation District (AID). The Developer has submitted a Conditional Will Serve letter from AID, dated October 30, 2024. . 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 subject property is located within the Northern Lakes Fire Protection District (NLFPD). As a part of the subdivision construction, the property owner shall install fire hydrants and construct all infrastructures, which shall be designed and located as required by the NLFPD and District AID.

City Collection System:

Based on the 2020 Collection System Master Plan Update, the subject property is within the H-1 Sewer Basin.

Alan Soderling, PE, City of Hayden Public Works Director, provided a Will Serve letter for City sewer dated September 3, 2025, as required by Hayden City Code §12-3-4(A) (10). Per the Will Serve Letter provided by Alan Soderling, Public Works Director, the project site is within the H-1 sewer basin of the City's sewer plans. .

At the time of future development, the developer shall be required to construct all sewer infrastructures in conformance with the 2020 Collection System Master Plan Update, State law, and all City sewer policies, standards and technical memos. Per the City's adopted sewer policies, no cross-country sewer shall be allowed. This includes sewer main located within Miles Avenue and Maple Street adjacent to the project site. Changes to configurations of sewer and/or streets may be required, which may require an amendment to the preliminary plat in accordance with the Hayden

City Code. The Developer shall be required to reflect all necessary sewer easements on the face of the final plat of the subdivision.

The residence located at 385 E Miles Avenue shall be connected to the City sewer in accordance with Hayden City Code §12-10-1(A)(4.b.). Although the residence is not a part of the subdivision, the boundary line adjustment did occur between this property and the subdivision project properties.

HARSB Treatment Plant:

The subject property is located within the service area of the Hayden Area Regional Sewer Board (HARSB). Will serve letters are provided by the City of Hayden, and not generally received from HARSB.

Streets, Pedestrian Paths, and Right-of-Ways:

Road "A" and Road "B" shall be named with approved road names in accordance with Hayden City Code 9-5 and with Kootenai County E911 addressing standards prior to final plat approval.

Required Street Construction:

As proposed and shown on the next page, the Internal road typical section shall be in accordance with the City's local street typical section of ST-111 and ST-111-A, the western ½ width of North Maple Road shall be constructed to an AC1 typical section and the northern ½ width of East Miles Avenue shall also be built to an AC1 typical section typical section in accordance with the 2040 Transportation Strategic Plan typical sections.

Individual lot approaches shall conform to ST-013.

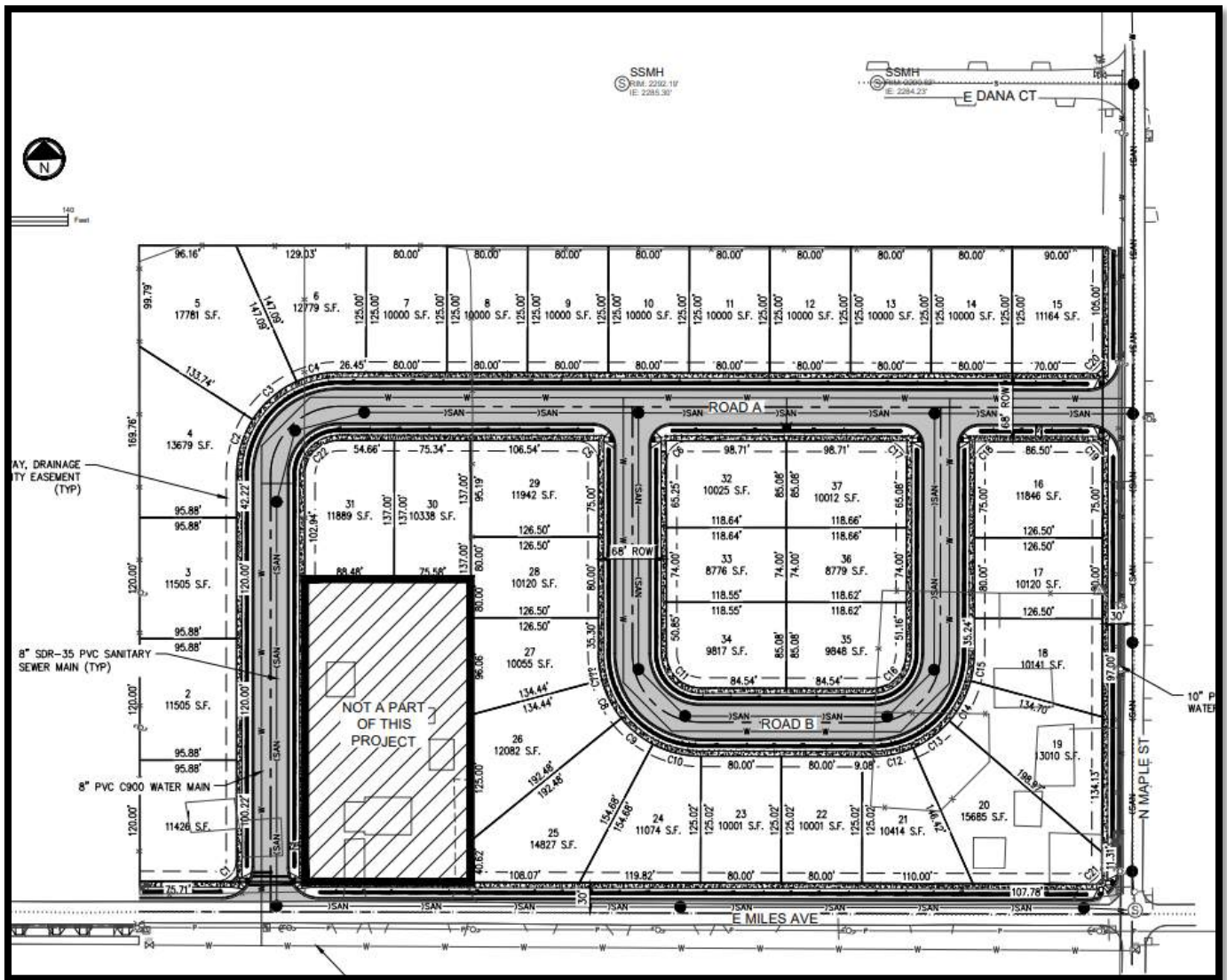
Intersection curb radii and minimum horizontal curvature shall be reviewed at the time of construction plan review.

Transition to the existing road typical section shall occur to create a seamless transition in swales, and roadway design along North Maple Street and East Miles Avenue.

Access Locations:

In 3.6 Multiple Points of Access Required of the 2040 Access Management Policy it identifies the following:

Development shall be planned such that no more than 30 dwelling units are placed without multiple access points to multiple public roads. When property ownership constrains the construction of multiple access points, the development shall plan for the eventual connection to multiple access points.



Multi-Modal Connections:

Although transportation often is not representative of non-motorized transportation, the 2040 Transportation Strategic Plan and the 2040 Parks Plan both identify when multi-modal transportation connection is important. Non-Motorized Transportation Recommendations of the transportation plan most notably identify the following on page 96 of the pdf:

Maple Avenue from Honeysuckle Avenue to Miles Avenue – The residents of the city emphasized the need for designated pedestrian and bike facilities on Maple Avenue at the Community Festival on November 14, 2019. However, because the roadway is already a developed area, the best solution to meet the residents’ needs is a “sharrow”, which is a road marking that indicates a shared bike and vehicle lane.”

North Maple Street is identified to include a Class III – Share the Road Bike Route shown in Figure 8.1 & 8.2 below. Class 3 facilities represent a share-the-road situation where the vehicle and the bicycle do not have separately delineated travel lanes.

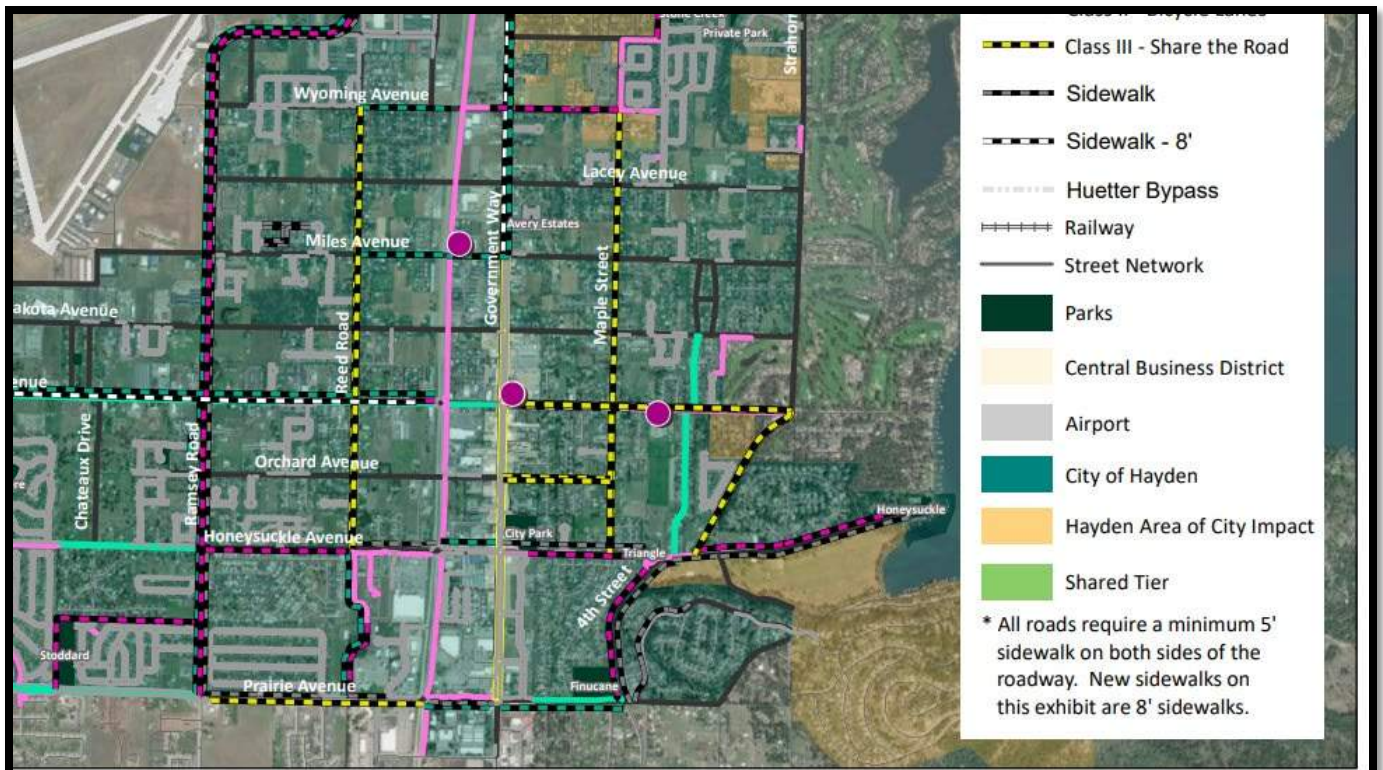


Figure 8.2
Recommended Non-Motorized Transportation



Figure 8.1 – Multi-Modal Pathway Classifications

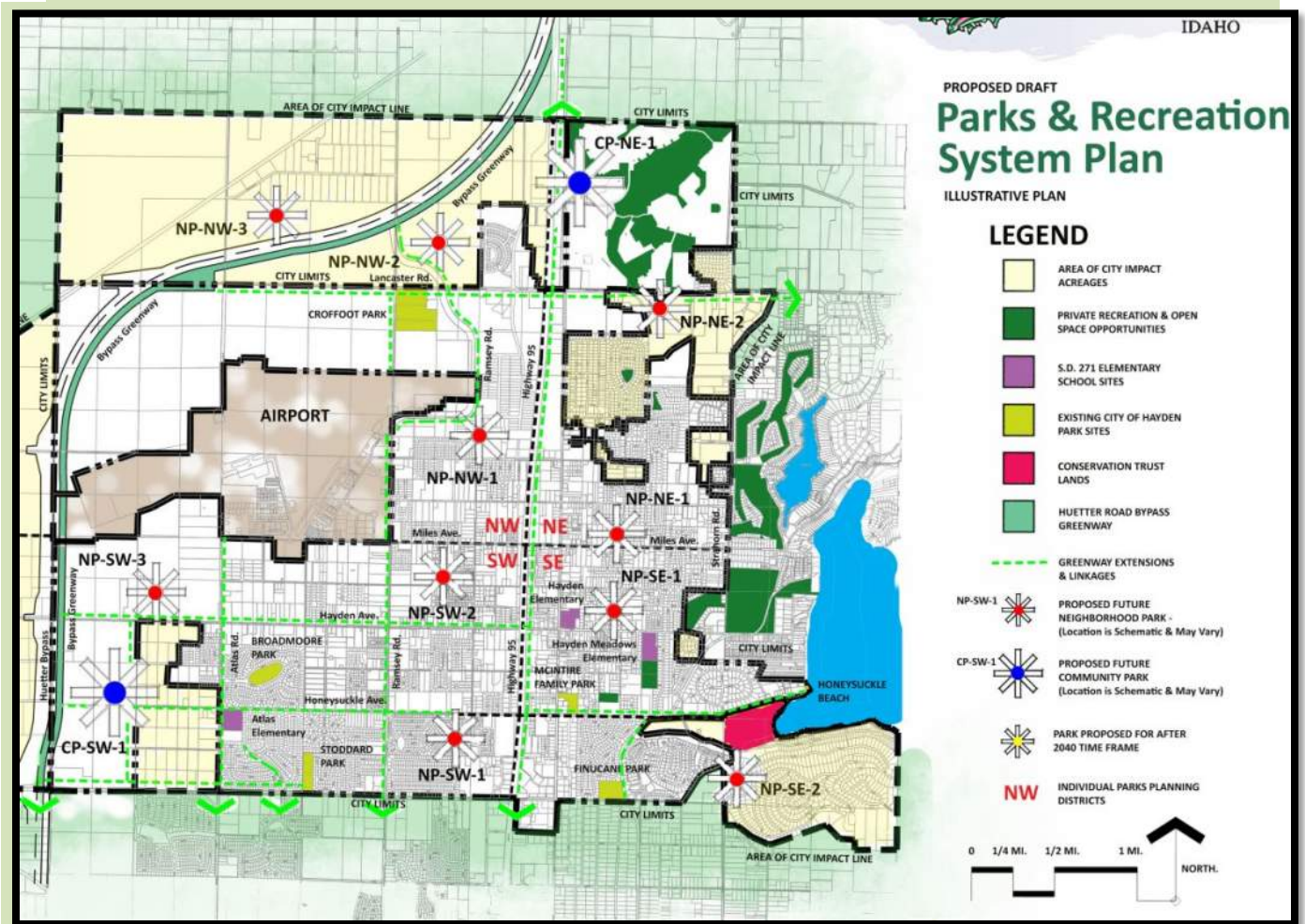
Future development shall include sidewalk connectivity adjacent to all new roadways and any required frontage improvements of existing roadways as shown on the next page.

Landscaping:

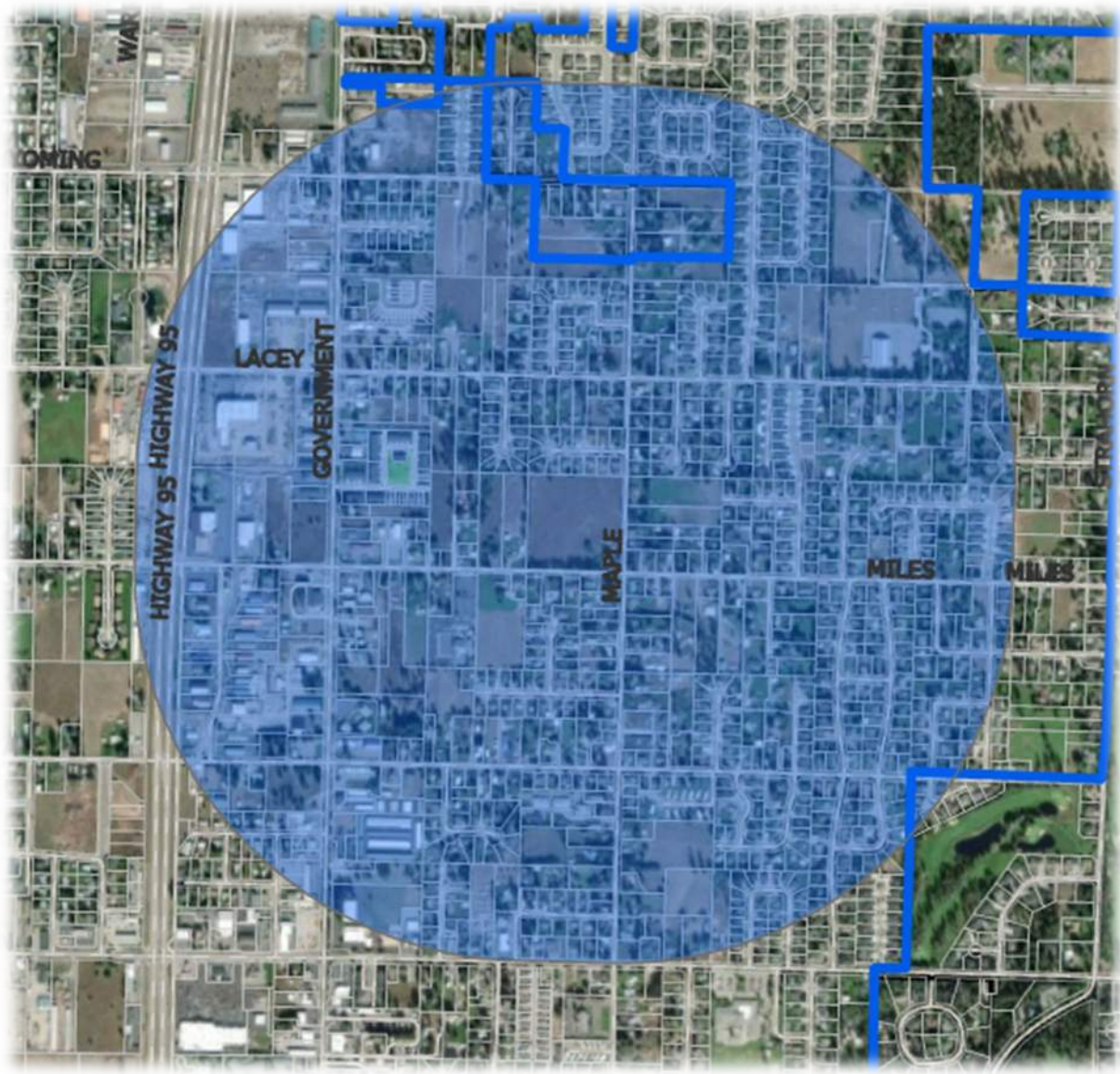
Landscaping associated with any joint stormwater swales shall be a requirement of the construction plans which the stormwater swales shall be constructed and required as a condition of acceptance of

infrastructure for the subdivision. Joint stormwater swales shall be within a separate tract to be owned by the HOA. Landscaping plans shall include the minimum number of trees required for Type IV Street frontage landscaping. Trees within green space tracts shall be placed at the time of the subdivision construction. Otherwise, trees shall be required at the time of building permit construction.

The 2040 Parks Master Plan Parks & Recreation System Plan (Appendix 1) shows a Proposed Future Neighborhood Park at or near the proposed project location and which is identified as NP-NE-1 as shown below.



Neighborhood parks have a parcel size of between five and 10 acres, and a service area of a ½ a mile in radius. Utilizing the location provided in the System Plan above and applying that radius would provide a service area as shown on the next page in blue.



On page 57 of pdf of the 2040 Park Master Plan, it states:

“The greatest long-term need the city faces for all planning quadrants is the provision of neighborhood parks. The need takes the form of both land acquisition and development of facilities. The city is aligned such that new growth in the Northwest and Southwest planning quadrants will be in a position to provide and assist through future parkland dedications as part of the subdivision process. Because of the more intensely developed nature of the Northeast and Southeast quadrants, the task becomes more difficult to address; and these areas will remain underserved without some diligence and a bit of good fortune.”

Homes in this subdivision shall pay park and circulation impact fees at the time of building permit in accordance with the adopted fee schedule at the time of permit issuance. It is unclear to staff how this

standard is met in accordance with the adopted Parks & Recreation System Plan and the required service area are being met with the proposed layout and no preservation of future park area.

4. Provisions *have/have not* been made for erosion controls and geo-hazards stabilization both during construction and as needed for permanent controls to the satisfaction of the city.
5. Provisions *have/have not* been made for gas, power, telecommunications, mailboxes, and similar infrastructure.
6. Provisions *have/have not* been made for driveway locations that take into consideration the width and location of the driveway in relation to the location of snow storage, utility boxes, crosswalks, adjacent roads, mailboxes and the like.

Per the applicant’s narrative, the site is predominantly flat with a less than 3% slope; however, the western portion of the site is steeper with as much as 8 percent slopes. Erosion control and geo-hazard stabilization plans shall be required at the time of construction plan submittal.

All parcels shall be accessed from the roads within the interior of the subdivision. No individual access shall be to Miles Avenue or Maple Street.

Mailboxes shall be provided on internal local roads, unless required otherwise by USPS. A pull out, and associated easements, may be required and will be reviewed at the time of construction plan submittal. No mailbox locations shall be allowed on Miles Avenue or Maple Street.

7. The area proposed for subdivision *is/is not* zoned for the proposed use and the use conforms to other requirements found in this code.

Zoning:

Hayden City Code §11-2-2: The Single Family Residential (R-1) Zone provides for the classic Hayden neighborhood where single family homes on smaller lots are permitted. Accessory dwelling units are permitted, but two-family dwellings are not.

Per the applicant’s narrative the 37 lots with a minimum lot size of 8,776 square feet and a maximum lot size of 17,781 square feet. “Some larger lots will accommodate single-family homes with [accessory] shops.” Additionally noted on the preliminary construction plans, the average lot size of these 37 lots is 11,096 square feet with a density of 2.92 lots/acre for the project site as proposed.

All lot development and setbacks shall be in conformance with Hayden City Code, policies, and standards.

Building Setbacks and Minimum Lot Size		
Minimum Lot Size	8,250 square feet	
	Principal Structure	Accessory Structure*
Front Setback	25'	35'
Side Setback	10'	5'
Rear Setback	25'	5'
Flanking Street Setback	15'	15'

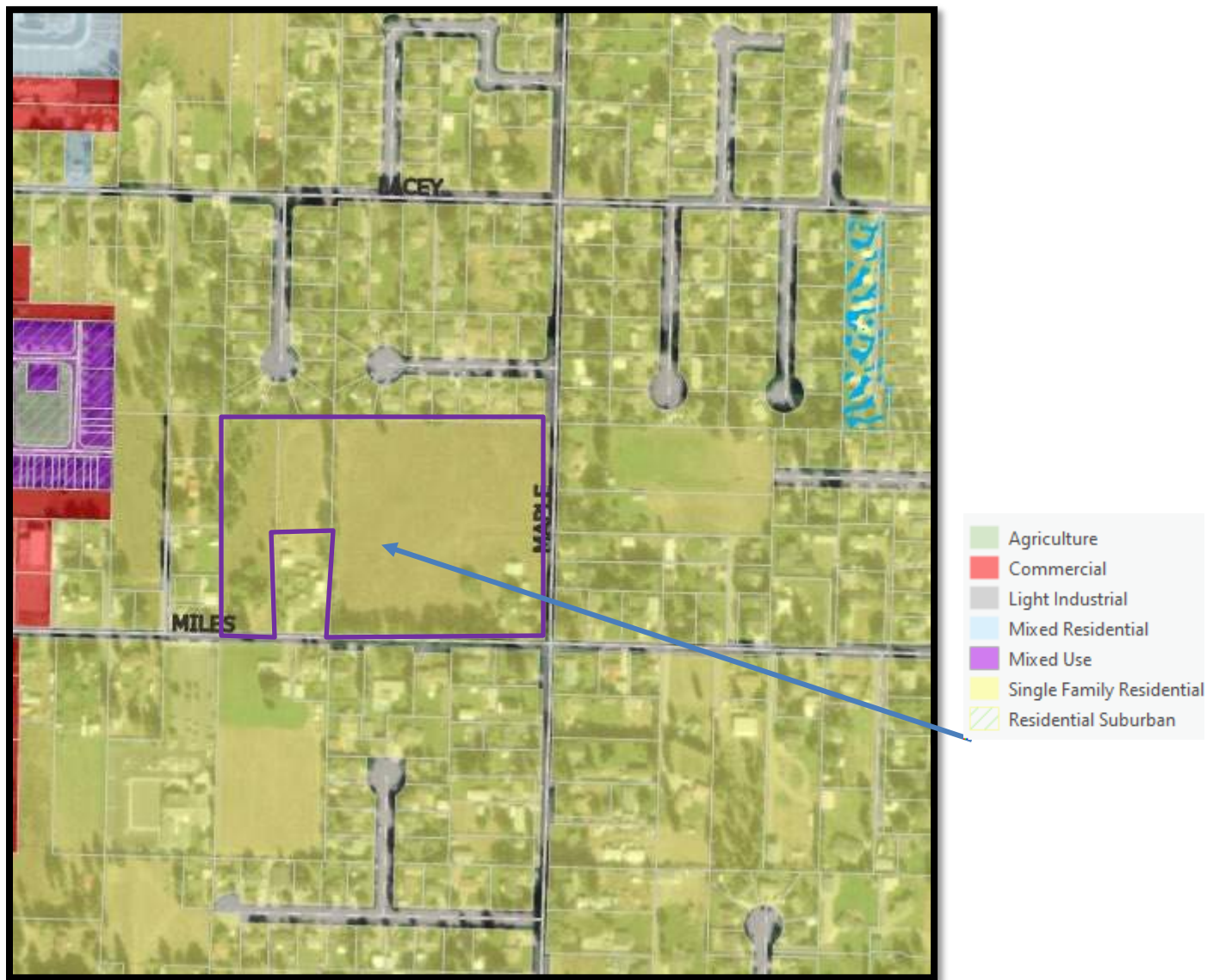
*Should the accessory structure contain an accessory dwelling unit additional design standards and setbacks apply.

Surrounding Zoning Map and Comprehensive Plan Land Uses:

Zoning Map: Properties to the north, south, east and west have a Single Family Residential (R1) zone designation. Property further to the west along North Government Way has a mixture of zone designations to include Commercial, Mixed Use, and Mixed Residential. Property to the east south of Lacey Avenue has a zone development agreement overlaying the Single Family Residential (R1) zone designation.

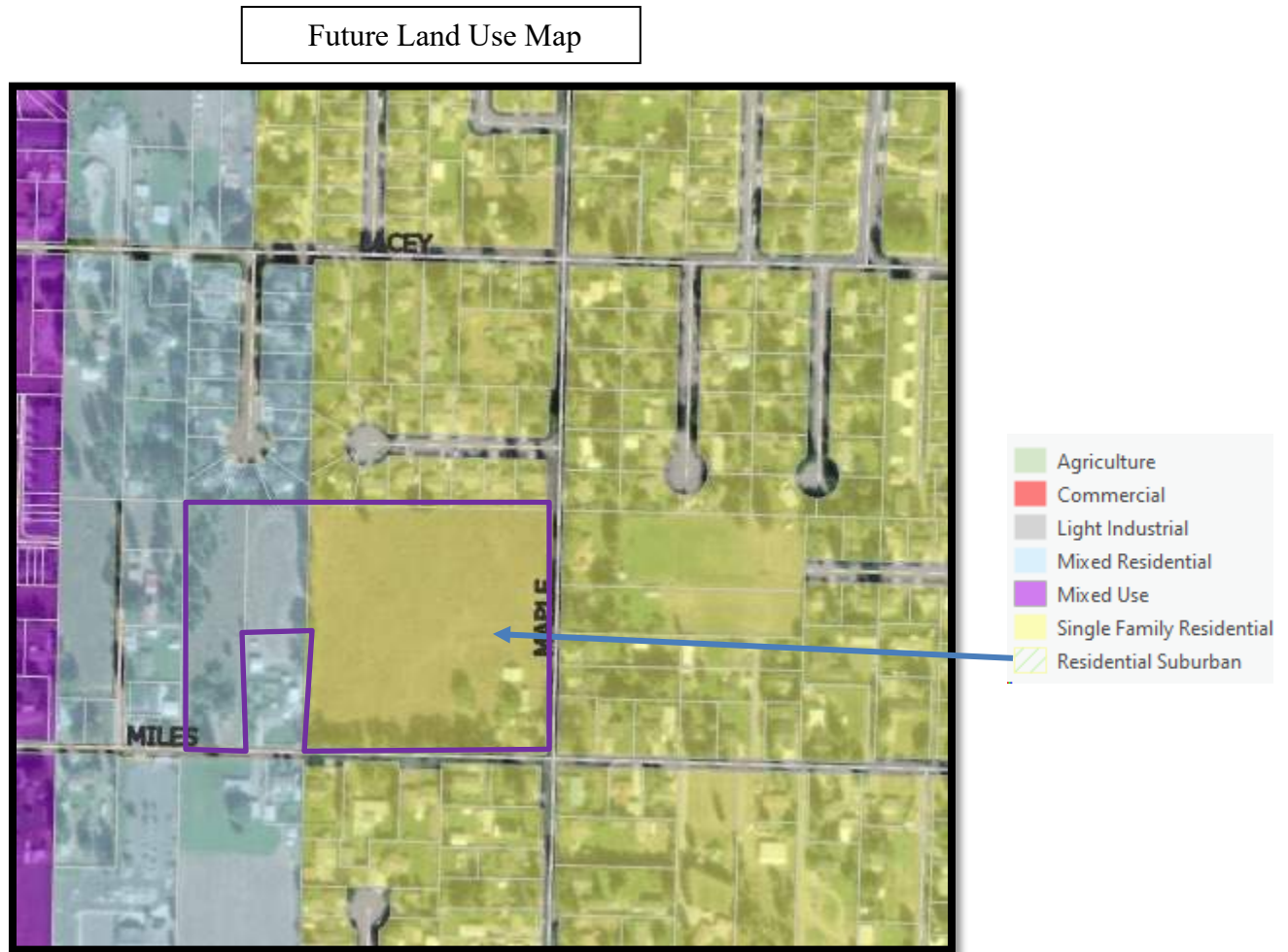
Surrounding Current Land Uses: All surrounding property is used for residential dwellings. With the exception of the property to the southwest of this project site which is a church.

Zone Map



Comprehensive Plan Future Land Use Map (shown below): The project property is shown as Single Family Residential. This land use is defined as follows:

- Single Family Residential – This land use type represents a classic Hayden neighborhood where single family homes dominate and densities are low, typically ranging from 3 to 4 units per acre. Accessory dwelling units are permitted, but two-family dwellings and other types of “missing middle” housing are not.



The 2040 Comprehensive Plan Goals and Policies in their entirety may be found in Appendix I of this staff analysis. Those most notably related to the request may be found beginning on the next page for consideration.

GOALS	
3	Maintain an attractive and balanced mix of land uses, densities, and housing types, ensuring the future character of the community; promote greater choices and opportunities.
4	The City of Hayden should encourage the development of land within the corporate limits of Hayden prior to annexation of adjacent areas.
5	Preserve, protect and strengthen the vitality and stability of existing neighborhoods.
8	Ensure all development can be serviced by existing public facilities or extended to adequately serve the development.
9	Ensure adequate park, recreation and open space are provided and maintained for the continued enjoyment of the community.
10	Adequately site essential public facilities and utilities without compromising surrounding neighborhood integrity and character, while contributing to the overall livelihood of the community; assure facility capacity aligns with projected growth and land use types.
14	Protect, preserve and be stewards of our environment's natural areas and resources, which enhance the quality of life in the City.
15	Coordinate the timely development of efficient, effective and environmentally sound sewer, water and other utility infrastructure servicing the community, assuring costs of development are shared equitably and accommodate for ongoing growth of Hayden.

POLICIES	
1	The City should judiciously evaluate the opportunity to provide sewer, water and other services within the corporate limits and planned future extension of services in areas of impact.
2	Development should 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.
4	The city should evaluate community-wide impacts from development; identifying their needs for public facilities, utilities, services, circulation, and housing, and the effects on city resources.
8	Improve pedestrian, bicycle and vehicular safety along city streets.
13	Growth should be accompanied by the development of infrastructure, public services, utilities and preservation of open space and recreational facilities within the cities means.
14	Coordinate and support local water and irrigation districts in efforts to balance growth with available water supplies and infrastructure.
16	Ensure levels of public services, facilities, and utilities are adequate to satisfy the community's needs now and as new development occurs.
18	Minimize financial and operational impacts resulting from road improvement projects and maintenance.

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

All improvements shall be required of the Developer to include infrastructure development and dedication, extension of the infrastructure per the adopted City codes, standards, and plans, as required.

ADDITIONAL INFORMATION

Notice and Comments

In response to the request for comment from 24 agencies on September 15, 2025, the following agencies provided the responses identified below in summary and attached in full:

Agency Comments:

1. On September 15, 2025, the Kootenai County Sheriff's Office replied, "does not see any immediate impact that would prevent it from being approved, however, we would like to make you aware of the future impact this would have on public safety for the city of Hayden". The letter goes on to provide information about officer to population levels of service, impacts of increasing the population of the city on resources in the field, at the call center, on the jail population, and increased traffic congestion.
2. On September 15, 2025, Panhandle Health District responded that a complete subdivision application shall be submitted to PHD for review and fees paid, and all shallow injection wells must be registered with PHD.
3. On September 18, 2025, Avondale Irrigation District responded, "We are aware of this project and have no comments".
4. On September 19, 2025, Idaho Fish and Game responded, "...does not have any comments to submit for this application".
5. On September 23, 2025, Coeur d'Alene Airport requested an avigation easement to be completed and recorded with the subdivision.

Public Comments: There were no public comments received at the time of completion of the staff review.

STAFF RECOMMENDED CONDITIONS OF APPROVAL

General Conditions of Approval:

1. The conditions provided here are in addition to those requirements of the Annexation Agreement as approved by the City Council. Any Development must meet these requirements as well as the subdivision requirements of Hayden City Codes, policies, plans, etc.
2. The Developer shall be required to reflect all necessary permanent dedications and/or easements (to include but not be limited to avigation, odor, sewer, stormwater, water, utilities, etc.) on the face of the final plat of the subdivision and to record as a separate document all necessary temporary easements and to identify to whom the dedication and/or easement is to be granted and for what purpose.
3. All permits from outside agencies (ie. CDA Airport, AID, IDEQ, NLFPD, PHD, etc.) shall be obtained prior to construction of any future development or building permit issuance.

4. This approval shall run with the land for the term approved herein regardless of whether the property ownership, applicant and/or design professionals noted herein remain the same, whether collectively or individually.

Access Conditions of Approval:

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

Construction Plan Requirements:

6. The construction plan submittal shall include those requirements as identified in Hayden City Code §12-6 and more specifically as follows:
 - a. The Developer shall be required to construct the internal streets to a local street section per ST-III and ST-III A. As proposed the Internal road typical section shall be 36 feet face of curb to face of curb to allow for parking on both sides of the road, 10' swales to include Type IV landscaping, 5' sidewalks for a right-of-way width of 68 feet.
 - b. The site topography is relatively flat; however, erosion control measures shall be addressed with Best Management Practices (BMP).
 - c. The Developer shall use the City of Hayden Sanitary Sewer system to serve future development in accordance with the adopted Sewer Master Plan. No cross country sewer alignments are allowed.
 - d. A letter (e-mail) from the US Postal Service with respect to mailbox locations shall be provided, with the intent to place the mailboxes within the subdivision on the internal street and not on the the collectors or arterials.
7. Landscape Plans: Detailed landscaping plans conforming to the requirements of City Code, shall be submitted for the entire development with construction plans for required subdivision improvements for review and approval by the. All disturbed areas shall be stabilized with dryland grass or other approved BMP.
 - a. Individual Lots: The landscape plans shall include a dryland grass mix and shall be applied until individual lots are constructed and the hydro-seeding, installation of the irrigation system and required landscaping are completed.
 - b. Street Frontage: Along all street frontages shall be included within the landscaping plan submittal, with actual street tree placement to be completed at the time of building permit for all lots, with the exception of landscaping required with the open space tracts to be owned by the homeowner's association, the planned unit development landscape buffer, and/or multi-modal pathways and the associated landscaping.

Requirements of the Final Plat:

8. All public road right-of-way shall either be dedicated on the plat or by separate document at the time of the final plat.
9. All utility easements required and/or as identified on the typical section shall be granted on the plat or by separate document at the time of final plat.

Requirements requested by other Agencies:

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

Appendix

APPENDIX SUBDIVISION (MAJOR)

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STANDARDS FOR SUBDIVISION APPROVAL

Idaho State Law

1. As per Idaho Code § 67-6513 Each governing board shall provide, by ordinance adopted, amended, or repealed in accordance with the notice and hearing procedures provided under section [67-6509](#), Idaho Code, for standards and for the processing of applications for subdivision permits under sections [50-1301](#) through [50-1329](#), Idaho Code. Each such ordinance may provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision. Fees established for purposes of mitigating the financial impacts of development must comply with the provisions of [chapter 82, title 67](#), Idaho Code. Denial of a subdivision permit or approval of a subdivision permit with conditions unacceptable to the landowner may be subject to the regulatory taking analysis provided for by section [67-8003](#), Idaho Code, consistent with the requirements established thereby .

Hayden City Code

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

1. Infrastructure can be constructed to function in a manner that promotes the public health, safety, and welfare.

2. Infrastructure can be constructed and located in an orderly manner that accommodates ongoing maintenance needs when taking into consideration collocation of other infrastructure.
3. Infrastructure is or will be in compliance with applicable city, state, and federal policies and regulations as follows:
 - a) Provisions have been made for a water supply system that satisfies city, Idaho Department of Environmental Quality (IDEQ) and Northern Lakes Fire Protection District requirements.
 - b) Provisions have been made for a public sewage system in accordance with the city and Hayden Area Regional Sewer Board's (HARSB) adopted sewer master plans, as amended, that satisfied city, HARSB, and IDEQ requirements and that the existing or proposed systems can accommodate the proposed sewer flows.
 - c) Provisions have been made for snow storage that satisfies the City Public Works Department as the design relates to snow storage and removal practices. If snow storage is proposed to be co-located with stormwater, it shall only be in roadside swale areas and not in regional detention basins unless approved administratively by the City engineer who shall determine that the likelihood of flooding is minimal.
 - d) Provisions have been made for stormwater systems that satisfy the city and IDEQ requirements.
 - e) Provisions have been made for streets that are consistent with the adopted transportation plan, as amended, and the transportation element of the adopted comprehensive plan, as amended, and that satisfies the city, ITD, adjacent jurisdictions, and local highway district requirements. Where cul-de-sacs are proposed, they are required to be approved administratively by the City engineer who shall determine that they are limited to portions of developments in which street continuity is not foreseeable due to property configurations and /or that they are needed to address site-specific conditions. A cul-de-sac shall be limited to 400' in length measured from the edge of adjacent street right-of-way to the back of the cul-de-sac, unless an exception to this standard is allowed by the City Engineer.
 - f) Provisions have been made for parks and open space that are consistent with the adopted parks master plan, as amended, and that satisfies the city's requirement.
4. Provisions have been made for erosion controls and geo-hazards stabilization both during construction and as needed for permanent controls to the satisfaction of the city.

5. Provisions have been made for gas, power, telecommunications, mailboxes, and similar infrastructure.
6. Provisions have been made for driveway locations that take into consideration the width and location of the driveway in relation to the location of snow storage, utility boxes, crosswalks, adjacent roads, mailboxes and the like.
7. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.
8. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that in most cases, off-site improvements will be dealt with through the agreements.

12-3-4: PROCEDURES

A. Subdivision Plan Standards: Every subdivision plan shall consist of one or more maps, prepared by an engineer or surveyor licensed in the State of Idaho and drawn to a scale that is reasonable and legible with written data which considered together, they shall fully and clearly disclose the following information:

1. The name of the proposed subdivision;
2. The legal description of the land contained within the subdivision;
3. The names, mailing addresses, telephone numbers, fax numbers and e-mail addresses of the applicant and all persons, firms and corporations holding interests in said land;
4. Proof of ownership and consent from all property owners and lienholders granting authorization to subdivide the property and the name and contact information of the authorized agent;
5. A list, prepared by a title company licensed to do business in the State of Idaho, of the names and mailing addresses of all property owners whose property is within or adjacent to the area bounded by lines three hundred feet (300') from the external boundary of the entire proposal area. Such list shall be provided on self-adhesive labels in the number of copies necessary for the hearing(s) scheduled. Said list shall be accompanied by a date stamped tax map prepared by Kootenai County;
6. The name, a mailing address, telephone number, fax number, and e-mail address of the Idaho licensed engineer that prepared the plan;
7. The location of the boundary lines of the proposed subdivision in relation to section, quarter section and quarter-quarter section lines and any adjacent corporate boundaries of the City which are part of the legal description of the property;
8. The boundaries and dimensions of all blocks and lots within the proposed subdivision together with the numbers proposed to be assigned each block and lot. A lot utilized for open space, placement of utility infrastructure such as a lift station, and the like shall be titled a "tract";
9. A data table showing the number of lots, the smallest, largest and average lot area within the proposal site, the total acreage of the entire proposal area, and the density in lots per acre;
10. A statement of proposed provisions for irrigation/domestic water supplies and sewage disposal in the form of a will serve letter from the applicable purveyor, and the Idaho Department of Environmental Quality approved facility plan, if applicable;

11. A sketch map of the general vicinity in which the land proposed for subdivision lies prepared at a scale of not more than four hundred feet (400') to the inch. The vicinity map shall show all adjacent lots and shall show how the streets and alleys in the proposed subdivision connect with existing and proposed streets and alleys in neighboring subdivisions and unplatted property;

12. Any existing or proposed easements and right-of-way dedications, easements to be labeled with the name of the recipient and purpose of the easement;

13. All existing and proposed streets. Show plan, profile and cross sections along with street names (existing and proposed);

14. All adjacent streets. Show existing right-of-way width, and the location of centerline, swales, curbs and sidewalks, and trees;

15. Show location of existing structures such as septic tanks, drain fields, underground storage, wells, houses and outbuildings with notes to indicate if they will remain or be removed along with setbacks from proposed lot lines and streets. Additionally, show the location of any natural features such as wooded areas, streams, drainageways, flood hazard areas identified on the flood insurance rate map, rock outcroppings, or other sensitive, hazardous, or difficult to develop areas;

16. Location, dimensions and area of all tracts of land to be set aside for parks, open space, or other public use or for the use of property owners in the proposed subdivision. Include information on park amenities and uses demonstrating compliance with the City's park plan, annexation agreements, development agreements and the like;

17. Provide a graphic and narrative depicting and explaining development phases, or stages, if the project will be done over several years;

18. Provide preliminary construction plans (typically 50 - 70 percent design unless otherwise approved by the City Engineer) for the subdivision demonstrating constructability and functionality which shall include:

a. Proposed utility infrastructure plan indicating locations, sizes and approximate centerline grades;

b. General grading plan showing existing and proposed topography, identifying areas of cut and fill of over two feet (2') along with and existing and proposed all surface water flow patterns. Conceptual stormwater management plans for all proposed subdivision infrastructure shall be provided;

c. Pedestrian and bicycle circulation plans;

d. A general right-of-way landscape plan;

e. Proposed mailbox locations;

f. Traffic studies;

g. Snow storage and removal plan;

h. Geotechnical or similar study, if required by the City Engineer.

19. For projects which may result in potential negative impacts from the proposed development, additional studies to evaluate the impacts and identify potential mitigation measures may be required as part of the project review process. Such studies may include, but not be limited to, the following:

a. Additional transportation impact analysis shall be required for all development as identified in the currently adopted Traffic Impact Analysis policies.

(1) The requirement may be waived by the City Engineer after his/her review of the City's traffic model and a determination that the analysis is not likely to result in the need for mitigation.

(2) The applicant shall be responsible for all costs associated with a transportation impact analysis and potential mitigation as defined in the study.

b. Additional infrastructure plans and feasibility analyses may be required for submittal to the city for sewer collection and pretreatment infrastructure as required by the City's currently adopted Master Sewer Plan.

c. Additional infrastructure plans and feasibility analyses may be required for submittal to the City for stormwater collection infrastructure in accordance with the City standards and Idaho Department of Environmental Quality standards.

d. Additional geotechnical and/or environmental studies may be required to be completed by the applicant for submittal as part of the project review process, in circumstances where:

(1) Construction activities and/or processes will require blasting or construction activities and processes will result in excessive production of noise, smoke, fumes, odors, hazardous materials, emissions or discharges during construction;

(2) The proposed project is located in an area where sensitive or hazardous conditions are present (this may include, but is not limited to, certain soil conditions, shallow bedrock, seasonal high-water table, wetlands, surface water bodies, or slopes in excess of 15%), where said conditions create the need for special precautions during site construction; or

(3) The project contains a documented and unmitigated environmental hazard, including, but not limited to, underground storage tanks, illegal dump sites, contaminated soils, or other such "brown field" conditions as may be documented.

B. 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 fourteen (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 fifteen (15) days prior to the public hearing notice of the public hearing, shall be published in the official newspaper of the City and shall be provided by mail to those property owners owning land within three hundred feet (300') of the external boundaries of the land being considered along with any additional properties that may be substantially impacted by the proposed subdivision, said determination of substantial impact is to be made by the Planning and Zoning Commission. When notice is required to two hundred (200) or more property owners, extraordinary notice may be given as provided by State law. Notice will also be provided, posted and maintained in accordance with the standards of section [11-12-4](#) of this Code. The applicant shall bear all costs of publication, mailing of the notices, and posting on the property. The assessors' maps and the title company search will be current within the sixty (60) days prior to issuing notice to the public agencies. If the information is more than sixty (60) days old at the time the notice is issued, the applicant shall provide current information.

C. Planning and Zoning Commission Public Hearing: At, or prior to, the public hearing, the City staff (Planning, Engineering, and other staff as required) shall provide a Staff Review for the Planning and Zoning Commission. This staff review shall address the request based on the standards of approval and City Code, adopted facility plans, including but not limited to transportation, sewer and parks, policies and standards, and provide staff recommended conditions of approval to ensure compliance with the City's requirements.

D. Planning And Zoning Commission Recommendation: After the Planning and Zoning Commission has reviewed the subdivision plan at the public hearing, the commission shall forward a written recommendation to the City Council. The commission shall recommend approval, approval with conditions, or disapproval of the subdivision as soon as practicable. The

City staff shall provide the written recommendation of the commission to the developer and shall advise the developer that the subdivision will be placed on the agenda of the City Council at the earliest practicable date, only upon the developer's written request.

E. City Council Decision: Upon receipt of a written request that the subdivision be placed on the Council agenda, the subdivision request will be placed on the next available Council agenda. The City Council, upon receipt of recommendations from the Planning and Zoning Commission, and after opportunity to review the file and minutes from the public hearing, shall act upon the request. The City Council may approve, approve with conditions, or disapprove the subdivision. City staff will notify the developer in writing of the decision of the City Council. Should the Planning and Zoning Commission recommend a substantive change to the preliminary subdivision plan involving a significant change, including, but not limited to, substantial changes in layout, density, or points of access, a public hearing may be required before the City Council, with proposed revisions as recommended by the commission subject to agency and public notice requirements for a public hearing, as detailed in subsection B of this section. Should the applicant wish to contest the recommendations of the Planning and Zoning Commission, the applicant may provide a written statement of their objections regarding the Planning Commission recommendations for inclusion in the City Council deliberations on the subdivision request. Such written statements must be received at least five (5) days prior to the scheduled City Council meeting.

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

1. Infrastructure can be constructed to function in a manner that promotes the public health, safety, and welfare.

2. Infrastructure can be constructed and located in an orderly manner that accommodates ongoing maintenance needs when taking into consideration collocation of other infrastructure.

3. Infrastructure is or will be in compliance with applicable City, State, and Federal policies and regulations as follows:

- a. Provisions have been made for a water supply system that satisfies City, Idaho Department of Environmental Quality (IDEQ) and Northern Lakes Fire District requirements.

- b. Provisions have been made for a public sewage system in accordance with the City and Hayden Area Regional Sewer Boards (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.

- c. Provisions have been made for snow storage that satisfies the City Public Works Department as the design relates to snow storage and removal practices. If snow storage is proposed to be co-located with stormwater, it shall only be in roadside swale areas and not in regional detention basins unless approved administratively by the City Engineer who shall determine that the likelihood of flooding is minimal.

- d. Provisions have been made for stormwater systems that satisfy the City and IDEQ requirements.

- e. Provisions have been made for streets that are consistent with the adopted transportation plan, as amended, and the transportation element of the adopted Comprehensive Plan, as amended and that satisfies the City, ITD, adjacent jurisdictions, and local highway district requirements. Where cul-de-sacs are proposed, they are required to be approved administratively

by the City Engineer who shall determine that they are limited to portions of developments in which street continuity is not foreseeable due to property configurations and/or that they are needed to address site specific conditions. A cul-de-sac shall be limited to four hundred feet (400') in length measured from the edge of adjacent street right-of-way to the back of the cul-de-sac, unless an exception to this standard is allowed by the City Engineer.

f. Provisions have been made for parks and open space that are consistent with the adopted Parks Master Plan, as amended, and that satisfies the City's requirement.

4. Provisions have been made for erosion controls and geohazards stabilization both during construction and as needed for permanent controls to the satisfaction of the City.

5. Provisions have been made for gas, power, telecommunications, mailboxes, and similar infrastructure.

6. Provisions have been made for driveway locations that take into consideration the width and location of the driveway in relation to the location of snow storage, utility boxes, crosswalks, adjacent roads, mailboxes and the like.

7. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this Code.

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

G. Approval Duration: Failure to file the final plat application within two (2) years after the date of City Council approval of the master development agreement which approved the preliminary plat shall cause all approvals of said subdivision plan to be null and void, unless an extension of one year has been applied for by the developer and approved by the City Council, except as provided for in subsection I3 of this section. After the two (2) years have elapsed, the developer may apply for and receive additional extensions for good cause of time if actual work has been commenced and is continuing on the installation of the improvements up to a maximum of five (5) years, after which the preliminary plat approval shall be null and void and reapplication for a new preliminary plat application shall be required.

H. Changes, Alterations Or Deletions:

1. Upon issuance of agency and/or public hearing notices, and prior to approval of the preliminary subdivision plan by the City Council, any alterations of the plan must be reviewed by the Community and Economic Development Director or his/her designee to determine if the alterations are considered substantive. If the amendment is major or involves a substantial or significant change to the plan, said changes may be subject to agency and public notice requirements as detailed in subsection B of this section.

2. After approval of the subdivision plan and before approval of a final subdivision plat, the City Engineer may, in writing, approve minor changes of the plan. If an amendment is major or involves a substantial change in the conditions of approval, the same procedures for a public hearing for subdivision plan approval must be followed to address the requested amendment. The public hearing on the proposed amendment shall be limited to the proposed amendment, and the commission shall make a decision to recommend approval, approval with conditions, or denial. The recommendation will be brought forward for City Council decision as an addendum to the development agreement.

I. Phasing Of Subdivisions:

1. Subdivisions may be phased, to be developed in portions periodically according to a proposed schedule, so long as each phase contains all of the necessary improvements to function as a subdivision without the completion of any of the other phases. The developer shall indicate plans for phasing at the time of application. The plans shall show proposed phasing boundaries, proposed interim or temporary solutions to sanitary sewer systems and to the handling of traffic on local streets within the subdivision and shall be accompanied by a narrative description of assurance of completion of permanent system improvements.

2. A phasing plan shall coordinate required infrastructure systems, dedications, off site improvements, open space/parks, landscaping, private utilities, or other elements of a subdivision. The plan may indicate times of triggering mechanisms for improvements.

3. Approval duration for phased subdivision: The application for the first plat in a phased subdivision shall be made in accordance with section [12-3-3](#) of this chapter and the final plat application for the final phase of a phased subdivision shall be submitted no later than five (5) years after the date of City Council approval of the master development agreement which approved the entire subdivision in concept unless extensions of one year have been applied for by the developer and approved by the City Council or if some other time frame has been agreed to in the master development agreement.

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

POTABLE WATER AND FIRE-FLOW

Will serve letters are required by Hayden City Code §12-3-4(A) (10). 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 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.

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 these locations.

Revisions to the conceptual plans may be required by the City Engineer as part of the construction plan approval for the subdivision. The Developer shall be required to reflect all necessary sewer easements on the face of the final plat of the subdivision

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 the City cannot 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 Homeowner’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.

Addressing Requirements:

The Developer shall confirm street names comply with 9-1-1 emergency addressing requirements as detailed in City Code §9-5 and are deemed acceptable by the City, with said street name to be reflected on the preliminary and final subdivision plats.

Street Requirements:

Plan and Profile scales shall be not more than 1" = 50' Horizontal and 1" = 5' Vertical on an 11" x 17" drawing (or sheet of paper).

All required street improvements shall be in accordance with current City Standard Drawings, including pedestrian ramps, sidewalks, stormwater facilities, etc.

Street Lighting:

The Developer shall be required to provide street lighting construction plans along all internal streets and at intersections with external streets, as part of the construction drawings, meeting the design standards identified in Hayden City Code 11-4-5, to be installed as required subdivision improvements. The determination of adequate light coverage and the requirement of an additional light at both internal and external intersections shall be made by the City Engineer at the time of construction plan review.

Signage:

Break-away type street signs, including stop signs, speed limit signs, and other signs as may be required, shall conform with MUTCD standards, and shall be installed by the developer, with signs identified, and locations shown on construction plans to be approved by the City Engineer.

Landscaping:

Detailed landscaping plans, conforming to the requirements of City Code, with proposed landscaping along street frontages and proposed swales, shall be submitted for the entire development with construction plans for required subdivision improvements, for review and approval by the City.

Specifically, the developer shall be required to provide a minimum of a "Type IV" landscape buffer along all street frontages. Regarding swales and required landscaping along street frontages adjacent to the internal streets, the swale shall be constructed and seeded with an approved seed mix prior to final plat approval and the Type IV landscaping shall be a requirement of the building permit.

The finish construction of the swale and street frontage landscaping shall include installation of swale turf grass and drainage infrastructure, approaches, street trees, and irrigation systems, and shall be the responsibility of the property owner (or their representative) and shall be installed as a required condition of approval for a residential building permit. The work within the right-of-way shall only be authorized through an approved right-of-way encroachment permit and shall be guaranteed by the permittee in accordance with Hayden City Code §7-2-19.

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 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. Mailbox locations shall be allowed only 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 and in accordance with the standard detail of ST-013. Particular attention will be paid to those lots at intersections to avoid conflict with required traffic flow; 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 regionally connected City with a small-town feel, defined by responsible growth and planning. The City maintains strong systems that align with the values of its citizens, including top-tier K-12 schools, an efficient roadway system that manages traffic well, and plentiful open space. The City maintains a small-town feel by concentrating high-impact development at nodes and along corridors and preserving natural open space. The City also encourages a small-business culture to enhance and encourage a healthy, connected, family-friendly community.

GOALS: Broad Statements indicating a general aim or purpose to be achieved. 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: Statements providing guidelines for current and future decision-making or position-taking. A policy indicates a clear commitment of the Hayden City Council. It 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 columns show how the goals, policies, and actions interrelate. In many cases, a single goal serves the needs of multiple planning topics. This has been summarized by abbreviations of the main topics of Hayden’s Comprehensive Plan as outlined Table 2-1.

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

The Goals and Policies of the Comprehensive Plan are attached here in their entirety.

Table 2-2: Goals

Element	No.	Goal	Policy Reference	Action Reference
LU, NR, HA, PR, T, PF, U, H, CD, I, ED, CBD	1	The City of Hayden will promote and actively participate in intergovernmental coordination efforts at the regional and at the local level.	2, 16, 18, 21, 22, 23	5, 7, 9, 10, 13, 14, 15, 18, 19, 20, 21, 23, 24, 26, 29
LU, I, CD	2	The Comprehensive Plan is a living document and serves as a guide for development; components of the Comprehensive Plan are updated as necessary to reflect the community’s vision.	2, 4	1, 2, 4, 5, 7, 9, 10, 19, 22, 25, 28, 29
H, LU, T, PF, NR, PR	3	Maintain an attractive and balanced mix of land uses, densities, and housing types, ensuring the future character of the community; promote greater choices and opportunities.	4, 7, 11, 12, 17	1, 3, 4, 12, 13, 24, 25, 27
PF, T, U, LU, NR, H	4	The City of Hayden should encourage the development of land within the corporate limits of Hayden prior to annexation of adjacent areas.	1, 2, 4, 5, 9, 13, 14, 16	3,10, 14, 18, 23
H, CD, I, LU	5	Preserve, protect and strengthen the vitality and stability of existing neighborhoods.	3, 7, 8, 11, 12, 15, 19, 24	3, 4, 5, 12, 15, 16, 24, 27
LU, H, T, CD, CBD	6	Promote an identity-rich downtown core that offers a mix of uses.	2, 8, 11, 12, 17, 22, 24	3, 4, 12, 13, 14, 15, 24, 25, 26, 29
ED, PF, LU, U, T, CBD, H	7	Provide a balance of commercial uses in designated areas throughout the community centered around established transportation corridors, while protecting the character of adjacent land uses.	2, 8, 11, 12, 17, 22, 23	1, 9, 11, 12, 13, 14, 25
LU, T, U, H, PF	8	Ensure all development can be serviced by existing public facilities or extended to adequately serve the development.	1, 2, 4, 5, 7, 9, 13, 14, 16	4, 10, 18, 19, 20, 21, 23
LU, PR, PF, CD, T	9	Ensure adequate park, recreation and open space are provided -and maintained for the continued enjoyment of the community.	2, 3, 7, 9, 10, 13, 19, 20, 24	3, 15, 16, 17, 27
LU, PF, PR, CD, I, NR, ED	10	Adequately site essential public facilities and utilities without compromising surrounding neighborhood integrity and character, while contributing to the overall livelihood of the community; assure facility capacity aligns with projected growth and land use types.	1, 2, 4, 6, 13	4, 16, 17, 18, 19, 20, 21
LU, NR, PF, PR, H, CD, I	11	Emphasize the enhancements and maintenance of existing parks while creatively seeking ways to acquire and develop future recreational facilities that meet a variety of community recreational interests.	3, 7, 9, 10, 19, 20, 21	3, 6, 15, 16, 17, 24, 26, 27, 29
LU, U, T, PR, H, CD	12	Establish a balance between jobs and housing to attract new employment and living opportunities.	11, 12, 17, 23	1, 3, 4, 12, 13, 14

Element	No.	Goal	Policy Reference	Action Reference
LU, U, T, H, CD, CBD	13	Enhance bicycle and pedestrian connectivity and infrastructure in order to better serve residents and tourists while protecting its historical and cultural character and attracting new business.	2, 6, 7, 8, 10, 12, 17, 21, 24	9, 11, 12, 14, 15, 26, 27
LU, NR, PR, I	14	Protect, preserve and be stewards of our environment's natural areas and resources which enhance the quality of life in the City.	3, 7, 10, 20, 21	5, 6, 7, 8, 10, 15, 16, 17, 22, 23, 27, 28, 29
LU, T, PR, NR, P, SFT, LU, NR, A, U, XP, R, SA, H, CD, I AF	15	Coordinate the timely development of efficient, effective and environmentally sound sewer, water and other utility infrastructure servicing the community, assuring costs of development are shared equitably and accommodate for ongoing growth of Hayden.	1, 4, 7, 13, 14, 16, 18	6, 8, 9, 10, 18, 19, 20, 22
PR, LU, H, CD, I	16	Ensure that ordinances and policies do not violate private property rights, adversely impact property values or create unnecessary limitations on land use.	2, 12, 15, 23	1, 2, 3, 4, 10, 23, 24
PR, LU, H, CD, I, CBD	17	Promote and encourage the development and rehabilitation of quality housing through a variety of housing options and densities.	2, 11, 12, 17	1, 3, 4, 24, 25
H, LU, T, PR, ED, CBD	18	Honor Hayden's past while promoting a sense of place through quality public spaces, trails, neighborhoods, design etc.	2, 8, 11, 12, 17, 23, 24	1, 2, 3, 4, 6, 15, 17, 23, 24, 25, 26, 27, 28, 29
I, CD, LU, T	19	Enhance non-motorized connectivity and reduce the highways impact on the community.	2, 4, 8, 18, 22	9, 11, 26

Table 2-3: Policies

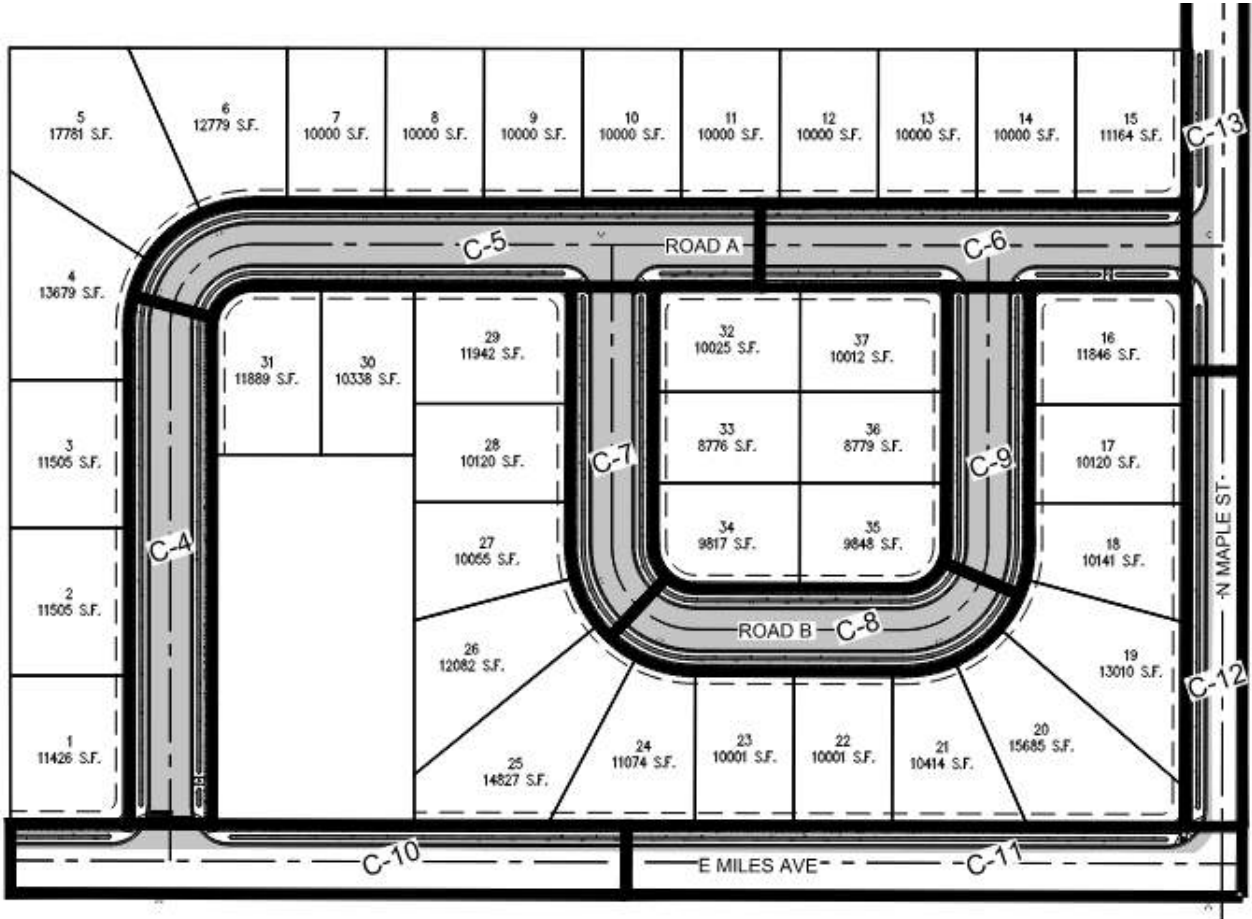
Element	No.	Policy	Goal Reference	Action Reference
U, T, PR, PF, I, ED	1	The City should judiciously evaluate the opportunity to provide sewer, water and other services within the corporate limits and planned future extension of services in areas of impact.	4, 8, 10, 15	4, 5, 10, 19, 20, 21, 22, 23
LU, U, T, PR, PF, H, CD, I, ED	2	Development should 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.	1, 2, 4, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19	1, 2, 3, 4, 5, 9, 10, 12, 18, 19, 20, 23
LU, NR	3	Land use decisions should consider the preservation and enhancement of natural resources.	5, 9, 11, 14	5, 6, 7, 8, 10, 17, 22, 23, 28
LU, NR, U, T, H, CD, I	4	The city should evaluate community-wide impacts from development; identifying their needs for public facilities, utilities, services, circulation, and housing, and the effects on city resources.	2, 3, 4, 8, 10, 15, 19	3, 4, 6, 18, 20, 21, 22
LU, U, T, PF	5	Areas proposed for annexation are to be considered only if they are contiguous to the city limits and adequate infrastructure can be provided to service the development.	4, 8	6, 10
U, T, CD, I, ED	6	City infrastructure improvement projects should aim to improve all above and below ground facilities (paths, connectivity, pedestrian/bike amenities) and utilities (sewer and water).	10, 13	3, 4, 6, 9, 10, 11, 16, 18, 22, 26
NR, R, I	7	Ensure adequate park, recreation and open spaces are provided for and maintained for the continued enjoyment of the community.	3, 5, 8, 9, 11, 13, 14, 15	6, 10, 15, 27
LU, T, PR, ED	8	Improve pedestrian, bicycle and vehicular safety along city streets.	5, 6, 7, 13, 18, 19	4, 9, 11, 15, 16, 20, 25, 26
LU, NR, U, T, PR, H, CD, I	9	Regularly evaluate and update impact fees for support of transportation systems and parks and require developer participation (land donations and mitigation).	4, 8, 9, 11	4, 6, 9, 10, 16, 27, 28
PR, NR, PF	10	Encourage and support recreational activities (passive and active uses) catered to senior citizens, retirees, families, teens and youth populations.	9, 11, 13, 14	4, 6, 15, 16, 20
LU, T, CD, CBD, ED	11	Promote nodes of development and density in the downtown and strategically along transportation corridors.	3, 5, 6, 7, 12, 17, 18	1, 3, 4, 5, 9, 11, 12, 13, 14, 25, 26, 29
LU, T, CD, H, CBD, ED	12	Encourage rezoning and zoning text amendments to support the creation of strategic nodes, higher density development and transition zones between residential and industrial uses.	3, 5, 6, 7, 12, 13, 16, 17, 18	1, 3, 5, 9, 11, 12, 13, 14, 25, 27, 28

Element	No.	Policy	Goal Reference	Action Reference
LU, NR, U, T, PR, H, CD, I, ED	13	Growth should be accompanied by the development of infrastructure, public services, utilities and preservation of open space and recreational facilities within the cities means.	4, 8, 9, 10, 15	4, 5, 8, 9, 10, 11, 18, 20
LU, NR, PF, U, I	14	Coordinate and support local water and irrigation districts in efforts to balance growth with available water supplies and infrastructure.	4, 8, 15	10
NR, HA, I	15	Protect lives and property from environmental and man-made risks and hazards.	5, 16	5, 6, 7, 8, 22, 28
LU, U, T, I	16	Ensure levels of public services, facilities, and utilities are adequate to satisfy the community's needs now and as new development occurs.	1, 4, 8, 15	2, 7, 9, 10, 11, 18, 20
LU, I, ED	17	Encourage small-scale retail activity, restaurants and other service business, as well as attract a live, work, play lifestyle through a mixture of commercial and residential uses.	3, 6, 7, 12, 13, 17, 18	1, 3, 4, 9, 11, 12, 13, 14, 24, 25, 26, 29
T, I	18	Minimize financial and operational impacts resulting from road improvement projects and maintenance.	1, 15, 19	4, 9, 10
PR, NR, I	19	Ensure park and recreation facilities are easily visible and can be found with minimal effort.	5, 9, 11	15, 26
PR, NR, I	20	Encourage revenue-producing parks and recreation development opportunities.	9, 11, 14	10, 15, 16, 17, 24
PR, NR, I	21	Coordinate with all other parks and recreation providers in the region to provide a full spectrum of parks and recreation opportunities.	1, 11, 13, 14	15, 16, 17, 27
T	22	Ensure multi-modal transportation compatibility and connectivity between agencies and jurisdictions through regional coordination.	1, 6, 7, 19	4, 9, 11, 13, 20, 25, 28
LU, I	23	Ensure land use and zoning compatibility related to development (density and type) occurring in close proximity to Coeur d'Alene Airport.	17, 12, 16, 18	1, 2, 5, 13
CBD, T I, CD, PR, PF, ED	24	Explore the location and feasibility of a community center or core development in downtown Hayden.	5, 6, 9, 13, 18	4, 12, 16, 25

Applicant's Materials

SYCAMORE VALLEY SUBDIVISION PRELIMINARY SUBDIVISION PLAN

LOCATED IN THE NW 1/4 OF SEC. 13, T.51N., R.4W., B.M.,
CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO
KOOTENAI COUNTY PARCEL #: H-0450-13-034-ZZ



Sycamore Valley Preliminary Plat

Project Narrative
The Sycamore Valley Subdivision

Prepared by:
Olson Engineering
1649 Nicholson Center St. Suite #102
Post Falls, ID 83854

January 31, 2025

Legal Description

AVONDALE, TR 34

A PORTION OF AVONDALE, E2-E2-TR 35

AVONDALE, W2-E2-TR 35

Project Location

The property is located in the northwest corner of E Miles Ave and N Maple St., in the city of Hayden.



Vicinity Map

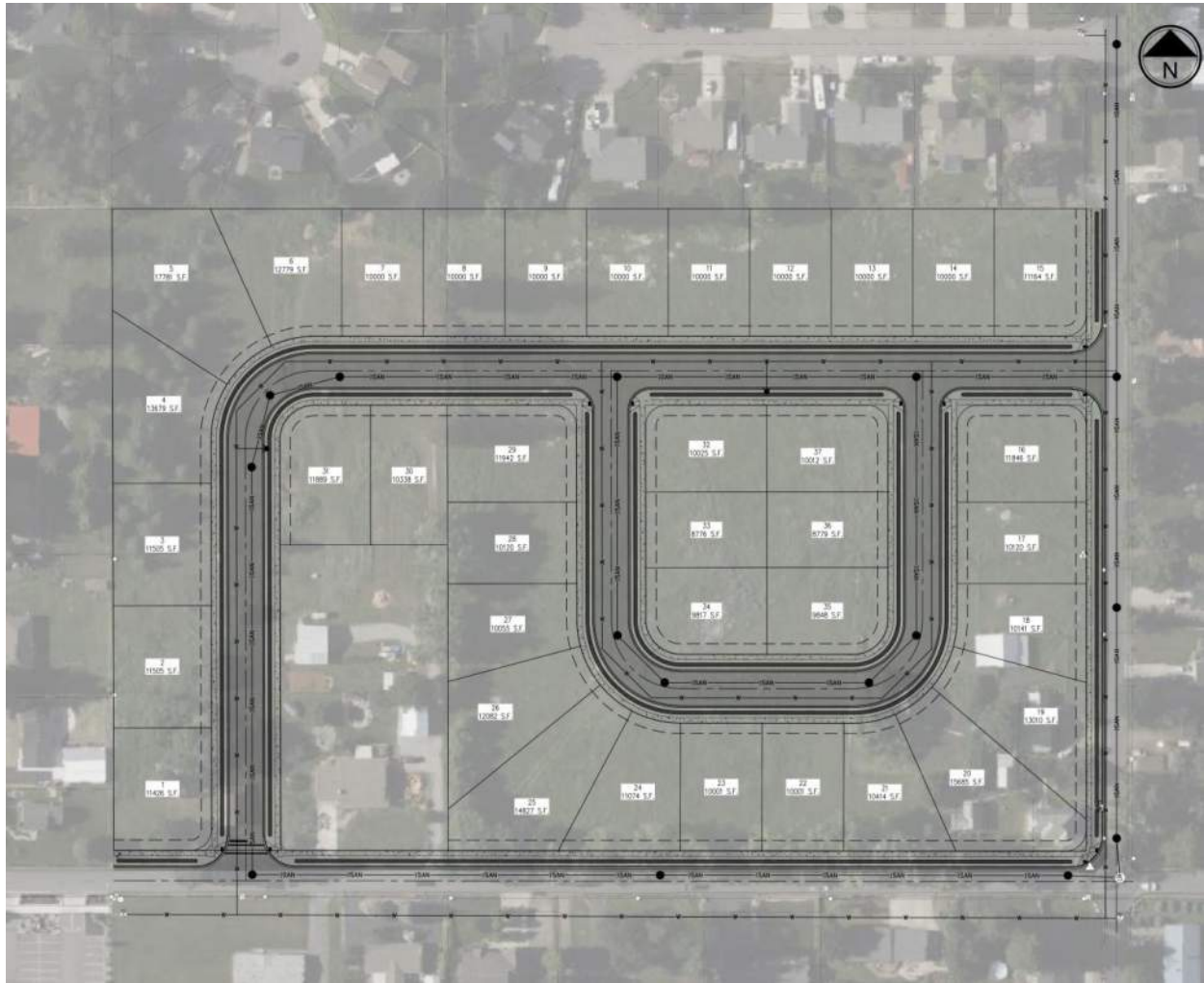
Site Conditions

The property consists of three existing parcels. There is an existing residential structure on each of the parcels. However, the existing structures at 385 E Miles Ave will be demolished. There are no constraining natural features of the property that will prohibit the proposed design. The topography of the site is relatively flat with slopes less than 3 percent in most areas. The western portion of the site is steeper with slopes as much as 8 percent.

There is no evidence of drainage channels/pathways, floodplains, or wetlands on the property.

Project Proposal

The proposed subdivision will consist of 37 single family residential lots. The residential lots will range in size from 8,776 sq ft to 17,781 sq ft. Some larger lots will accommodate single-family homes with shops.



Site Plan

Existing Zoning.

The property is currently zoned Single Family Residential (R1).

Surrounding Zoning

R-1

Comprehensive Plan

This property is part of the City of Hayden, and the 2040 Comprehensive Plan offers guidance as to how the property will be best utilized upon redevelopment. Goals and policies can be found in Chapter 2-Policy Framework section of the comprehensive plan. The following goals and policies that are directly related to this proposal are as follows:

“The City of Hayden should encourage the development of land within the corporate limits of Hayden prior to annexation of adjacent areas.”

This parcel is currently with Hayden city limits so the development of this land should be encouraged over lands that require annexation.

“Improve pedestrian, bicycle and vehicular safety along city streets.”

This project is adding frontage improvements including sidewalks on Miles and Maple to provide safer travel.

“Coordinate the timely development of efficient, effective and environmentally sound sewer, water and other utility infrastructure servicing the community, assuring costs of development are shared equitably and accommodate for ongoing growth of Hayden.”

The most effective and efficient option for sewer and water was chosen for this subdivision.

Streets

The development will dedicate required right-of-way and make improvements along Miles and Maple. These improvements will include sidewalks and pedestrian crossings. Streets will be widened in accordance with the City’s transportation plan. Internal streets will be designed to city standards.

Utilities

Sewer will be provided by the city of Hayden. The city engineer has indicated adequate capacity at this location.

Potable water will be provided by Avondale Irrigation District and a will-serve letter has been provided.

Gas and electric will be provided by Avista and/or Kootenai Electric Cooperative.

Multiple data providers are available in the immediate vicinity.

Summary

The owner of the property is requesting to subdivide 3 existing parcels located in the City of Hayden in the R-1 zoning. The “Sycamore Valley Subdivision” will provide attractive housing that will promote the natural feel of the neighborhood.

The developer will be required to dedicate the necessary public rights-of-way, make required upgrades to public infrastructure and pay permits and impact fees. In addition to adding to the City’s tax base, these developer contributions will ensure that the development does not burden the residents of Hayden.

SYCAMORE VALLEY SUBDIVISION PRELIMINARY SUBDIVISION PLAN

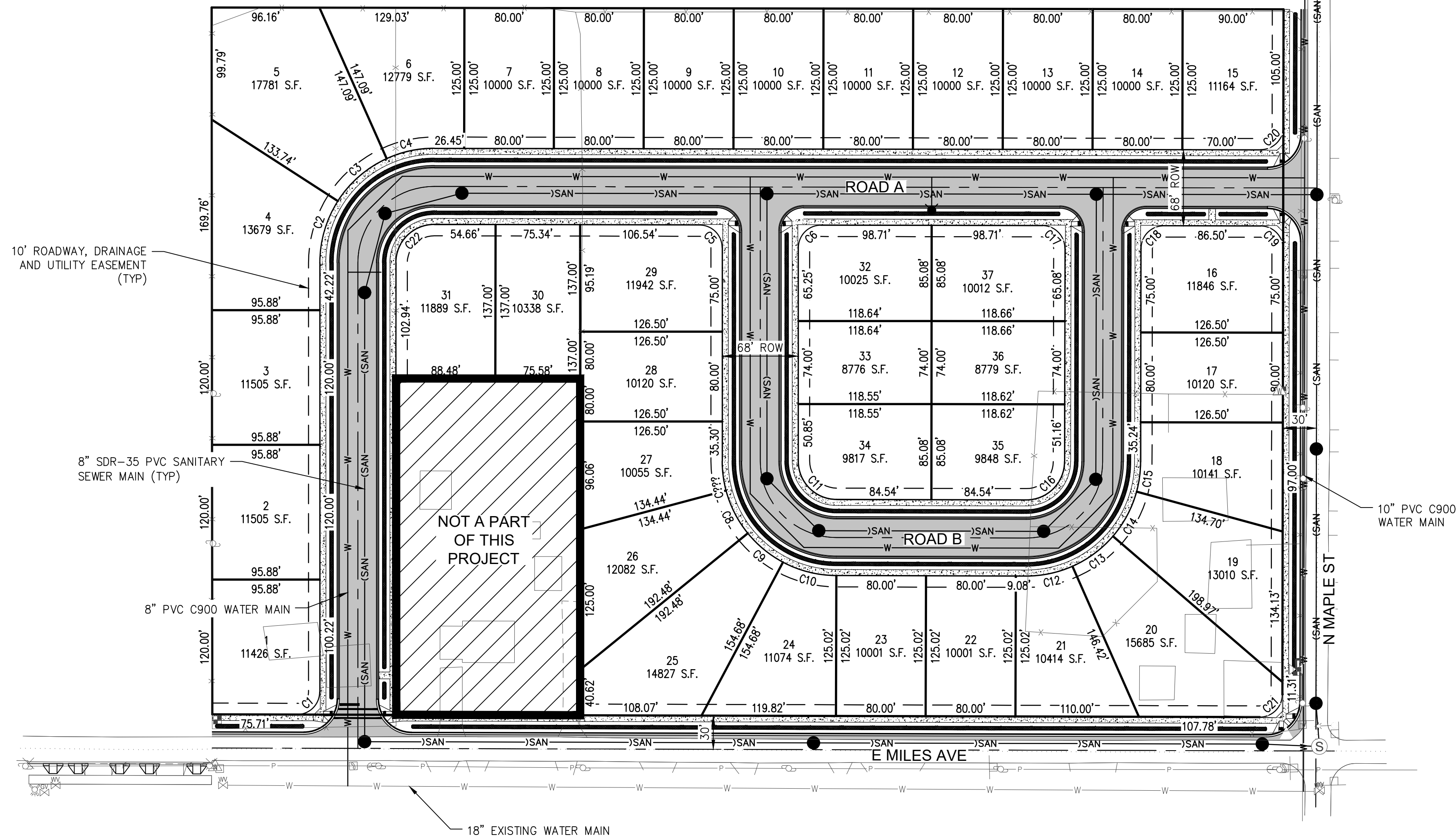
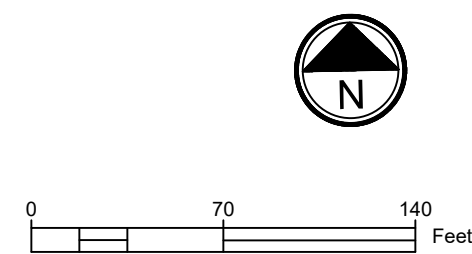
LOCATED IN THE NW 1/4 OF SEC. 13, T.51N., R.4W., B.M.,
CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO
KOOTENAI COUNTY PARCEL #: H-0450-13-034-ZZ



SSMH
RIM: 2292.19'
IE: 2285.30'

SSMH
RIM: 2290.92'
IE: 2284.23'

E DANA CT



Parcel Curve Table				
SEGMENT	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING
C???	102.00'	26.51'	26.43'	N6°09'56\"W
C2	102.02'	57.98'	57.20'	N17°33'57\"E
C3	102.00'	58.56'	57.76'	S50°17'50\"W
C4	98.05'	43.89'	43.52'	S79°03'46\"W
C5	20.00'	31.38'	28.26'	S43°40'11\"E
C6	20.00'	31.45'	28.31'	N46°19'49\"E
C8	102.00'	43.11'	42.79'	S25°43'13\"E
C9	102.00'	40.78'	40.51'	S49°17'03\"E
C10	102.00'	49.54'	49.05'	N74°39'07\"W
C11	34.00'	53.32'	48.02'	N43°38'34\"W
C12	102.00'	42.67'	42.36'	N79°27'03\"E
C13	102.00'	45.36'	44.99'	S54°43'34\"W
C14	102.00'	45.36'	44.99'	S29°14'43\"W
C15	102.00'	26.92'	26.85'	S8°56'34\"W
C16	34.00'	53.44'	48.11'	S46°24'28\"W
C17	20.00'	31.42'	28.28'	S43°37'10\"E
C18	20.00'	31.42'	28.28'	N46°22'50\"E
C19	20.00'	31.42'	28.28'	S43°37'10\"E
C20	20.00'	31.42'	28.28'	S46°22'50\"W
C21	20.00'	31.43'	28.30'	N46°22'28\"E
C22	34.00'	53.47'	48.12'	S46°19'53\"W

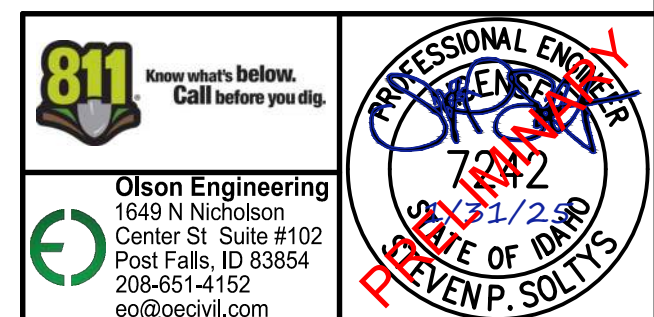
LOTS SUMMARY TABLE	
NUMBER OF LOTS	37
MIN. LOT SIZE	8,776 SF
MAX. LOT SIZE	17,781 SF
AVG. LOT SIZE	11,098 SF
TOTAL ACREAGE OF PARCEL	12.674 AC
LOTS/ACRE	2.92
RIGHT OF WAY	3.337 AC

SINGLE FAMILY HOME LOTS = 37

BUILDING SETBACKS (R1 ZONING)

SINGLE FAMILY HOMES:

FRONT SETBACK = 25'; 35'
SIDE SETBACK = 10'; 5'
REAR SETBACK = 25'; 5'
FLANKING SIDE SETBACK= 15'



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Center St. Suite #102
Post Falls, ID 83854
208-651-4152
eo@oecivil.com

SYCAMORE VALLEY

prj: 587 E MILES AVE
HAYDEN, ID

loc: SUBDIVISION PLAN

#	DATE	REVISION

P-1

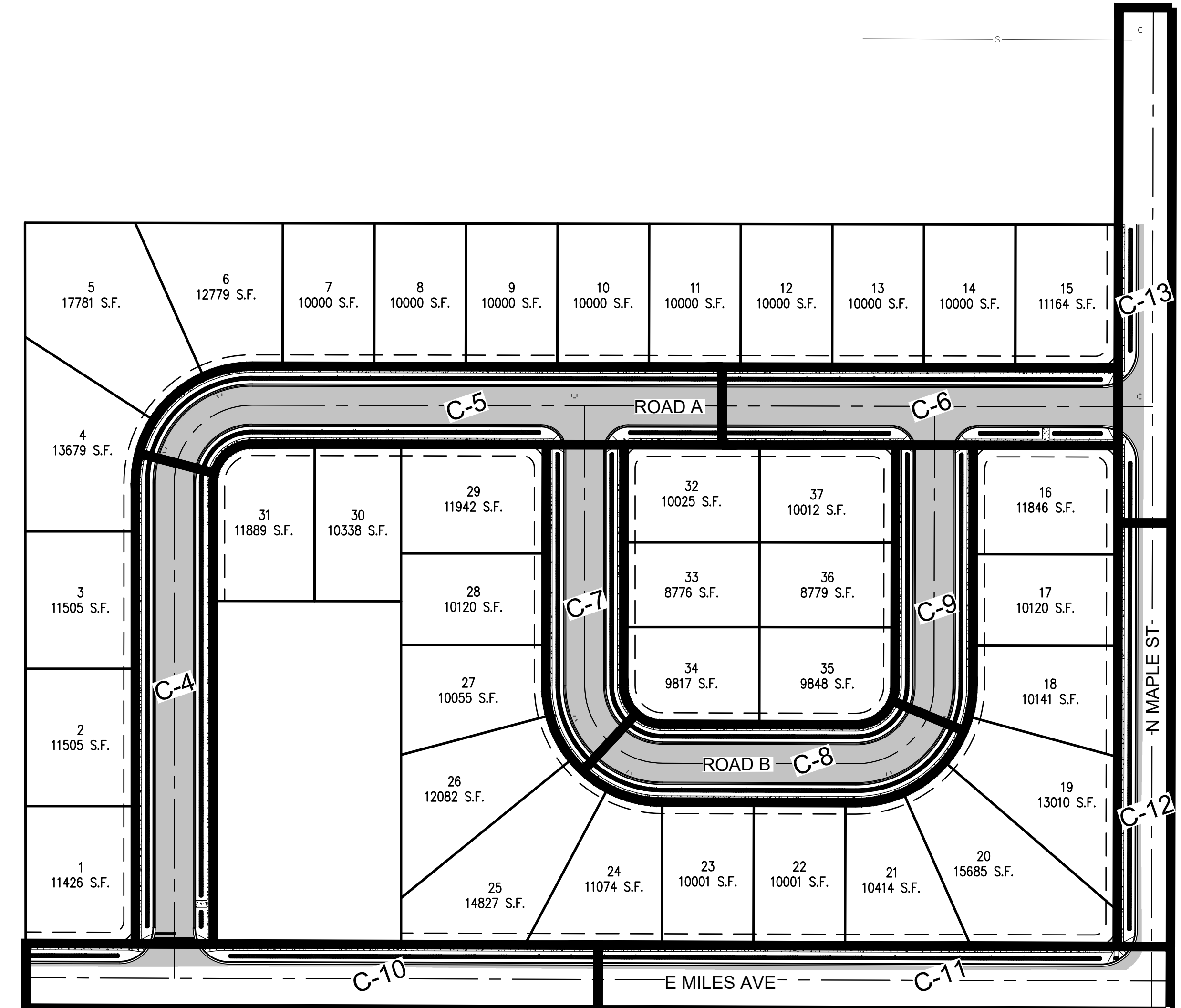
SYCAMORE VALLEY SUBDIVISION PRELIMINARY CIVIL ENGINEERING PLANS

LOCATED IN THE NW 1/4 OF SEC. 13, T.51N., R.4W., B.M.,
CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO
KOOTENAI COUNTY PARCEL #: H-0450-13-034-ZZ

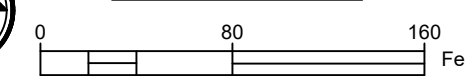
KULKA LAND LLC
8720 KULKA RD
LAS VEGAS, NV 89161



VICINITY MAP
NTS



SITE MAP



MONUMENT SEARCH NOTE IC 55-1613

AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS, AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.

VERTICAL DATUM

VERTICAL DATUM IS NAVD-88.

CONSTRUCTION GENERAL PERMIT

THIS PROJECT IS LOCATED ON THE SPOKANE VALLEY RATHDRUM PRAIRIE AQUIFER WITH DEEP, EXTREMELY WELL-DRAINED GRANULAR SOILS. THERE ARE NO SURFACE WATER DISCHARGE POINT DISCHARGE LOCATIONS ON SITE AND THEREFORE THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE EPA CONSTRUCTION GENERAL PERMIT.

LEGEND OF EXISTING FEATURES

	PROPERTY LINE
	WATER LINE
	POWER OVERHEAD
	UTILITY POLE
	STREET LIGHT
	SANITARY SEWER MANHOLE
	UTILITY POLE ANCHOR
	GAS STUB
	SIGN
	TELEPHONE RISER
	FIREHYDRANT
	WATER METER
	WATER STUB
	WATER VALVE
	GAS VALVE

SHEET INDEX

C-1	COVER SHEET
C-2	GENERAL NOTES (RESERVED)
C-3	TYPICAL SECTIONS
C-4	ROAD A, STA: 10+00 TO 14+50
C-5	ROAD A, STA: 14+50 TO 19+50
C-6	ROAD A, STA: 19+50 TO 23+25.94
C-7	ROAD B, STA: 10+00 TO 13+00
C-8	ROAD B, STA: 13+00 TO 16+00
C-9	ROAD B, STA: 16+00 TO 18+71.04
C-10	E MILES AVE, STA: 10+00 TO 15+00
C-11	E MILES AVE, STA: 15+00 TO 20+00
C-12	N MAPLE ST, STA: 10+00 TO 14+50
C-13	N MAPLE ST, STA: 14+50 TO 19+00



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PRELIMINARY

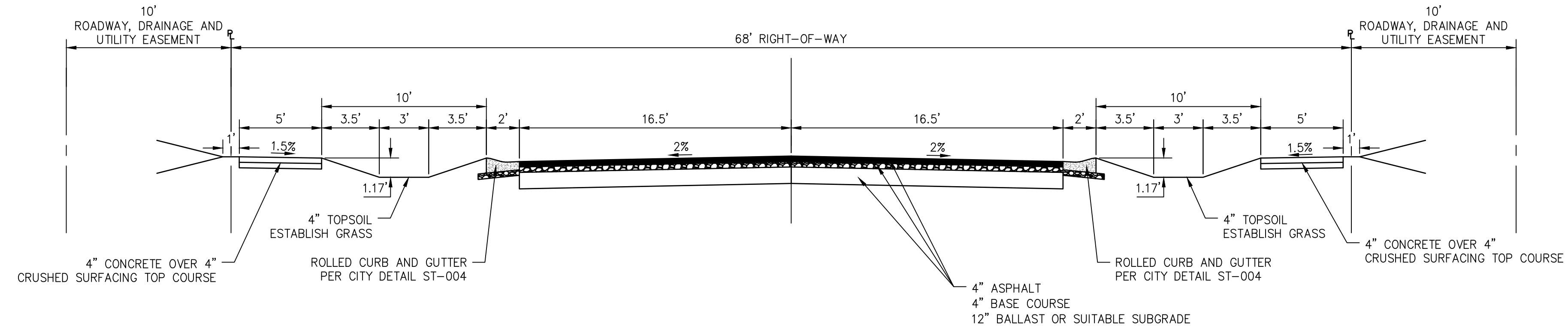
SYCAMORE VALLEY

prj: 587 E MILES AVE
HAYDEN, ID

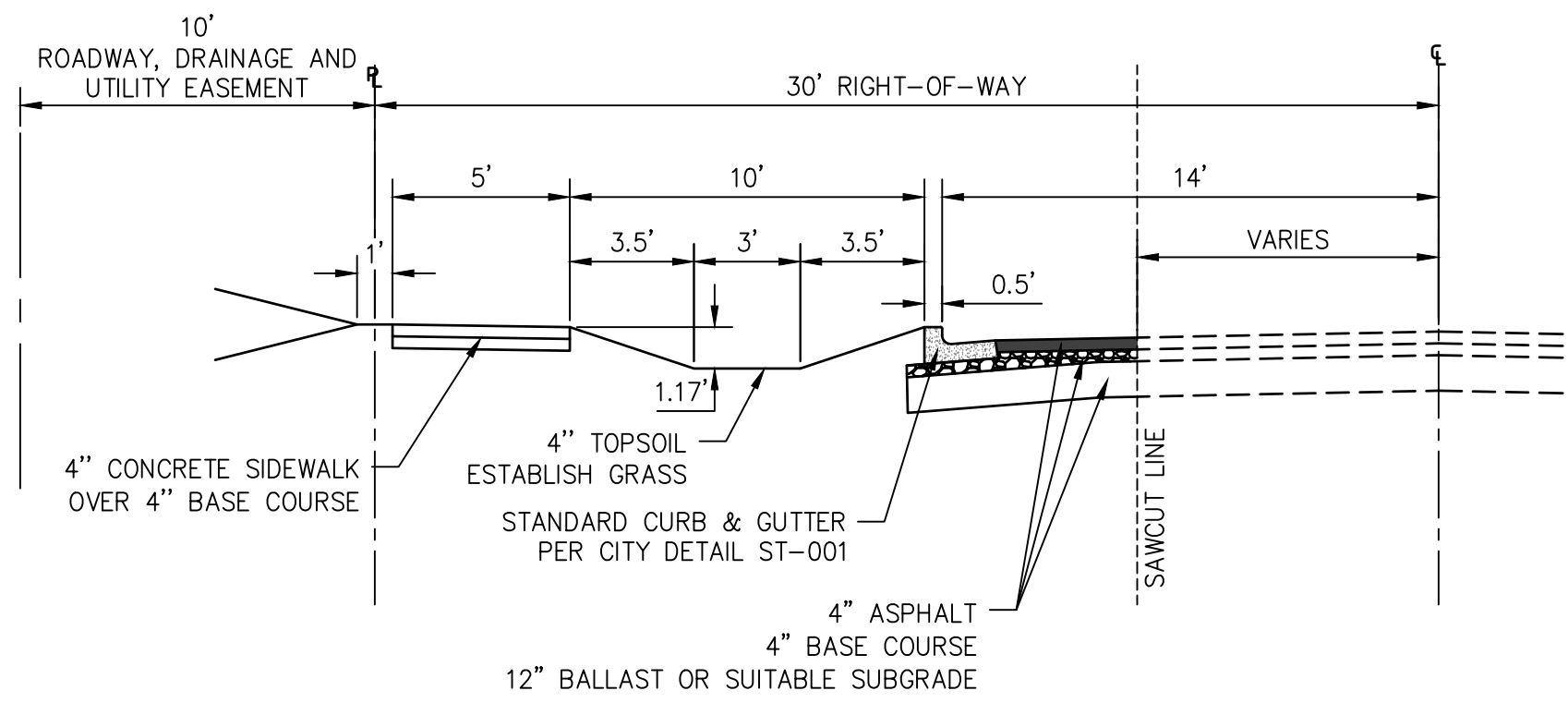
loc: COVER

sht:		
#	DATE	REVISION

C-1



(A) ROAD A AND ROAD B SECTION
1" = 5'



(B) MILES AVE AND MAPLE ST FRONTAGE IMPROVEMENTS
1" = 5'

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PRELIMINARY

SYCAMORE VALLEY

prj: 587 E MILES AVE
HAYDEN, ID

loc: 587 E MILES AVE
HAYDEN, ID

TYPICAL SECTIONS

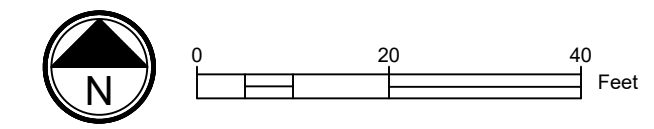
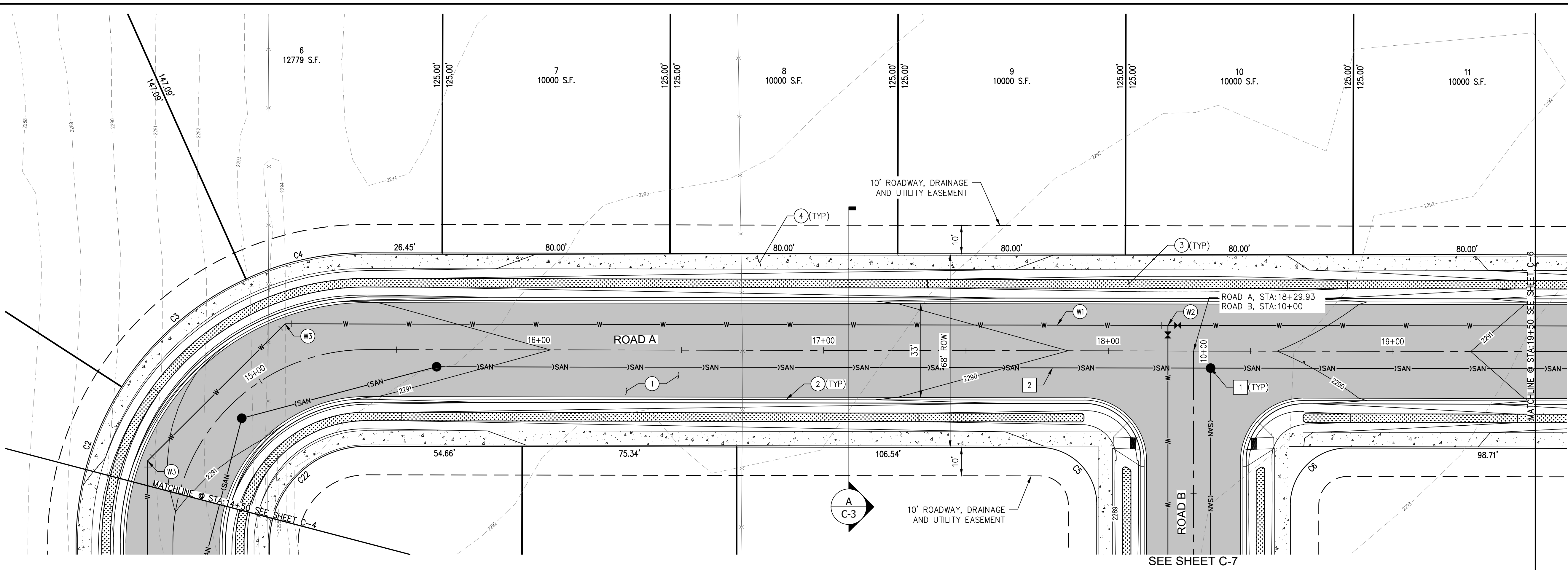
sht: # DATE REVISION

#	DATE	REVISION

C-3

c:\users\gregory\olson_engineering\projects\2024\24054 - hedge hill (miles and maple)\dwg\ref\24054_cbase3.dwg

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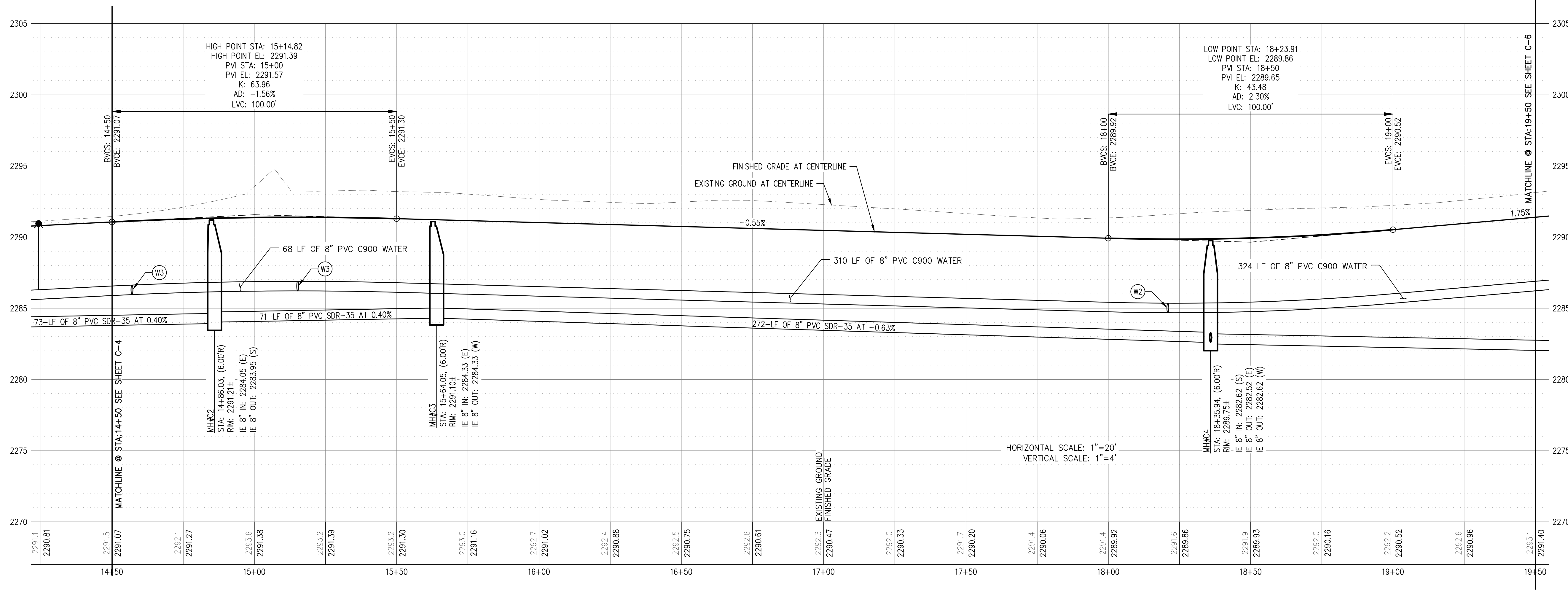


- KEYNOTES**
- ① 4" HMA OVER 4" CRUSHED AGGREGATE BASE
 - ② ROLLED CURB AND GUTTER PER DETAIL X, SHEET C-X
 - ③ GRASS SWALE PER DETAIL X, SHEET C-X
 - ④ 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X

- WATER KEYNOTES**
- Ⓜ1 8" PVC C900 WATER MAIN
 - Ⓜ2 INSTALL 8" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X
 - Ⓜ3 INSTALL 45° BEND AND THRUST BLOCK PER DETAIL X, SHEET C-X

- SEWER KEYNOTES**
- 1 SANITARY MANHOLE PER CITY DETAIL S-001
 - 2 8" SDR-35 PVC SANITARY SEWER MAIN

- NOTES**
- 1) EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1' INTERVALS.
 - 2) ALL BENDS AND TEES SHALL HAVE THRUST BLOCKS. REFERENCE HLID DETAIL
 - 3) ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM BURY OF 4.5'
 - 4) WATER AND SEWER LINES MUST MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION EXCEPT AT CROSSINGS.
 - 5) IF 18" OF VERTICAL SEPARATION CANNOT BE MAINTAINED AT CROSSINGS, THE WATER LINE OR SEWER LINE MUST BE SLEEVED PER IDEQ REQUIREMENTS.



811
Know what's below.
Call before you dig.

Olson Engineering
1649 N. Nicholson
Center St. Suite #102
Post Falls, ID 83854
208-651-4152
eo@oecivil.com

PRELIMINARY

SYCAMORE VALLEY

prj:

**587 E MILES AVE
HAYDEN, ID**

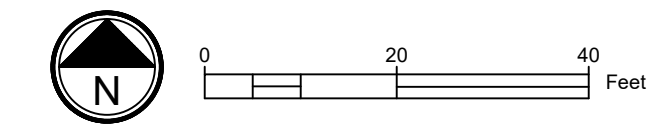
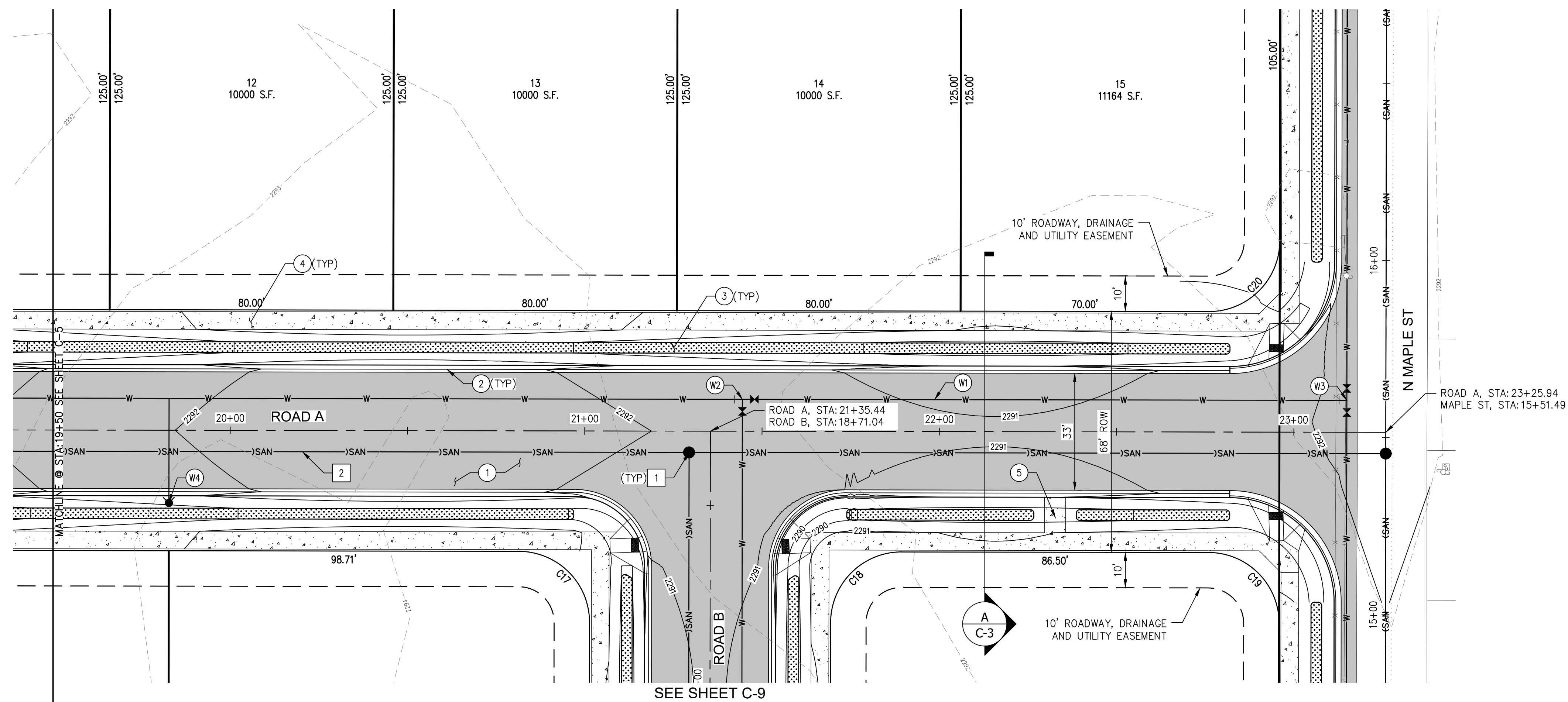
loc:

**ROAD A,
STA: 14+50 TO 19+50**

sh: #

#	DATE	REVISION

C-5



KEYNOTES

- ① 4" HMA OVER 4" CRUSHED AGGREGATE BASE
- ② ROLLED CURB AND GUTTER PER DETAIL X, SHEET C-X
- ③ GRASS SWALE PER DETAIL X, SHEET C-X
- ④ 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X
- ⑤ 6'X10' CONCRETE PAD FOR MAILBOX CLUSTER

WATER KEYNOTES

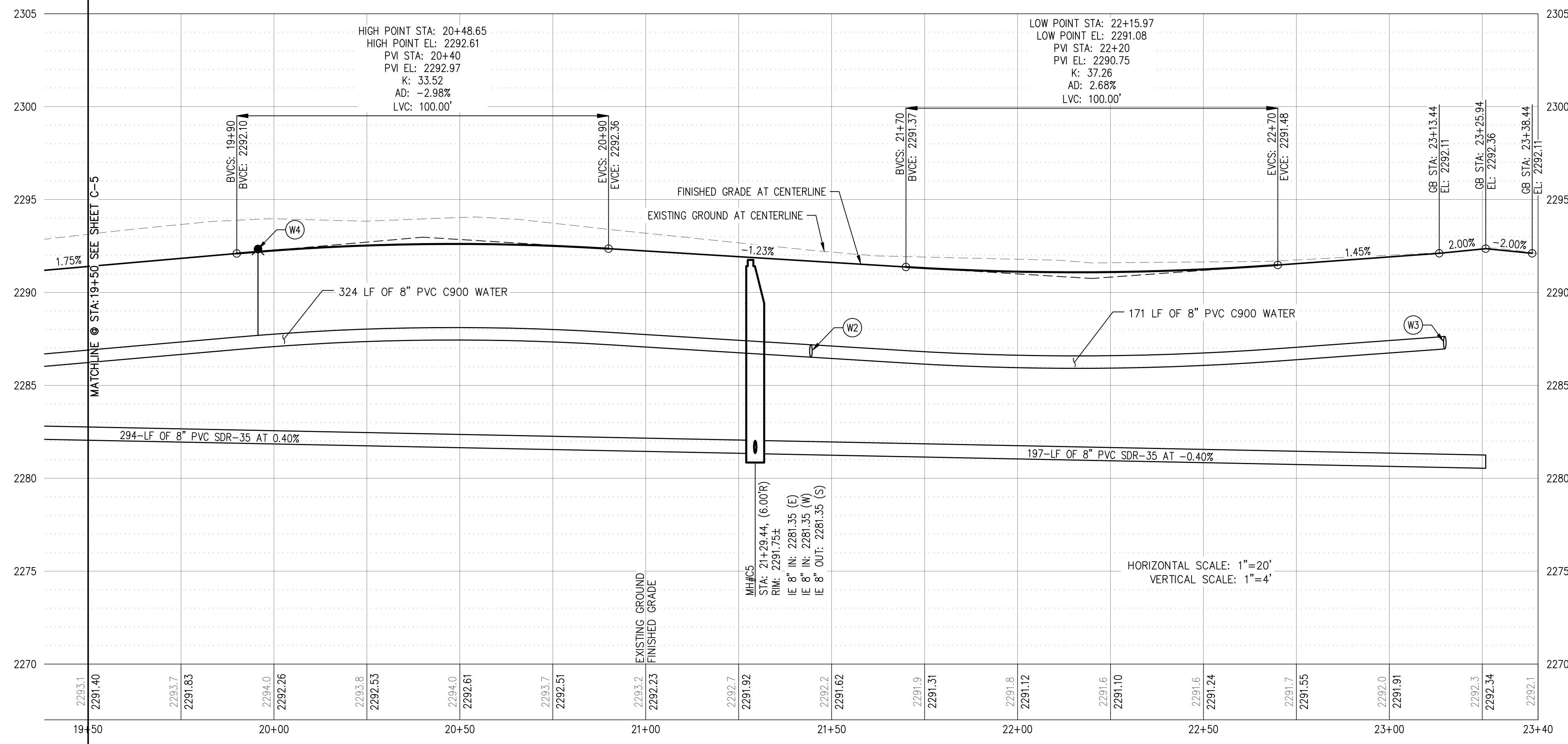
- Ⓜ1 8" PVC C900 WATER MAIN
- Ⓜ2 INSTALL 8" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X
- Ⓜ3 INSTALL 8" X 10" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X
- Ⓜ4 FIRE HYDRANT PER DETAIL X, SHEET C-X

SEWER KEYNOTES

- ① SANITARY MANHOLE PER CITY DETAIL S-001
- ② 8" SDR-35 PVC SANITARY SEWER MAIN

NOTES

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1649 N. Nicholson
Center St. Suite #102
Post Falls, ID 83854
208-651-4152
eo@olsoneng.com

SYCAMORE VALLEY

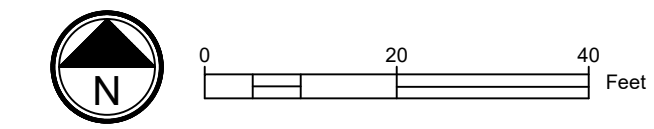
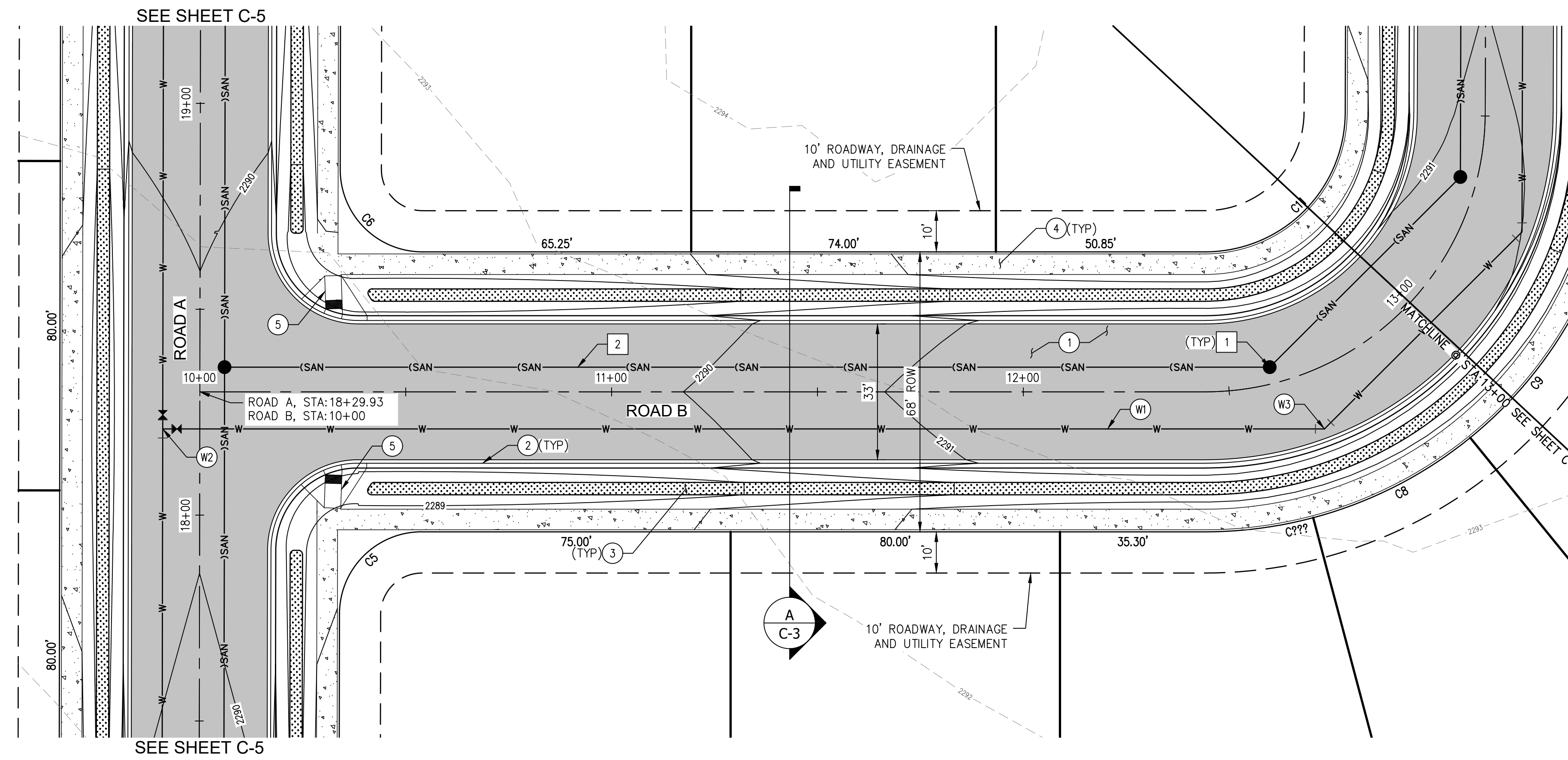
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HAYDEN, ID**

loc: **ROAD A,
STA: 19+50 TO 23+25.94**

sh: # DATE REVISION

C-6

c:\users\gregory\olson_engineering\olson_engineering - projects\2024\24054 - hedge hill (miles and maple)\dwg\ref\24054_cbase3.dwg



KEYNOTES

- 1 4" HMA OVER 4" CRUSHED AGGREGATE BASE
- 2 ROLLED CURB AND GUTTER PER DETAIL X, SHEET C-X
- 3 GRASS SWALE PER DETAIL X, SHEET C-X
- 4 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X
- 5 PEDESTRIAN RAMP PER DETAIL X, SHEET C-X

WATER KEYNOTES

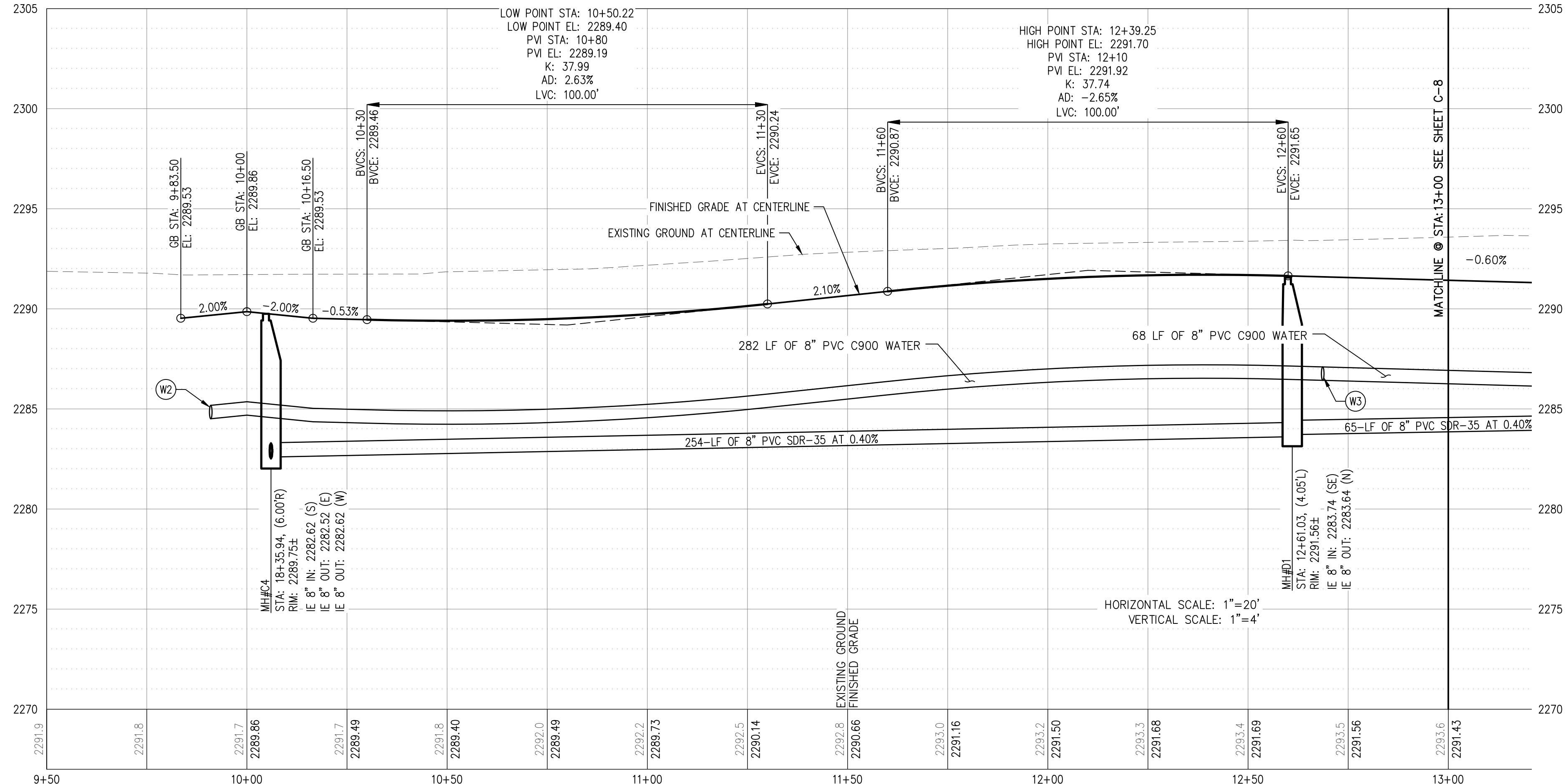
- W1 8" PVC C900 WATER MAIN
- W2 INSTALL 8" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X
- W3 INSTALL 45° BEND AND THRUST BLOCK PER DETAIL X, SHEET C-X

SEWER KEYNOTES

- 1 SANITARY MANHOLE PER CITY DETAIL S-001
- 2 8" SDR-35 PVC SANITARY SEWER MAIN

NOTES

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SYCAMORE VALLEY

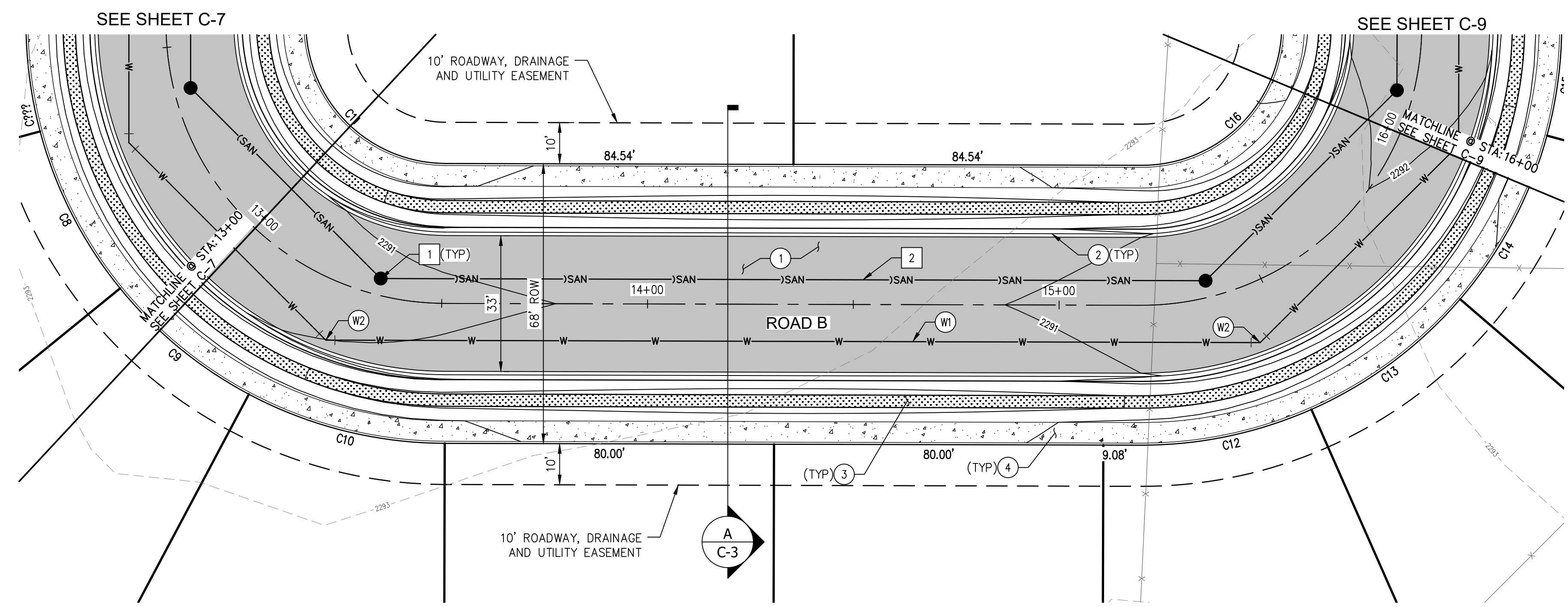
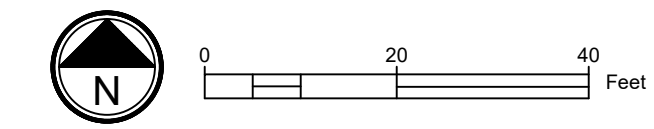
prj: **587 E MILES AVE
HAYDEN, ID**

loc: **ROAD B,
STA: 10+00 TO 13+00**

sh: **C-7**

#	DATE	REVISION

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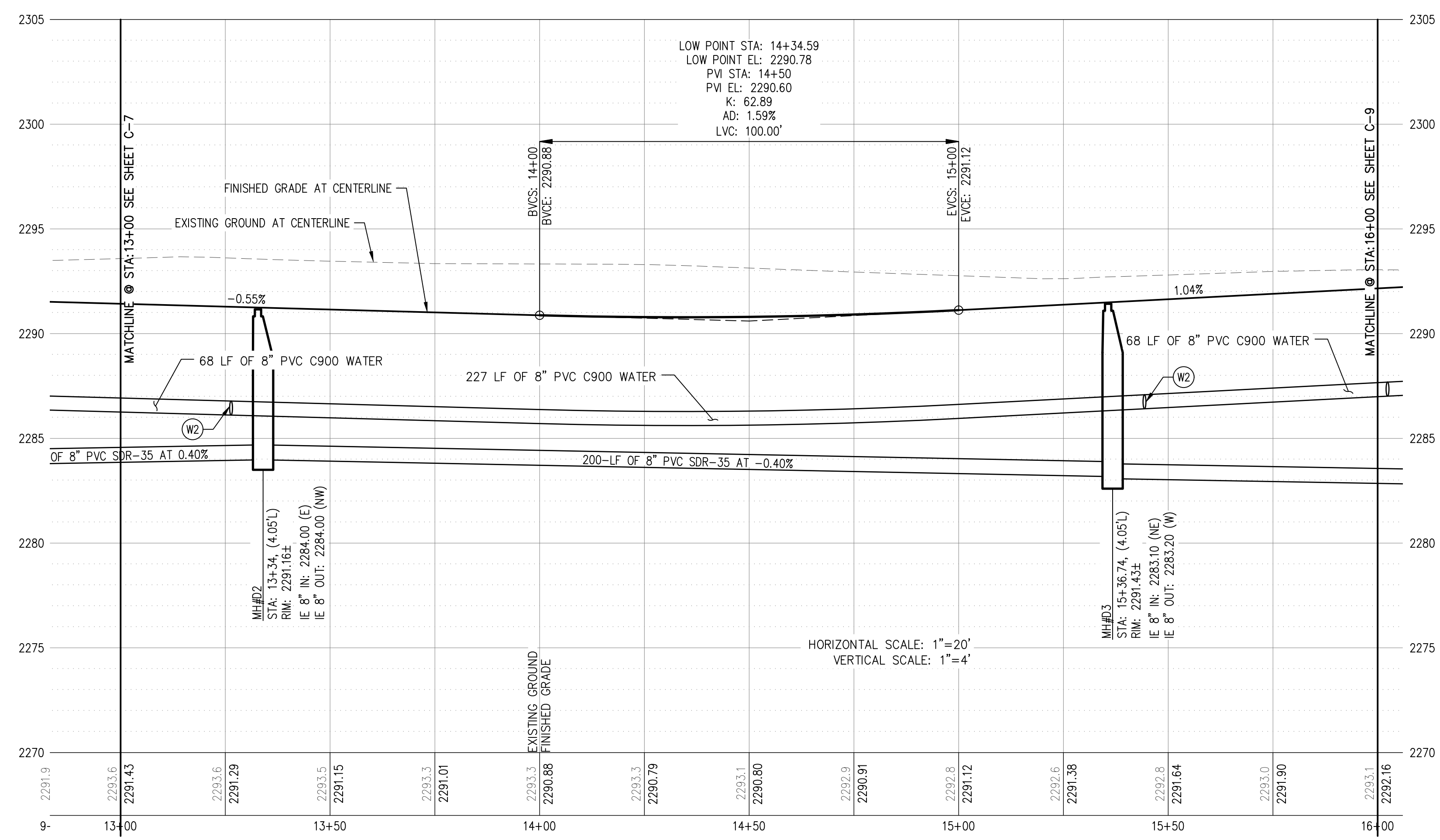


- KEYNOTES**
- 1) 4" HMA OVER 4" CRUSHED AGGREGATE BASE
 - 2) ROLLED CURB AND GUTTER PER DETAIL X, SHEET C-X
 - 3) GRASS SWALE PER DETAIL X, SHEET C-X
 - 4) 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X

- WATER KEYNOTES**
- W1) 8" PVC C900 WATER MAIN
 - W2) INSTALL 45° BEND AND THRUST BLOCK PER DETAIL X, SHEET C-X

- SEWER KEYNOTES**
- 1) SANITARY MANHOLE PER CITY DETAIL S-001
 - 2) 8" SDR-35 PVC SANITARY SEWER MAIN

- NOTES**
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PRELIMINARY

SYCAMORE VALLEY

prj:

587 E MILES AVE
HAYDEN, ID

loc:

ROAD B,
STA:13+00 TO 16+00

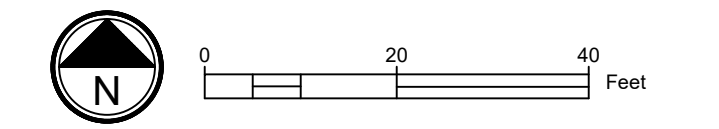
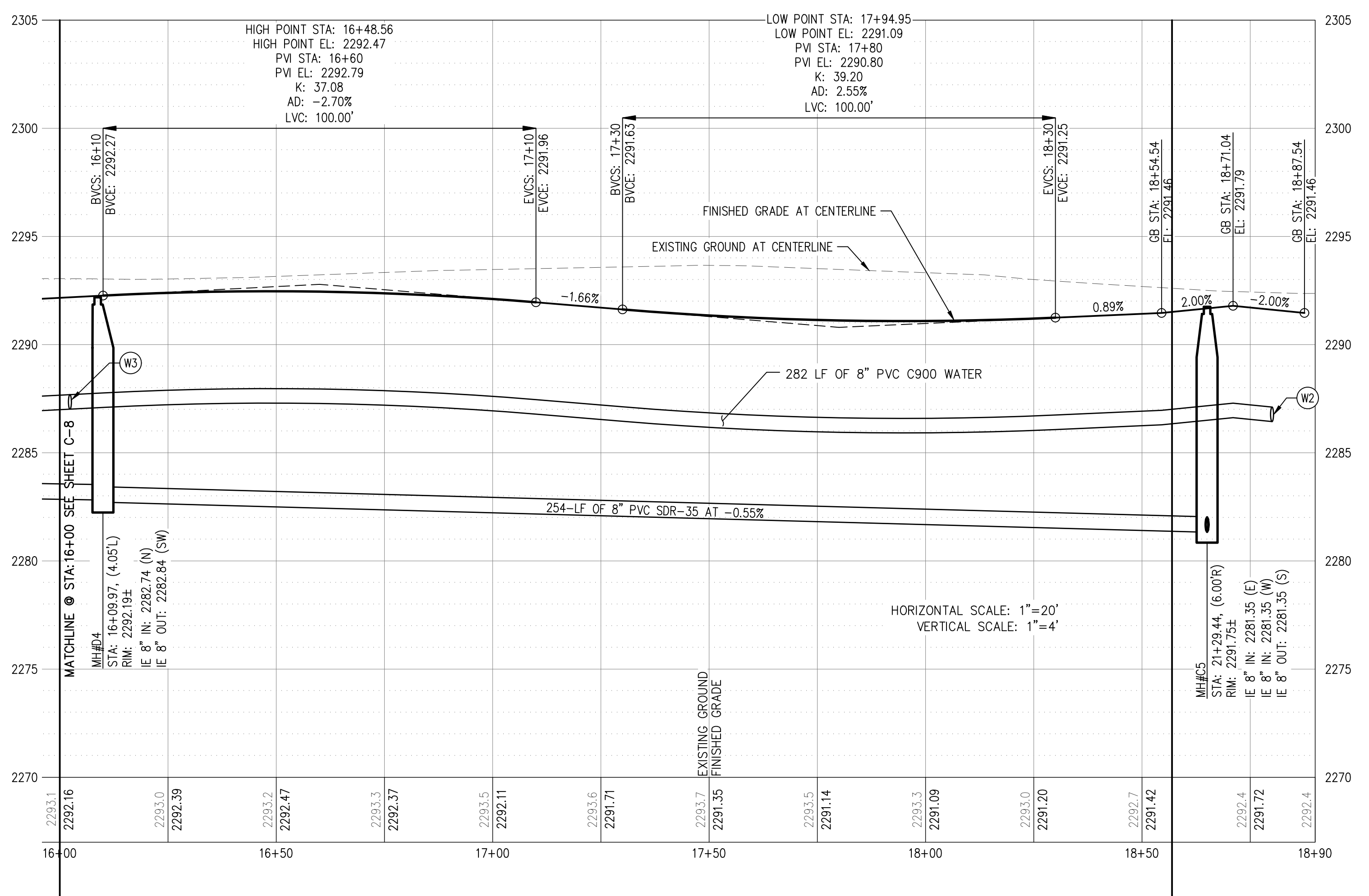
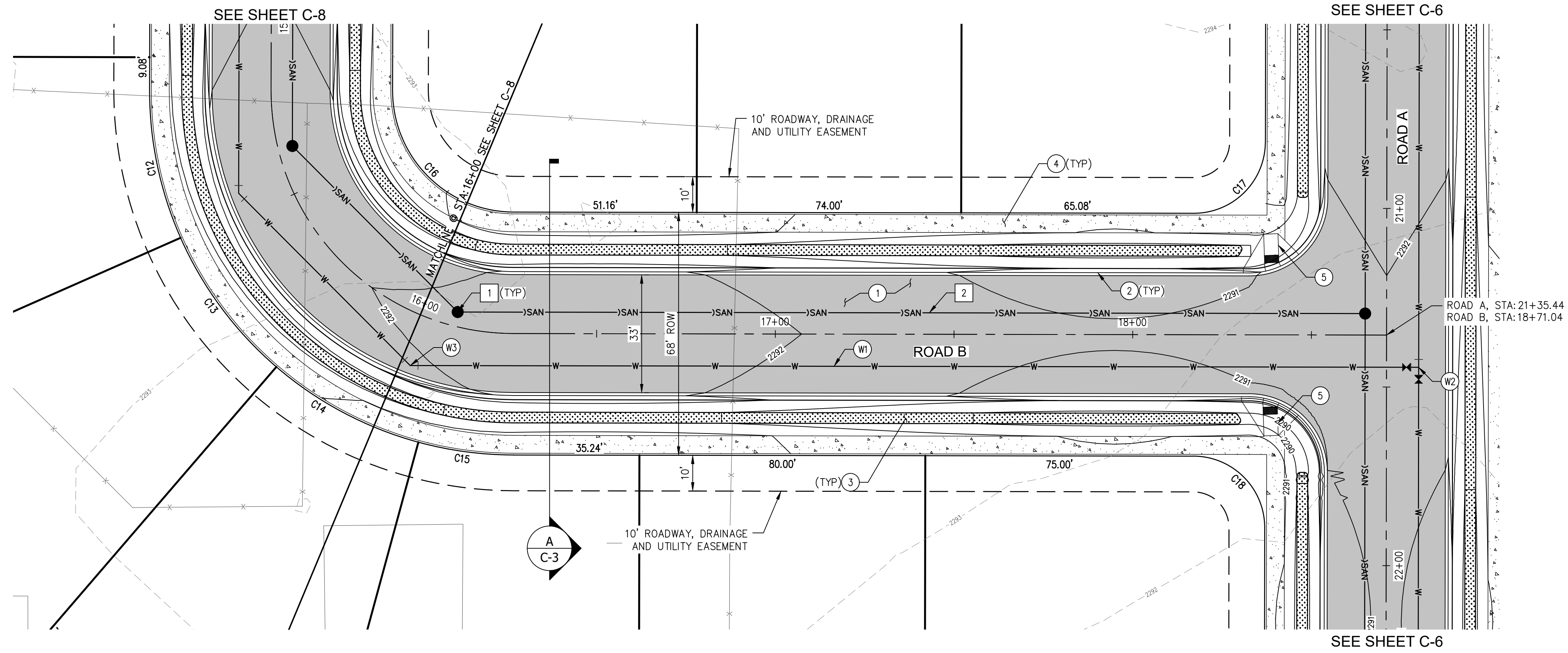
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#	DATE	REVISION

C-8

c:\users\gregory\olson_engineering\projects\2024\24054 - hedge hill (miles and maple)\dwg\ref\24054_cbase3.dwg

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eo@oeccivil.com

PRELIMINARY

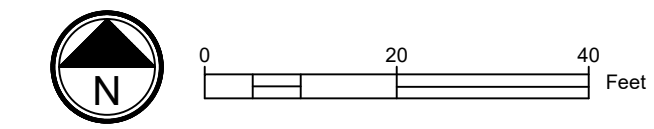
SYCAMORE VALLEY

prj: **587 E MILES AVE HAYDEN, ID**

loc: **ROAD B, STA: 16+00 TO 18+71.04**

sh: **C-9**

#	DATE	REVISION



KEYNOTES

- ① 4" HMA OVER 4" CRUSHED AGGREGATE BASE
- ② CURB AND GUTTER PER DETAIL X, SHEET C-X
- ③ GRASS SWALE PER DETAIL X, SHEET C-X
- ④ 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X

WATER KEYNOTES

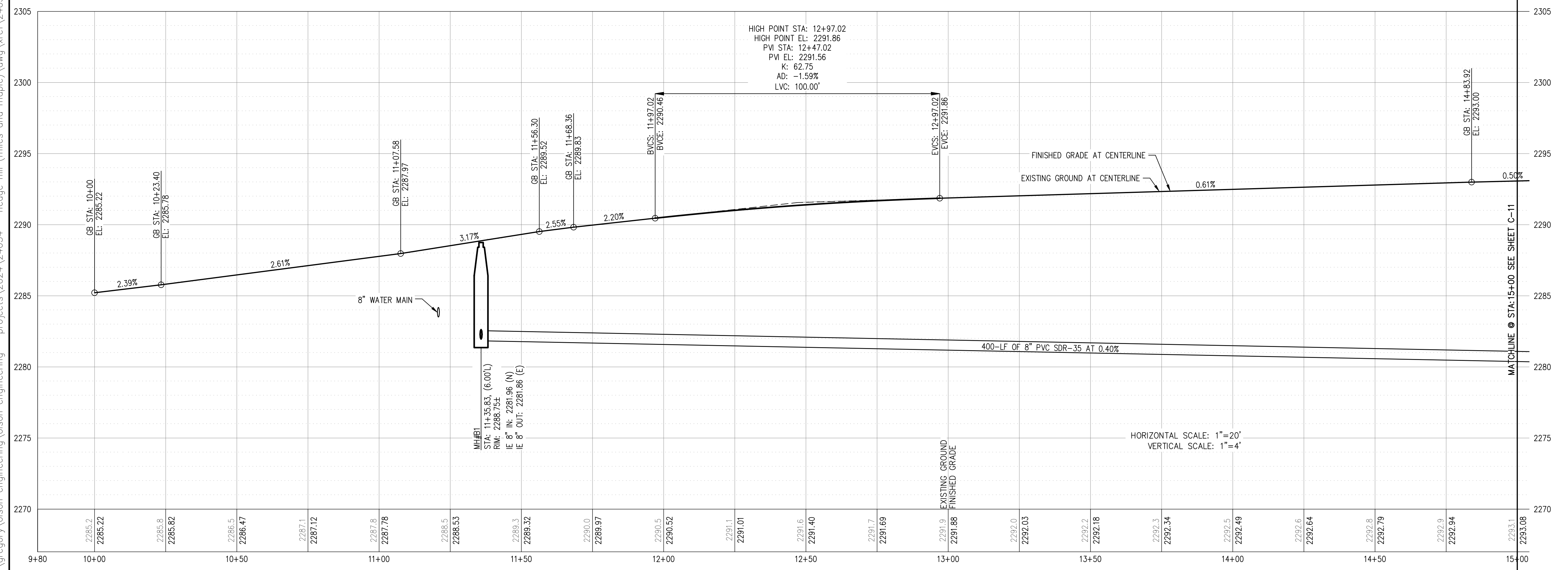
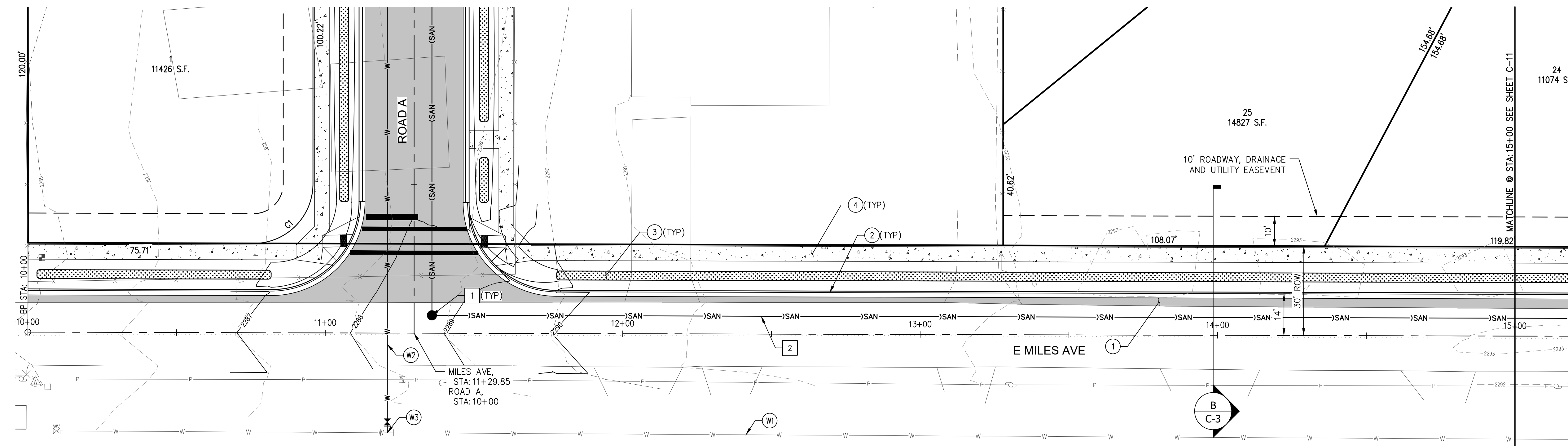
- Ⓜ1 18" EXISTING WATER MAIN
- Ⓜ2 8" PVC C900 WATER MAIN
- Ⓜ3 INSTALL 8" X 18" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X

SEWER KEYNOTES

- 1 SANITARY MANHOLE PER CITY DETAIL S-001
- 2 8" SDR-35 PVC SANITARY SEWER MAIN

NOTES

- 1) EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1' INTERVALS.
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SYCAMORE VALLEY

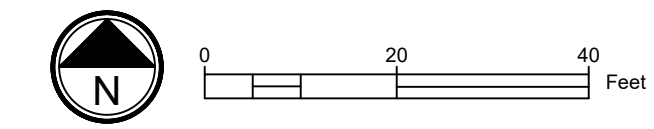
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HAYDEN, ID**

loc: **E MILES AVE,
STA: 10+00 TO 15+00**

sht: **C-10**

#	DATE	REVISION

c:\users\gregory\olson_engineering\projects\2024\24054 - hedge hill (miles and maple)\dwg\ref\24054_cbase3.dwg



KEYNOTES

- ① 4" HMA OVER 4" CRUSHED AGGREGATE BASE
- ② CURB AND GUTTER PER DETAIL X, SHEET C-X
- ③ GRASS SWALE PER DETAIL X, SHEET C-X
- ④ 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X

WATER KEYNOTES

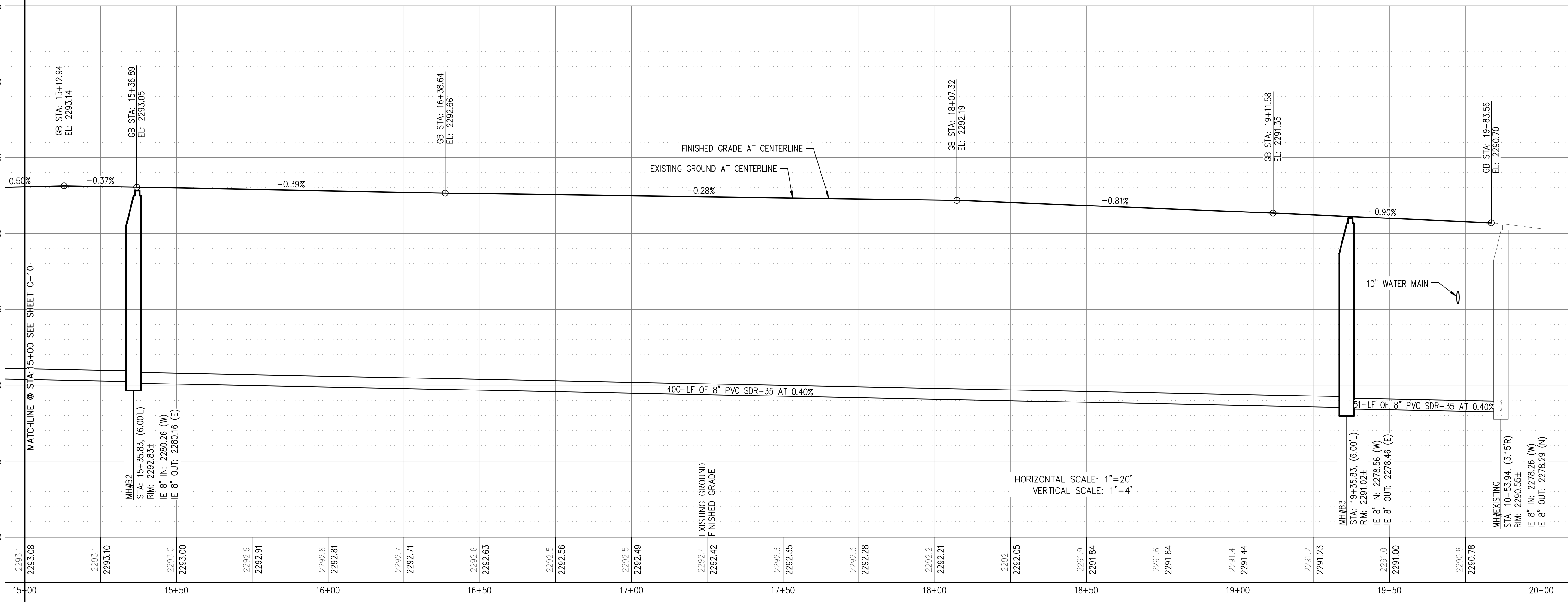
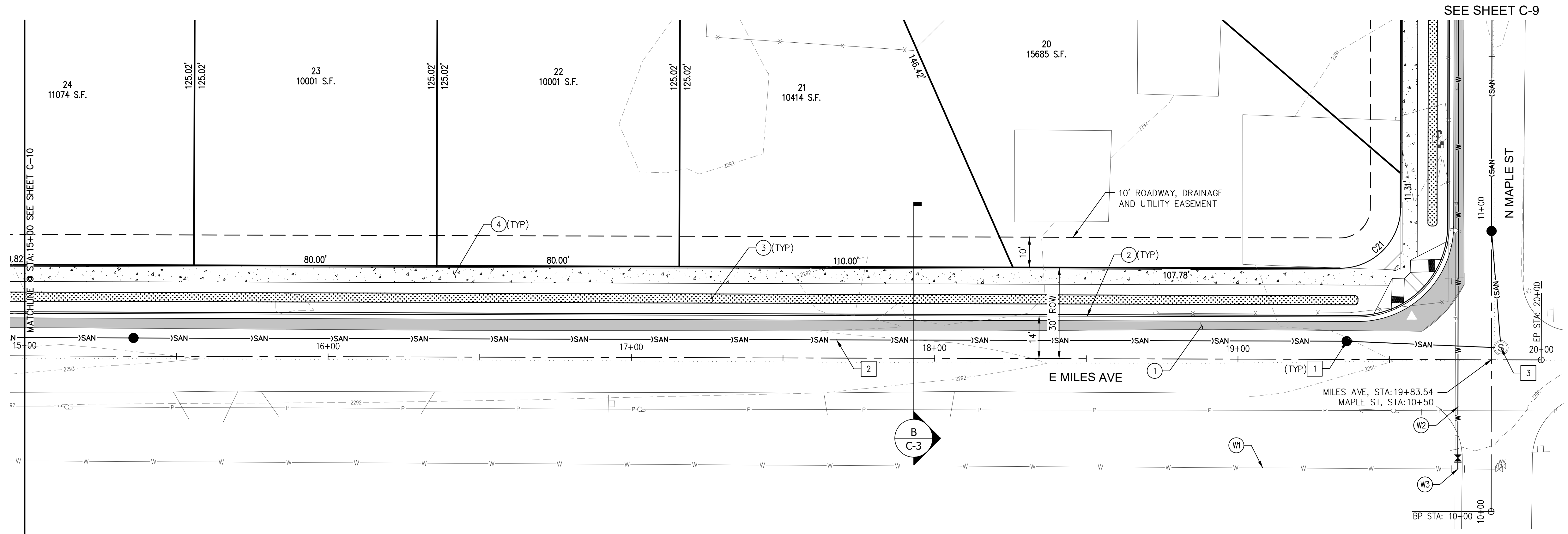
- Ⓜ1 18" EXISTING WATER MAIN
- Ⓜ2 10" PVC C900 WATER MAIN
- Ⓜ3 INSTALL 10" X 18" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X

SEWER KEYNOTES

- 1 SANITARY MANHOLE PER CITY DETAIL S-001
- 2 8" SDR-35 PVC SANITARY SEWER MAIN
- 3 EXISTING MANHOLE

NOTES

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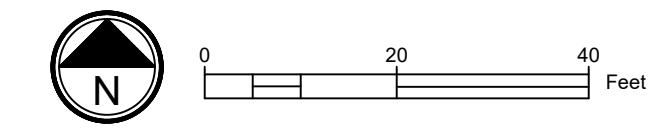
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HAYDEN, ID**

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STA: 15+00 TO 20+00**

sh: **C-11**

#	DATE	REVISION

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KEYNOTES

- 1 4" HMA OVER 4" CRUSHED AGGREGATE BASE
- 2 CURB AND GUTTER PER DETAIL X, SHEET C-X
- 3 GRASS SWALE PER DETAIL X, SHEET C-X
- 4 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X

WATER KEYNOTES

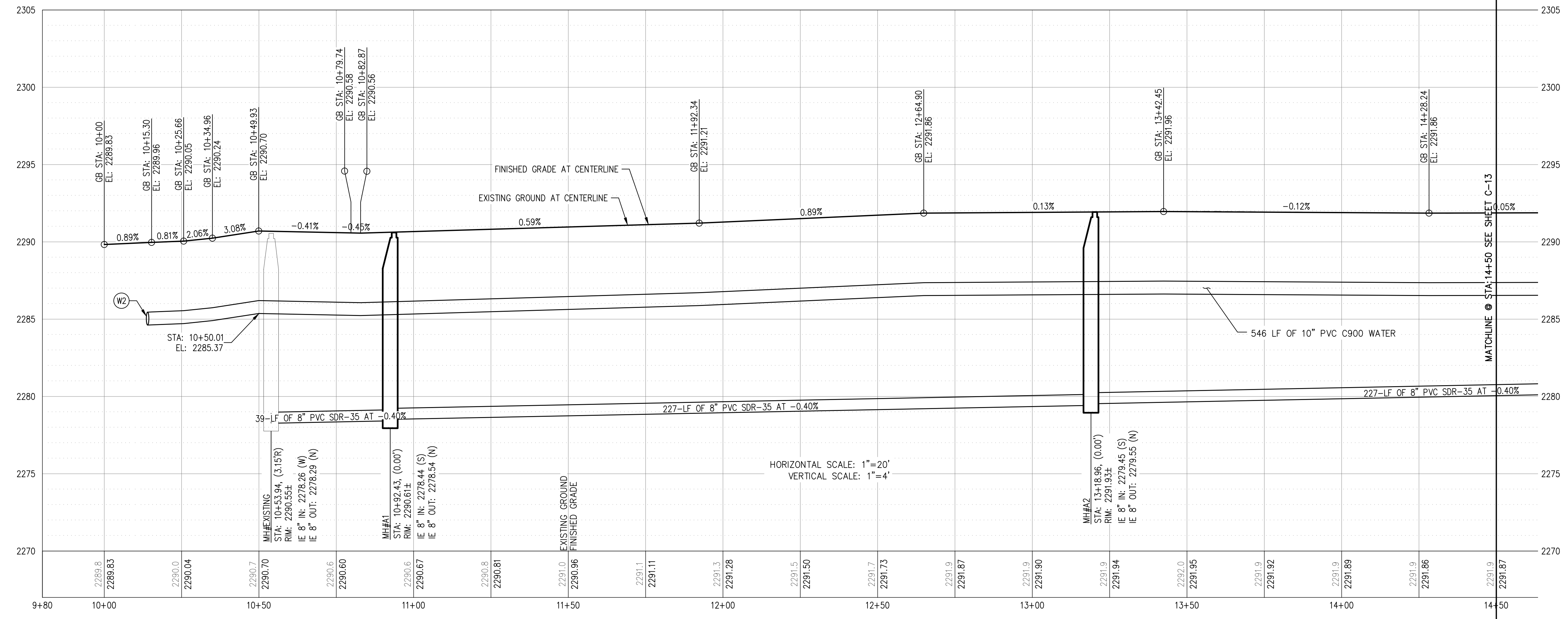
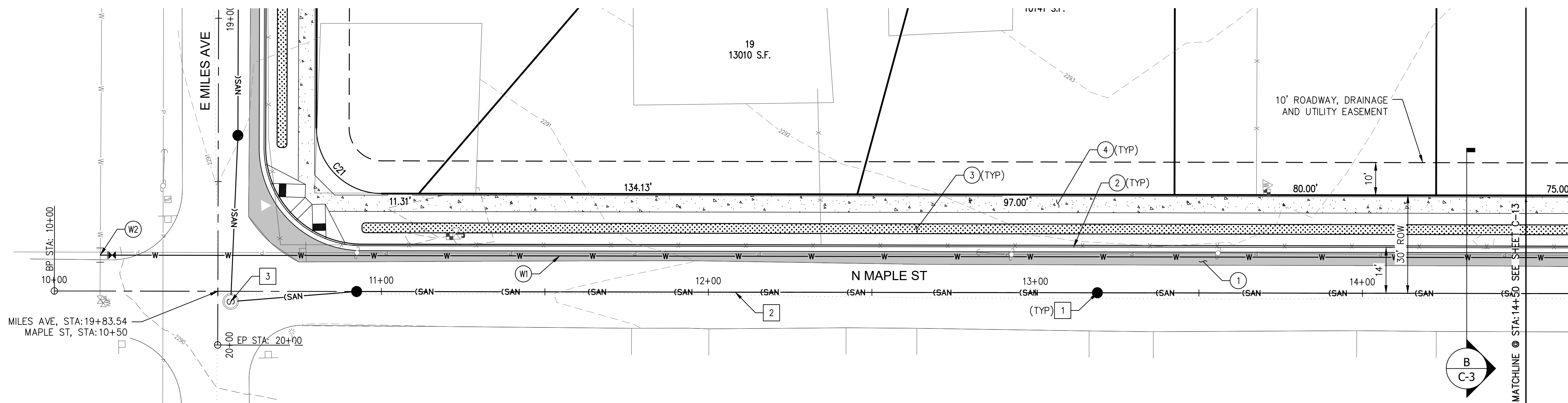
- W1 10" PVC C900 WATER MAIN
- W2 INSTALL 10" X 18" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X

SEWER KEYNOTES

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- 3 EXISTING MANHOLE

NOTES

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PRELIMINARY

SYCAMORE VALLEY

prj: **587 E MILES AVE
HAYDEN, ID**

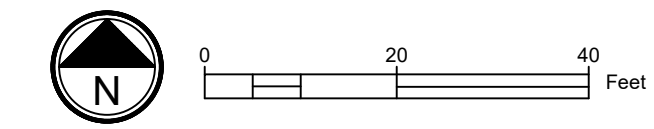
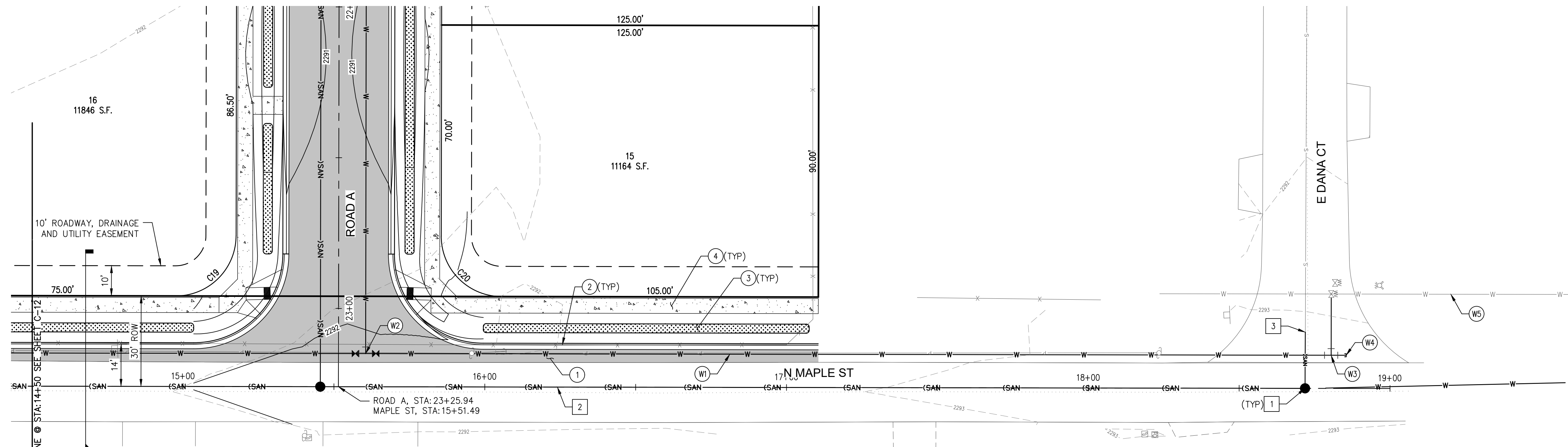
loc: **N MAPLE ST,
STA:10+00 TO 14+50**

sh: **C-12**

#	DATE	REVISION

c:\users\gregory\olson_engineering\projects\2024\24054 - hedge hill (miles and maple)\dwg\ref\24054_cbase3.dwg

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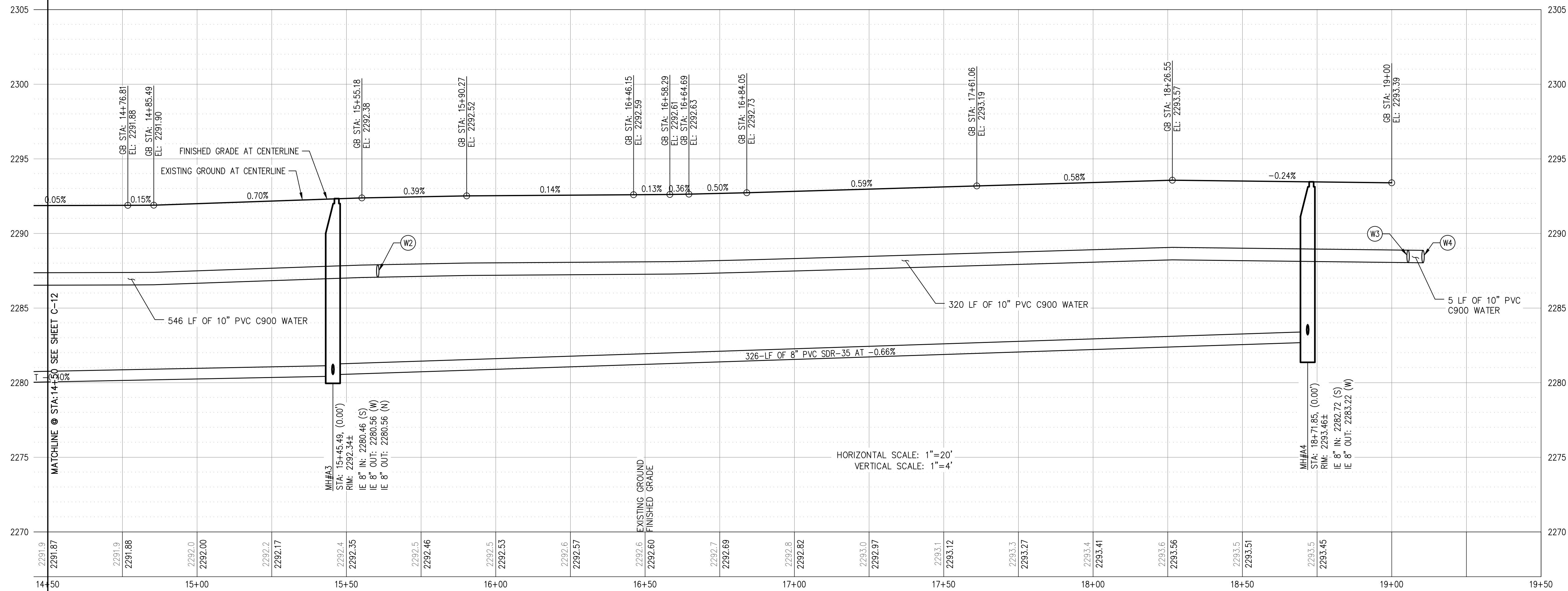


- KEYNOTES**
- 1 4" HMA OVER 4" CRUSHED AGGREGATE BASE
 - 2 CURB AND GUTTER PER DETAIL X, SHEET C-X
 - 3 GRASS SWALE PER DETAIL X, SHEET C-X
 - 4 5' CONCRETE SIDEWALK PER DETAIL X, SHEET C-X

- WATER KEYNOTES**
- W1 10" PVC C900 WATER MAIN
 - W2 INSTALL 8" X 10" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X
 - W3 INSTALL 8" TEE AND THRUST BLOCK PER DETAIL X, SHEET C-X
 - W4 STUB AND CAP 10" WATER LINE
 - W5 EXISTING 4" WATER MAIN

- SEWER KEYNOTES**
- 1 SANITARY MANHOLE PER CITY DETAIL S-001
 - 2 8" SDR-35 PVC SANITARY SEWER MAIN
 - 3 TIE INTO EXISTING 8" SEWER MAIN STUB GOING AT 0.40%

- NOTES**
- 1) EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1' INTERVALS.
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SYCAMORE VALLEY

prj: 587 E MILES AVE
HAYDEN, ID

loc: N MAPLE ST,
STA: 14+50 TO 19+00

sh: C-13

#	DATE	REVISION

Public Agency Comments



SHERIFF KOOTENAI COUNTY



SHERIFF ROBERT B. NORRIS

UNDERSHERIFF BRETT A. NELSON

To: Hayden Planning/Building Department
From: Captain Andrew Deak, Operations Support Commander
Date: September 15, 2025
Re: PZE-25-0080 Sycamore Valley Subdivision

The Sheriff's Office has reviewed this request for PZE-25-0080 Sycamore Valley Subdivision and does not see any immediate impact that would prevent it from being approved, however, we would like to make you aware of the future impact this would have on public safety for the City of Hayden. The facts presented below will hopefully encourage your planning department and City Council to properly assess the current and future needs for public safety and impact that increased housing densities will have on law enforcement response.

Currently the Sheriff's Office can provide the City of Hayden a Law Enforcement ration of .57 Deputies (10) per 1000 residents (17,383). This ratio is far below that of the other policing agencies around Kootenai County. The city of Coeur d'Alene currently has a ratio of 1.74 Officers per 1000 residents, the City of Post Falls has a ratio of 1.26 Officers per 1000 residents, the City of Rathdrum has a ratio of 1.58 Officers per 1000 residents and the City of Spirit Lake has 2.7 Officers per 1000 residents.

This ratio also does not cover the additional resources that need to be committed to public safety when making changes that will inevitably increase the population of the City of Hayden. In 2021 the 911 center fielded 10,816 calls for service for the City of Hayden. Increasing the population will cause an increase in the number of calls into the 911 center and will increase needs for staffing to handle the additional calls.

Additionally, an increase in population will also inevitably cause an increase in crime and the number of criminals that will need to be housed at the Kootenai County Detention Facility. The current Kootenai County ratio of inmates to population is .0024 per 1000 residents. Currently the cost to house an inmate at our jail is \$112 (2023) per day.

Also, a final area to consider is the increased congestion with traffic from the development proposed and the surrounding surface streets that will have to handle this additional traffic flow, which could further burden a rapid law enforcement response. As you are aware, there are limitations to the response public safety can offer and we rely on our community development partners to be proactive in planning and properly assessing current and future growth needs.

Thank you for soliciting the input of your community partners.

Deborah Shaver

From: Corey Koerner <ckoerner@phd1.idaho.gov>
Sent: Monday, September 15, 2025 8:29 AM
To: Planning
Subject: PZE-25-0080

Categories: Deborah

Hello,

In regards to PZE-25-0080, Sycamore Valley Subdivision, PHD has the following comments:

PHD will require a complete subdivision application submitted to the health district for review and all fees paid. All shallow injection wells must be registered with PHD.

Thank you.

Corey Koerner, REHS
Registered Environmental Health Specialist
Panhandle Health District 1
8500 N. Atlas Road
Hayden, ID 83835
O: (208) 415-5215
C: (208) 819-0411
[Ckoerner@phd1.idaho.gov](mailto:ckoerner@phd1.idaho.gov)

Deborah Shaver

From: Bob Chandler <bobchandlercda@gmail.com>
Sent: Thursday, September 18, 2025 6:20 AM
To: Planning
Subject: AGENCY NOTICE - PZE-25-0080 SYCAMORE VALLEY SUBDIVISION

Categories: Deborah

We are aware of this project and have 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

From: Horsmon, Merritt <merritt.horsmon@idfg.idaho.gov>
Sent: Friday, September 19, 2025 3:37 PM
To: Planning
Subject: RE: AGENCY NOTICE - PZE-25-0080 SYCAMORE VALLEY SUBDIVISION

Categories: Deborah

Hi Shannon,

The Idaho Department of Fish and Game does not have any comments to submit for this application.

Thank you for the opportunity to review and comment,

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



From: CITY OF HAYDEN - Community Development <noreply@bsacloud.com>
Sent: Monday, September 15, 2025 8:16 AM
To: Horsmon, Merritt <merritt.horsmon@idfg.idaho.gov>
Subject: AGENCY NOTICE - PZE-25-0080 SYCAMORE VALLEY SUBDIVISION

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good morning,

Please see the attached Agency Notice for the Sycamore Valley Subdivision. Comments should be received by Monday, 9/29/25 to be included in the Staff Analysis. You can send comments to planning@haydenid.gov. Should you not have comments, an email stating so is much appreciated. If you have questions, please do not hesitate to contact us.

Deborah Shaver

From: Kim Stevenson <kstevenson@kcgov.us>
Sent: Tuesday, September 23, 2025 3:45 PM
To: Planning
Subject: FW: AGENCY NOTICE - PZE-25-0080 SYCAMORE VALLEY SUBDIVISION
Attachments: PZE-25-0080 Agency Notice.pdf

Categories: Deborah

Good Afternoon,
The Airport requests an avigation easement be completed and recorded for the subdivision.
Thank you, Kim



From: CITY OF HAYDEN - Community Development <noreply@bsacloud.com>
Sent: Monday, September 15, 2025 8:16 AM
To: Kim Stevenson <kstevenson@kcgov.us>
Subject: AGENCY NOTICE - PZE-25-0080 SYCAMORE VALLEY SUBDIVISION

Good morning,

Please see the attached Agency Notice for the Sycamore Valley Subdivision. Comments should be received by Monday, 9/29/25 to be included in the Staff Analysis. You can send comments to planning@haydenid.gov. Should you not have comments, an email stating so is much appreciated. If you have questions, please do not hesitate to contact us.

Thank you & have a great day!

Sincerely,

Shannon Drappo

Planner

208-209-2021



Memo

To: Mayor Davis and Councilmembers

From: Shannon Drappo, Planner

Date: April 22, 2026

Agenda Item: PZE-25-0080 Sycamore Valley Subdivision Preliminary Plat – Public Comments Received

Agenda Item Location

Public Hearing

Recommended Action or Motion

The City Council should take the information provided as public comments into consideration during their analysis and deliberation of the proposed request.

Summary

During the review of the proposal, agency notices are requested concurrently with the staff review. If received in a timely manner, they are included in the Staff Analysis. If, however, they are received after the Staff Analysis is posted and prior to the public hearing, those comments are included within this memo to the Council. Public comments received as a result of noticing and prior to the public hearing are summarized below in date order as they were received and all of the comments received identified in this memo are attached.

- W. & K. Murphy, Residents – Opposed; Roadways surrounding subdivision cannot support new homes.
- L. & B. Taunt, Residents – Opposed; Do not want homes across from them. Property is historical and home to wildlife. Prefers green space. Too much traffic. Do not want ADUs permitted. Development is going to destroy neighborhood.

Fiscal Impact

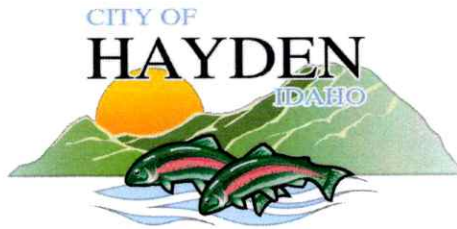
Not Applicable

Budget Funding Source / Transfer Request

Not Applicable

Attachment

Comments as received



8930 N. Government Way | Hayden, ID 83835 | Phone: 208-772-4411 | Web: www.haydenid.gov

NOTICE OF PUBLIC HEARING

The City of Hayden City Council will hold a public hearing to consider any and all comments regarding the following request:

Case No. PZE-25-0080 Sycamore Valley Subdivision

Steve Soltys, Olson Engineering, on behalf of the owner Kulka Land, LLC, is requesting approval of a major subdivision of two parcels totaling 13.06 acres for 37 single-family residential lots. The parcels are located at the northwest corner of East Miles Avenue and North Maple Street, directly west of North Maple Street for approximately 650 feet north, and directly north of East Miles Avenue for approximately 975 feet west. The parcels, more commonly known as 587 & 565 E Miles Ave and 337 E Miles Ave (AIN #108425 and #142651 or Tax Parcels #H-0450-130-34-ZZ and H-0450-130-35-AB, respectively), are zoned Single-Family Residential (R1) and are currently used as single-family residential and vacant land, respectively.

Once the Staff Analysis is completed, it will be available on the City's website at www.haydenid.gov under "Upcoming Public Hearings".

The public hearing will begin at 5:00 p.m. Tuesday, April 28, 2026, in the Council Chambers at the City of Hayden, located at 8930 N Government Way, Hayden, Idaho.

The City requests your comments in person at the public hearing and/or by submitting by mail the bottom portion of this form, via email at planning@haydenid.gov, or online at www.haydenid.gov under "Upcoming Public Hearings". If you wish to speak on behalf of a group, please call the Planning Department to confirm at (208) 209-2021 at least five days prior to the hearing.

The agenda will be posted at City Hall and on the City's website at www.haydenid.gov 48-hours before the meeting date. If you require special accommodation, please contact the Community Development Department at (208) 209-2021 at least 24 hours prior to the date of the hearing.

See additional information on the back of this letter.

Please cut on the line below

Case No. PZE-25-0080, Sycamore Valley Subdivision Check the appropriate box: Support Neutral Opposed

Name: Will & Keri Murphy E-mail: willandkeri@gmail.com

Address: 450 E. Miles Ave. Hayden ID 83835

Comments: The roadways surround the proposed lot(s) absolutely cannot support 37 new homes, their residents or construction crews building the houses. This is a terrible idea.

Case No. PZE-25-0080, Sycamore Valley Subdivision Check the appropriate box: Support Neutral Opposed

Name: Lisa & BRIAN Taunt E-mail: adnhed65@gmail.com

Address: 532 E Miles Ave, Hayden

Comments: Still don't want this across the street - too much traffic
already, this historical property is home to wild life & we prefer
the green space instead of MORE Houses.
Please do NOT permit ADU - which will only add more
congestion & OR STR - this is already going to destroy our
neighborhood.

5. **NEW BUSINESS**

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



Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: April 20, 2026

Agenda Item: Consider Viking Construction Request for Reconsideration Hearing of the Appeal of Staff Determination for Extraordinary Impact assessment.

Agenda Item Location

New Business

Background and Recommended Action or Motion

The action to be taken on this agenda item is to consider whether council would consider a reconsideration of its previous decision of February 24, 2026, wherein the Council denied the requested appeal of the City Administrators' decision.

Draft motions include:

I motion to reconsider, at a future council meeting, the matter of Viking's denial of the administrative appeal.

I motion to deny setting a reconsideration request at a future council meeting. Note: not taking a motion is also deemed to be a denial of the reconsideration request.

Pursuant to Hayden City Code, §1-1-6:

A. Reconsideration: Every applicant or affected person seeking judicial review of the city council's final decision must, within fourteen (14) days, first file with the city council a written petition for reconsideration of the council's decision, specifying deficiencies in the written decision for which reconsideration is sought.

1. The city council may reconsider its decision only if it finds any of the following:
 - a. There was a clerical error in the decision;
 - b. The decision resulted from fraud or mistake;
 - c. There is new evidence for the record or a change in circumstances;
 - d. There was a procedural error;
 - e. The council previously rejected the application by a tie vote; or
 - f. The decision was made in violation of substantive law.

2. The city council shall review the petition for reconsideration at its next regular meeting and decide whether to reconsider the matter. If the city council grants reconsideration in whole or in part, a hearing before the city council will be scheduled to address the specific deficiencies identified by the applicant or affected person, which shall be conducted pursuant to the public notice procedures set forth in section [11-12-4](#) of this code. The issues examined upon reconsideration shall be limited to issues raised by the petition for reconsideration and the record previously established, as well as the applicable law. The cost of all required notices shall be borne by the party(ies) seeking reconsideration of the decision and paid in advance.

3. Following the hearing on the reconsideration, the city council may affirm, reverse, or modify, in whole or in part, its' prior decision and shall provide a written decision to the applicant and the affected person(s) within sixty (60) days of receipt of the request for reconsideration. If the city council fails to timely decide, the request for reconsideration is deemed denied.

B. Judicial Appeals: After a notice of decision is issued, or after a revised notice of decision is issued under a reconsideration proceeding, any aggrieved party with standing to appeal may appeal the decision to a court of competent jurisdiction.

Functional Impact of Authorizing or Not Authorizing

Authorizing this action means staff will place on the next available council agenda the request for reconsideration. Not authorizing this action maintains the February 24, 2026, decision by Council.

Fiscal Impact

This action does not have a fiscal impact.

Budget Funding Source / Transfer Request

N/A

Attachment

April 8, 2026, Petition by Viking Construction

**BEFORE THE CITY COUNCIL OF THE CITY OF HAYDEN
STATE OF IDAHO**

**IN THE MATTER OF THE WRITTEN DECISION RE: VIKING CONSTRUCTION
APPEAL EXTRAORDINARY IMPACT DECISION FOR BATTLEGROUND
SUBDIVISION**

VIKING CONSTRUCTION, INC.,
Petitioner.

PETITION FOR RECONSIDERATION

Viking Construction, Inc. (“Viking”), by and through counsel, petitions the Hayden City Council for reconsideration of the City Council’s written decision entitled “Written Decision Re: Viking Construction Appeal Extraordinary Impact Decision for Battleground Subdivision,” approved on February 24, 2026 (the “Decision”). This petition is submitted under Hayden City Code section 1-1-6 and is a required prerequisite to judicial review.

I. TIMELINESS

1. Viking received the signed written Decision by email on March 25, 2026.
2. This Petition is timely because it is filed within fourteen (14) days after Viking first received the signed written Decision.
3. To the extent the City contends the fourteen-day period began to run earlier, Viking objects because it did not receive a signed copy of the written Decision before March 25, 2026, and could not reasonably be expected to identify deficiencies in a written decision it had not received.

II. BACKGROUND

1. The Decision states that Viking timely appealed the City's extraordinary impact findings dated March 24, 2025, for the Battleground Subdivision.

2. The Decision further states that at the January 27, 2026 hearing, Viking asked that the matter be remanded to the City Administrator based on two legal issues: first, that the transportation impact analysis showed the affected intersections would reach failing levels of service due to overall city growth regardless of the Battleground Subdivision, and second, that Viking is required to pay only its fair share but the decision assigned 100% of the intersection improvement costs to Viking.

3. The Decision quotes Condition 8 from the preliminary plat approval, including that the developer "shall enter into a separate cost share and proportionate reimbursement agreement."

4. The Decision also states that City legal counsel explained that a proportionality analysis would occur only when the City was prepared to fund the improvements because the City has limited impact fee funds and substantial transportation infrastructure deficiencies.

5. The Decision then denies Viking's appeal.

III. GROUNDS FOR RECONSIDERATION

Viking seeks reconsideration on the grounds of procedural error, mistake, and violation of substantive law.

A. The Decision is legally deficient because it upholds the extraordinary impact determination while deferring the required proportionality analysis.

1. The Decision acknowledges Viking's argument that the City's extraordinary impact decision assigns 100% of the intersection improvement costs to Viking, even though Viking is required to pay only its fair share.

2. The Decision does not reject that legal point on the merits. Instead, it states that a proportionality analysis would occur only later, when the City is prepared to fund the improvements.

3. That is not a lawful basis to deny the appeal.

4. If the City may impose or maintain an extraordinary impact obligation, it must determine the proportionate share attributable to the development. A decision that upholds the extraordinary impact determination while postponing proportionality to an indefinite future date is incomplete and violates substantive law.

5. Timing and funding constraints on the City's side do not eliminate the requirement to determine the development's proportionate share before enforcing or maintaining an extraordinary impact obligation against Viking.

6. Reconsideration is required so the City Council can correct the Decision and either:

(a) determine Viking's proportionate share now based on the existing record and applicable law;
or

(b) reverse the denial of the appeal and remand the matter for a lawful proportionality determination before any extraordinary impact obligation is imposed or maintained.

B. The Decision is inconsistent with Condition 8 of the preliminary plat approval.

1. The Decision quotes Condition 8 of the Battleground written decision of approval.

2. Condition 8 expressly contemplates a "separate cost share and proportionate reimbursement agreement" identifying transportation infrastructure required to be constructed and reimbursement that may be applicable.

3. The Decision nonetheless upholds the extraordinary impact decision without requiring any actual cost-share or proportionate reimbursement determination at this stage.

4. The Decision therefore fails to apply its own stated condition in a legally coherent way.

5. If Condition 8 governs, then the City must determine cost share and proportionality. If the City has not done so, the appeal should not have been denied.

C. The Decision fails to resolve the central issue raised in Viking's appeal.

1. Viking appealed on the specific ground that the extraordinary impact decision improperly assigned all intersection improvement costs to Viking rather than limiting Viking's obligation to its fair share.

2. The Decision does not actually decide that issue. It merely postpones it.

3. A final decision must decide the issue presented. It cannot deny the appeal while leaving the dispositive issue for another day.

4. This is procedural error and also renders the Decision arbitrary because it does not square the result with the reasoning stated in the Decision itself.

D. The Decision fails to address Viking's argument that the project does not create an extraordinary impact within the meaning of the governing law.

1. The Decision states that Viking argued the affected intersections would reach failing levels of service due to overall city growth regardless of the Battleground Subdivision and therefore the project does not meet the definition of an extraordinary impact.

2. The Decision does not meaningfully analyze or resolve that argument. It states only that the City Council denied the appeal and found the matter to be in accord with the standards of Hayden City Code and the comprehensive plan.

3. That conclusory statement is not an adequate resolution of the legal issue Viking raised.

4. Reconsideration is warranted so the City Council can address whether the record supports a finding that Battleground itself causes an extraordinary impact, as opposed to contributing in some measure to broader systemwide deficiencies caused by overall city growth.

E. The Decision should be corrected to avoid prejudice to Viking in future proceedings.

1. As written, the Decision leaves Viking in an untenable position. The appeal is denied, yet the amount of any lawful obligation remains undetermined and deferred to an unknown future date tied to the City's funding readiness.

2. That structure is prejudicial because it purports to resolve the appeal while reserving the key legal and financial determination for later.

3. Reconsideration is necessary so the City Council can enter a decision that clearly states what has been decided, what has not been decided, and what legal standard governs any future action.

IV. REQUEST FOR RELIEF

Viking respectfully requests that the City Council:

1. Find this Petition timely;
2. Grant reconsideration of the Decision;
3. Vacate the denial of Viking's appeal;
4. Reverse the extraordinary impact decision, or in the alternative remand the matter for a lawful determination of proportionality and cost share before any extraordinary impact obligation may be imposed or maintained;

5. Clarify that Viking cannot be required to bear 100% of the identified intersection improvement costs absent a lawful determination that such amount reflects Viking's proportionate share; and

6. Grant such other relief as is just and proper.

DATED this 8th day of April, 2026.

FENNEMORE CRAIG, P.C.



Peter J. Smith IV, ISB #6997
Attorneys for Viking Construction, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of April, 2026, I caused a true and correct copy of the foregoing **Petition for Reconsideration** to be served by electronic mail upon the following:

City of Hayden

Attn: City Clerk

asanchez@haydenid.gov

Fonda Jovick

Legal Counsel for the City of Hayden

fjovick@lclattorneys.com



Jody Evans

B. Public Works Initiative Overview



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 4.28.2026

Agenda Item: Presentation: Public Works Initiative Overview

Agenda Item Location

New Business

Summary

Public Works will provide a brief presentation highlighting the following initiatives:

- Installation of Rectangular Rapid Flashing Beacons (RRFB) on Government Way
- Installation of Jurisdictional Boundary Signs on Highway 95 and 4th & Prairie
- Street Surface Restoration Code Update
- Stoddard Silo Repairs

6. **REPORTS**

A. City Administrator Report and Calendar Review

April 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 29	30	31	Apr 1	2 4:00pm Veterans Commission	3	4
5	6 5:30pm Planning and Zoning Commission (Council Chambers)	7	8 2:00pm Arts Commission Workshop 3:00pm Arts Commission	9 11:00am Historic Preservation Commission Meeting	10	11
12	13	14 5:00pm City Council Meeting (City Hall Council Chambers)	15 4:00pm Parks & Recreation Commission	16	17	18
19	20 5:30pm Planning and Zoning Commission (Council Chambers)	21	22	23	24	25
26	27	28 5:00pm City Council Meeting	29	30	May 1	2

May 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 26	27	28	29	30	May 1 3:00pm Featured Artist Reception	2
3	4 5:30pm Planning and Zoning Commission (Council Chambers)	5	6	7 4:00pm Veterans Commission	8	9 12:00pm Hayden Kite Festival (Broadmore Park)
10	11 8:00am	12 5:00pm City Council Meeting (City Hall Council Chambers)	13 9:00am Arbor Day 2:00pm Arts 3:00pm Arts	14 11:00am Historic Preservation Commission Meeting	15	16 8:00pm
17	18 5:30pm Planning and Zoning Commission 5:30pm PLANNING & ZONING	19	20 4:00pm Parks & Recreation Commission	21	22	23
24	25 11:00am Memorial Day Ceremony (McIntire Family Park)	26 5:00pm City Council Meeting	27	28	29	30
31	Jun 1	2	3	4	5	6

Community Development Department

Building Trends - March 2026							
# Residential Permits	2022	2023	2024	2025	2026 YTD		Construction Value to Date
Residential SFD	59	189	159	125	18		\$ 7,664,756.84
Manufactured Home		2	2	6			
Accessory Dwelling Unit	3	1	3	2			
Duplexes/Twinhomes	0	1	0	0			
Townhomes	0	74	24	13	11		\$ 2,066,843.32
Residential Multifamily	0	0	0	0			
Total	62	267	188	146	29		\$ 9,731,600.16
Residential Permits	2022	2023	2024	2025	2026 YTD	Parks Impact Fees YTD	Circulation Impact Fees YTD
Residential SFD	62	268	188	140	29		
Less than or equal to 1,000 sf		1	4	3	0		
1,000 to 2,499 sf		209	159	110	20	\$ 51,234.00	\$ 54,637.00
2,500 sf and above		58	25	27	9	\$ 27,583.00	\$ 27,556.00
Residential Multifamily	0	0	0	0	0		
Extraordinary							\$ 5,793.35
Total	62	268	188	140	29	\$ 78,817.00	\$ 87,986.35
# Non-Residential Permits	2022	2023	2024	2025	2026 YTD		Construction Value to Date
New Construction	21	34	31	21	12		\$ 6,984,212.03
New Accessory/Alt/Addition	27	21	14	20	4		\$ 2,585,000.00
Other (H-6 Lift Station)				1			
Total	48	55	45	41	16		\$ 9,569,212.03
Non-Residential (SF)	2022	2023	2024	2025	2026 YTD		Circulation Impact Fees YTD
Hotel/Motel (per Room)	0	0	0	0			\$ -
Industrial/Warehouse	70,513	157,665	124,632	162,096	43,867		\$ 45,621.68
Office General	105,623	28,851	13,117	41,205	8,351		\$ 34,907.18
Medical Office	0	1,816	3,000	0			
Retail/Restaurant	10,522	2,444	4,660	7,819			
Service/Other	0	39,456	33,441	45,447	7,440		\$ 37,944.00
School	66,106	0	0	0			\$ -
Assisted Living	8,392	0	0	0			\$ -
Extra-ordinary	0	0	0	0			\$ -
Total	261,156	230,232	178,850	256,567	59,658		\$ 118,472.86

New or Expanded Businesses: (orange – Const., yellow – Review, green – T.I., red – permits expired, and blue – C.O. in last 30 days)

Business	Address	CBD	New	Expanded	Relocated
Autozone	410 W Dakota Avenue		X		
BC Detailing	1376 W Hayden Avenue			X	
Bellanca Industrial Duplex	W Bellanca Ct		X		
Church of the Living Water	1212 W Hayden Avenue		X		
Daugharty Commerce Park	42 Warehouse/Office Bldgs		X		
Ela Construction	10070 N Taryne Street		X		
Ela Construction	11423 N Carisa Ct		X		
Ela Construction	11435 N Carisa Ct		X		
FS Fabco	10409 N Atlas Road		X		
Hess Retail II	9069 N Hess Street		X		
J. Tripp	10144 N Navion Street		X		
King Sod	12816 N Huetter Rd		X		
New Leaf Nursery	12551 N Government Way			X	
Old European Restaurant	345 W Fryeburg Ave		X		
One Place Church	8383 N Huetter Road				X
Project 95	9878 N Kirkpatrick Street		X		
Sundler Boat Storage	11615 N Sundler Road		X		
West Hayden Plaza	9547 N Aerial Cir 101-104		X		

Minor and Major Subdivisions & Associated Off-Site Infrastructure in Process:

Minor	Major	Preliminary Plat	MOU/MDA Recorded	Plan Review	Construction	Final Plat Review	FP Performance	FP Warranty	Total Sub Processes
Active Projects and where they are in the process (running activity)									
10	12	6		5	7	2	1	8	29
Larger Utility Off-Site Infrastructure In Process (by the City and others)									
Hayden North Lift Station								X	
H-6 Lift Station, Gravity, and Pressure Lnes								X	
H-8 Lift Station, Gravity, & Pressure Lines				X					

73 Other PZE Processes – [Annexation, BLA, CUP, Exceptions, UCP, Variance, & ZMA/ZTA, etc.] including those various processes related to subdivisions and or larger utility off-site infrastructure as identified above.

Minor and Major Subdivisions Platted by Year:

2026	# of Lots		2025	# of Lots		2024	# of Lots		2023	# of Lots		2022	# of Lots	
	Platted	Vacant		Platted	Vacant		Platted	Vacant		Platted	Vacant		Platted	Vacant
The Bridge	26	14	Redwood Haven TH	15	0	Trailridge	22	1	Blackwolf Meadows	26	12	Airborne Industrial Tracts	8	3
Bassett Estates	6	5	Tumbleweed Tracts	2	1	Hayden Canyon 2nd	102	28	Daugharty Commerce Park	6	5	Hidden Meadows	8	3
Trail Creek Estates	10	10	Mark's Ranch	24	18	Carrington Meadows 3rd	54	0	Hayden Canyon 1st	162	0	Honeysuckle Glade 1st	27	10
						Mayken Investment	2	1	Jackie's Glade	4	2	Kirkpatrick Commercial	5	2
						Redwood Haven	4	0	Nicoara Place	2	0	New Frontiers East, 1st	19	18
						Wyoming Estates 1st	12	7	The Fields	53	0	Rain Tree Estates	18	0
						Hayden North 2nd	66	0				Walden Acres	15	1
						Trailridge 1st Addition	27	22				Carrington Meadows 2nd	53	0
						Trailridge 2nd Addition	14	14						
						Cooper Landing	10	6						
Annual Totals	42	29	Annual Totals	41	19	Annual Totals	291	78	Annual Totals	253	19	Annual Totals	153	37

Unbuilt Lots within Platted Subdivision (vacant):

165 Single Family Residential 23 Commercial 14 Light Industrial 14 Mixed-Use

General Recap of Permits and Code Enforcements in Process:

Type of Process	YTD Issued		In Review (in Queue)		In Construction	
	Commercial	Residential	Commercial	Residential	Commercial	Residential
New Structure	12	29	2	8	32	85
*Other Permits	26	128	8	5	40	112
<i>Reviews complete & ready to Issue, holding for fees or prerequisites</i>	67					
Pre-Development Meetings	20					
Right-of-way	20		4		76	
Load Limits	1		0		0	
	<i>Open</i>	<i>Closed</i>	<i>This Month</i>	<i>Prosecutor</i>	<i>City</i>	<i>Total Active</i>
Code Enforcement	2	3	0	3	21	24

*Commercial: Demo, Foundation, Mechanical, Roof, Sign, Other Accessory

*Residential: Accessory Building, Addition, Alteration, Demo, Mechanical, Deck, Roofing, Solar Panels, Pool, Windows

RECREATION & COMMUNITY EVENTS DEPARTMENT UPDATE MARCH 2026

Registration for youth soccer and youth volleyball ended on March 1 & 8 respectively, and we are now taking kids on waitlists, as the programs are full.

Youth soccer has 95 teams total with 16 U8 teams, ten U10 teams, five U12 teams, and four U15 teams. Minis and Micros both have 30 teams, and there are a total of 855 kids, which equals 2024's numbers, which was the highest program participation in its history. All divisions begin games Saturday, April 11. All divisions now play at Croffoot Park.

The youth volleyball program has 264 kids in grades 1st-8th and 24 teams this season. Practices began March 23, and matches will begin April 8. The program runs through May 13.

Registration for Spring Coed 4's Adult Volleyball ended on March 30, and the league has six teams, which is great for a spring league. The Women's 4's Block Party tournament is open through April 12. Open gym volleyball continues to draw good numbers; and since October, it has had 650 participants.

The City of Hayden has again received Tree City USA status. It will be announced at the upcoming Arbor Day program again this year. Hayden has had Tree City USA status since 2002. We hope the members of the City Council and Hayden Parks, Recreation & Community Forestry Commission will be able to join us at this very special presentation on Wednesday, May 13, at 11:30 a.m.

To date, there have been 15 park shelters, 11 Hayden Main field, 19 Croffoot baseball fields, 8 Croffoot soccer fields and 17 Finucane fields reserved, and 43 of these reservations were received in March.

We're preparing for event season. Upcoming events are listed below by month.

May:

- Hayden Kite Festival sponsored by ICCU: Broadmoore Park, Saturday, May 9, 12:00-2:30 p.m. (rainout date is Saturday, May 16)
- Arbor Day sponsored by STCU: McIntire Family Park, Wednesday, May 13, 9:00 a.m.-2:30 p.m.
- Memorial Day Ceremonies: Monday, May 25 - McIntire Family Park @ 11:00 a.m. There won't be a Wreath-Laying Ceremony, as the Submariners canceled.

June:

- Dog Days of Summer-Fest, Saturday, June 27, Stoddard Park, 11:00 a.m.–2:00 p.m.
- Hayden Bike Rodeo, Wednesday, June 24, 10:30 a.m.-12:00 p.m., Hayden Community Library

July:

- Hayden Summer Concert Series—Thursdays, July 9-August 20, McIntire Family Park, 6:00-8:30 p.m. No concert during the week of Hayden Days, July 23.

- Hayden Days, with event sponsor ICCU, McIntire Family Park, Friday, July 24 from 2:00-8:00 p.m. and Saturday, July 25 from 10:00 a.m.-8:00 p.m.
- Hayden Days Parade, Saturday, July 25, 10:00 a.m.

August

- Hayden Movie in the Park Summer Finale, Friday, August 21, McIntire Family Park, 8:00 p.m. (dusk), **SUPER MARIO GALAXY**. We are still in need of a sponsor.

As an fyi, the summer activities guide will be posted and disseminated in mid-late May.

Team	14	HARSB Transition Process Developed	Highest Priority	(13-15)
Team	12	Long Range Parks and Transportation Plan Update - for Impact Fees	High Priority	(11-12)
Team	10	Honeysuckle Beach Parking study- what can be done - could we control parking on Honeysuckle with Parking Sticker	Medium Priority	(8-10)
Team	8.8	Modernize Honeysuckle beach - corridor study	Med/Low Priority	(6-7)
Abbi	11	Consider contracting a City public relations / communications function	Lowest	(3-5)
Suzi	10.8	Review fees for Non-residents in sports programs - wants more Hayden People in our Programs preference to Hayden Residents		
Dulci	11.8	Sewer Master Plan- Collection system		
Dulci	10.6	City standards update - sewer, streets and parks		
Dulci	10.2	GIS		
Alan	13.8	Bid Honeysuckle and Ramsey Road intersection		
Alan	11.6	Chip Seal 18-20 lane miles/yr		
Alan	10.8	Government Way & Wyoming Intersection- Design		
Alan	10.8	Government Way and Miles- ROW Acquisition		
Alan	9.8	Government Way & Dakota Intersection		
Alan	9.6	Prairie/Courcelles Traffic signal (2027 construction)		
Alan	10.2	Government Way & Honeysuckle Intersection		
Alan		Sewer Capitalization Rate evaluation		
Ty	11.4	Have car owners pay for towed cars		
Ty	11.4	Honeysuckle Boat Launch/ADA Access project		
Ty	10.4	Government Way RRFB's (Blue Cross Community Health Academy Project)		
Ty	8.8	Broadmoor Playground Improvements		
Donna	11.4	Code Amendments- Specific to P/Z		
Donna	10.75	Oldest Tree in Hayden In Process		
Donna	10	Update to cell towers communication systems - third party law firm to rewrite ours and paid for by a community agency - drive testing		
Donna	9.6	Consider lessening requirements for easements to city - ADU proposed frontage improvements code in March		
Donna	9.2	Wetlands, Watercourse and SARA Protection - May vs Shall in city code vs county AOI has wetlands using PUDs or mimic County		
Jen	12.6	Financial Policy Completion		
Jen	11.6	H6 Reimbursement Policy/Escrow developed		
Jen	10.2	Purchase Orders- Develop staff initiated policy		
Lisa	14	Law Enforcement Strategic Plan completion		
Lisa	12.6	Base Tax increase for Nov Ballot Don't want to use savings can't make May		
Lisa	12	Look to adjacent cities (H.L. and Dalton) for combined L.E. force - collaborate with cities for LE		
Lisa	11.8	Space needs analysis		
Lisa	11.66667	Impact Fee Study		
Lisa	10.2	Consider L.E. Impact Fee - Need new plan and impact fee		
Lisa	10.2	Community Listening sessions over base budget constraints - Push Out from Webpage Subscribe Option somewhere		
Lisa	6	HURA Plan/Design of Community.Civic Center- City Involvement - Keep priority on Roads guidance to MR for HURA vote		
	10	Align all Standards of approval with comprehensive plan goals and policies		
	8.6	Evaluate possibilities and options to develop area south and west of City Hall into a "walkable downtown" with street parking		
	8.5	Stoddard Barn rehabilitation into functional space for rent		
	8	Incentivize smaller home development s on specific infield fill lots - include P&Z and talk with Dev		
	7.8	Review and create if required ordinances that positively shape Hayden's CBD - Downtown Revitalization Plan Update		
	7.8	Maple Street considerations as 1-way		
	7.6	Review possibility of Stormwater Utility - Pretreatment by developer and paid for by residents of development Utility Dist.		
	6.2	City Link- Public Transportation Planning		
	6	Urban Forestry Plan		
	5.6	Consider speed study on Gov. Way for speed reduction		



OFFICE OF THE CITY ADMINISTRATOR

To: Mayor and City Council
From: Lisa M. Ailport, City Administrator
Date: 4/24/26
Re: Administrative Report and Update

Department Reports:

Attached separately with this agenda item includes the Community Development report, Recreation report and the Law Enforcement report through March of 2026.

Ramsey / Honeysuckle Intersection

Design: Completed

ROW: Nearly complete- Klim property is going through closing

Funding: Secured- City major capital fund

Construction: Apparent Low Bidder identified; Slated for construction in Summer of 2026

Ramsey/Honeysuckle intersection bid was opened on 4/22 and the project bid for roughly 1/2 million less than staff anticipated. Once reviewed by staff the responsive low bidder will come to council for acceptance. Project construction is anticipated to occur this summer and be a single season project.

Hayden/Atlas Intersection

Design: Completed

ROW: Not completed

Funding: Not secured

Construction: Temporary Signal installed in Summer of 2026 if ROW can be secured.

Hayden/Atlas intersection has been designed to accommodate a roundabout design once upgraded. Staff is working with adjacent landowners to complete the land purchase needed for this project to be constructed. Although staff has no date for this project to be constructed, without the acquisition of property the project cannot be bid. The future budgeting process anticipates that we will use fund 130 to start saving for construction of projects such as this but in the meantime staff is working on a temporary signal at this intersection while we save to complete the roundabout.

Long Range Transportation Plan Update

The City has initiated plan update with Iteris, our consultant. Staff is working to get the data used to develop the modeling to the consultant. Next major milestone on this project include reviewing the results of the data and developing growth assumption.

McIntire Park Plan Update

Architects West is currently working through merging two layouts of the future park into one layout that will be brought forward as part of the master planning effort. Next major milestones for this project will be to bring forward the plan to Council for review and adoptions. The draft layout will include logical phasing plans for park development that staff will use to help secure funding for the park updates to occur.

After adoption, staff will need to work with Council and the Consultant to develop constructure plans for the first phase of the park. Staff anticipates working with HURA and the Land and Water Conservation park grants to secure funding for the first phase of the park to be completed prior to the closure of the HURA revenue allocation area.

Spatial Needs Analysis:

Bernardo Wills is currently working through the study. They are reviewing the plans of City Hall. Next major milestone will be to review the consultants in preparation of a presentation to council at a future date.

Law Enforcement Strategic Plan

The Consultant has been working with the County Sheriff's to get access to data they have pertaining to their law enforcement services. In addition, the consultant is working with the County Admin office to get data regarding how they have attributed overhead costs to the city. They are working on a gnat type chart to give council a breakdown of the process over the course of the next few months. I expect to have this deliverable by the next Council meeting.

Strategic Priorities Progress

Included with this report is also the list of project priorities that council ranked in February. Staff anticipates we will give an update on the work progress in June to align with the quarter system council provided for us. If an update before this is necessary, we can prepare to provide that update at a future meeting or meet with any council member ahead of the June update one-on-one.

Upcoming special meetings:

Thursday, 4/30, 1:00-4:00 pm: Strategic Budget Workshop

Friday 5/1, 11:00-1:00 pm: Planning Workshop with Hayden Urban Renewal Agency



Commission Meetings and Community Events:

Friday, 5/1 3:00 pm- Arts Commission- Featured Artist Reception

Monday, 5/4 5:30 pm – Planning and Zoning Commission Regular meeting

Thursday, 5/7 4:00 pm- Veterans Regular monthly meeting

Saturday, 5/9 12:00 pm Hayden Kites Festival at Broadmore Park (Open to Public)

Wednesday, 5/13 9:00 am Arbor Day at City Hall in conjunction with CDA schools (Closed to Public)

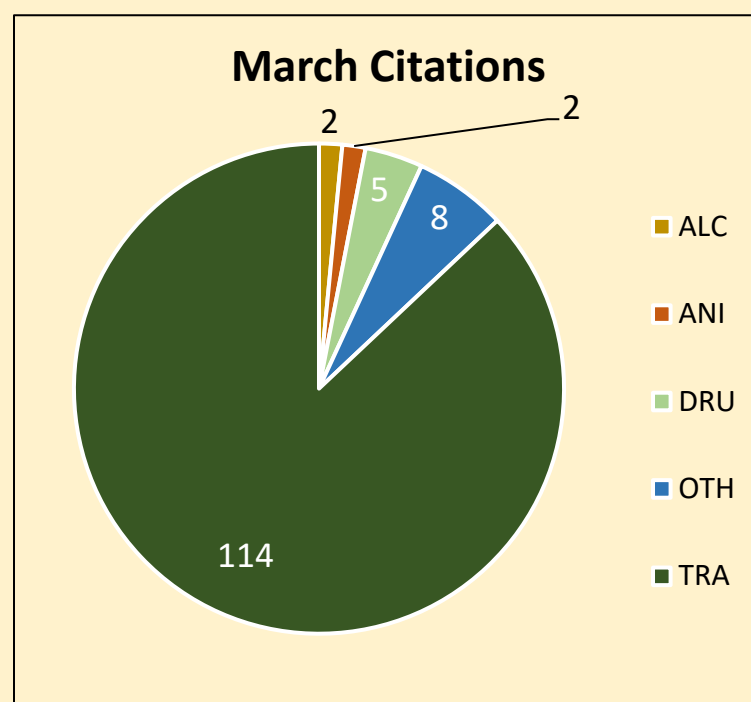
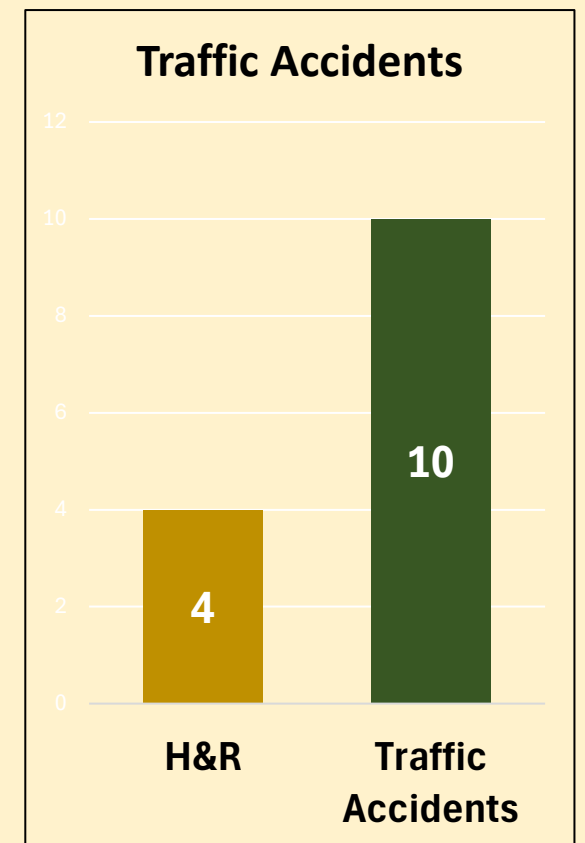
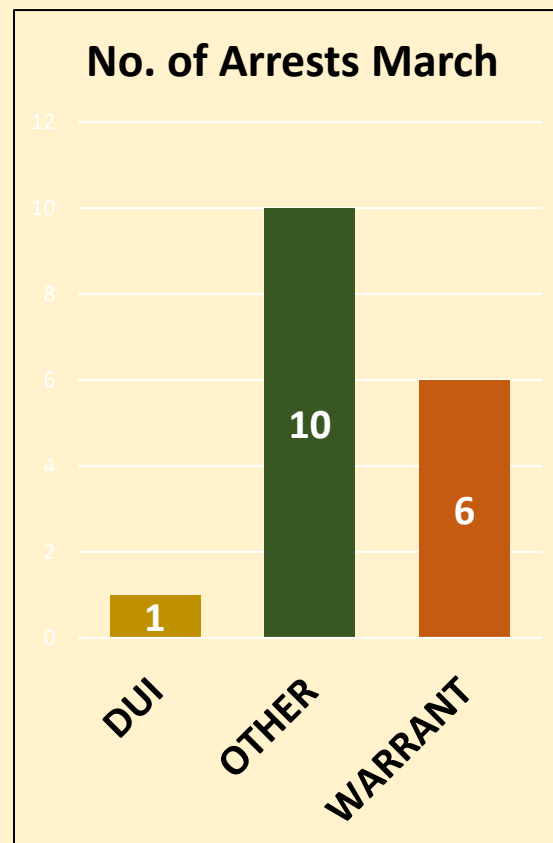
B. Law Enforcement



HAYDEN MONTHLY ACTIVITY REPORT

MARCH 2026

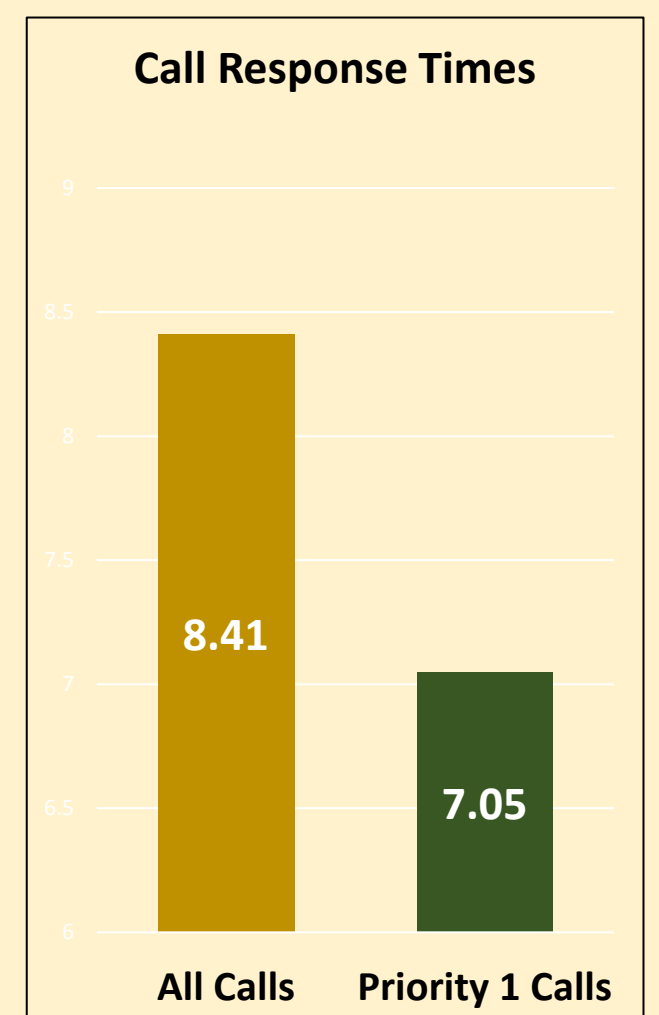
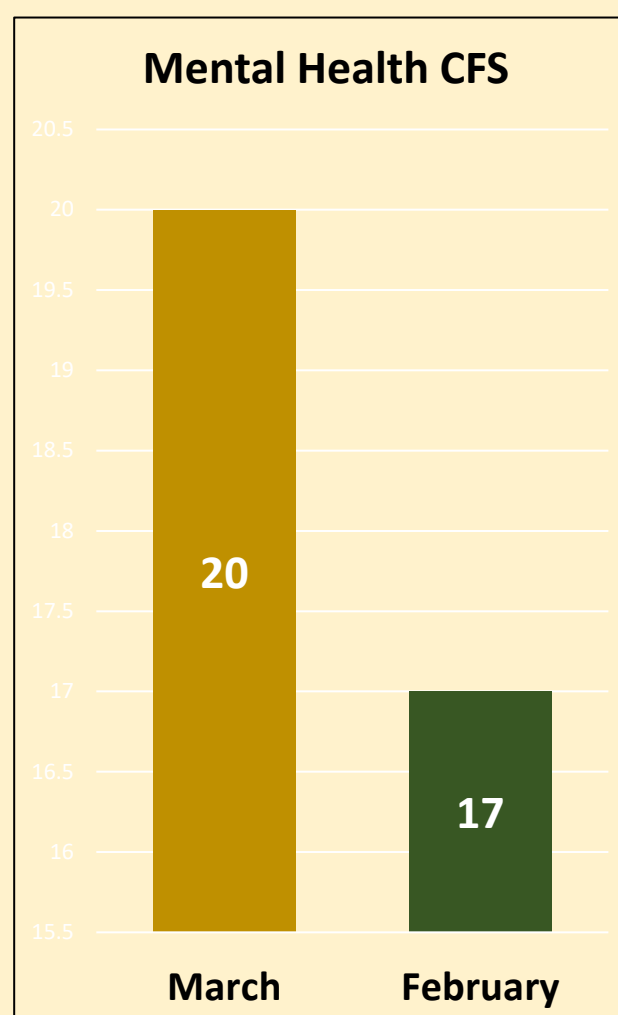
Offense Reported	2026		Previous Years YTD		
	MAR	YTD	2025	2024	2023
Aggravated Assault	1	3	3	2	7
Arson	0	0	0	0	0
Auto Burglary	0	0	3	1	2
Burglary Non Resid	1	1	0	1	1
Burglary Resid	0	2	2	3	5
Rape	1	1	0	0	2
Homicide	0	0	0	0	0
Robbery	0	0	4	0	1
Theft	13	37	27	32	40
Vehicle Theft	0	0	0	1	2
Assault	5	13	18	19	17
Vandalism	6	16	2	15	2
Total	27	73	59	74	79



Citation Type Table	
ALC	Alcohol Violation
ANI	Animal Violation
DRU	Drug Violation
OTH	Other Violation
TRA	Traffic Violation

Call Type	March	YTD
Citizen Calls	320	871
Arrests = 9	Reports = 65	
No reports = 168	Warnings = 6	
Gone on arrival = 33	Unfounded = 27	
Citation = 1	Follow up = 2	
Refer to other agency = 7	Animal Containment = 2	
Police Initiated	592	1735
Arrests = 7	Reports = 14	
No reports = 279	Warnings = 142	
Gone on arrival = 13	Unfounded = 4	
Refer to other agency = 18	Citations = 113	
Animal containment = 2		

Top 5 Calls For Service	
Type	Total
Animal Problems	100
Citizen Assist	60
Suspicious	24
Welfare Checks	22
VIN Inspection	18



- C. Mayor/Council
7. **REQUEST FOR FUTURE AGENDA ITEMS**
 8. **EXECUTIVE SESSION ACTION ITEM** *(Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)*
 - A. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
 9. **ADJOURNMENT**