

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

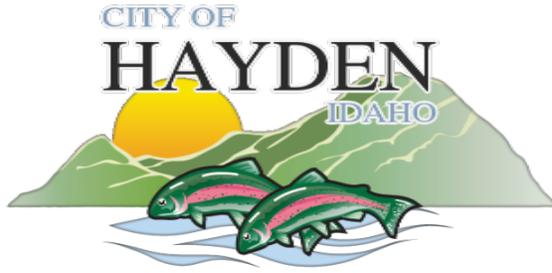
Tuesday, October 28, 2025

Regular Meeting: 5:00 PM

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

**CALL TO ORDER
ROLL CALL OF COUNCIL MEMBERS
PLEDGE OF ALLEGIANCE
ADDITIONS OR CORRECTIONS**

1. **PROCLAMATION**
 - A. Extra Mile Day



OFFICE OF THE MAYOR

Proclamation

WHEREAS, Hayden, Idaho is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Hayden, Idaho is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Hayden, Idaho is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Hayden, Idaho acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

NOW THEREFORE, I, ALAN DAVIS, Mayor of Hayden, Idaho do hereby proclaim **November 1, 2025**, to be

Extra Mile Day

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 28th day of October, 2025.

Alan Davis, Mayor

Abbi Sanchez, City Clerk

2. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of October 7, 2025 Special City Council Meeting Minutes

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

Tuesday, October 7, 2025

Special Meeting: 4:00 PM

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

CALL TO ORDER

The meeting was called to order at 4:02 PM.

ROLL CALL OF COUNCIL MEMBERS

Present: Ed DePriest, Matthew Roetter, Tom Shafer, Sandra White.

1. UNFINISHED BUSINESS

A. **ACTION ITEM** Change Order No. 03 with Interstate Concrete & Asphalt Co. for Ramsey Rd./Lancaster Rd. Roundabout Revisions

MOTION: Council President Roetter motioned to approve Interstate Concrete & Asphalt Co. Change Order 3 for Ramsey/Lancaster Roundabout. Council Member White provided the second.

ROLL CALL VOTE:

Council Member DePriest	Yes
Council Member Shafer	Yes
Council Member White	Yes
Council President Roetter	Yes

The motion was approved by a unanimous vote in favor.

B. Hayden Urban Renewal District Revenue Allocation Area Expansion Update

City Administrator Lisa Ailport provided an update to the City Council on the Hayden Urban Renewal Agency (HURA) revenue allocation area expansion, which aims to enable road investments along Government Way, particularly at intersections that could not previously be improved because some adjacent properties were outside the existing district boundaries.

She began by noting that the process originated in March 2024, when the Council authorized staff to begin the expansion and engage consultants Megan Conrad, legal counsel, and Alivia Metts, who prepared the eligibility and economic feasibility studies. Between March and September 2024, Alivia completed the eligibility report, which the Council adopted in September 2024, setting the stage for the development of the plan amendment and feasibility analysis. The economic feasibility study was completed in January 2025, followed by HURA's detailed work on the plan amendment through the spring and summer. On September 8, 2025, HURA approved a resolution amending the capital plan and forwarded it to City staff and the Planning and Zoning Commission, which found the plan to be generally consistent with the City's comprehensive plan during its October 6, 2025 meeting.

Ms. Ailport explained that the Council's current task was to consider whether to authorize publication of the public hearing notice for the proposed plan amendment. The hearing is tentatively scheduled for November 18, 2025, with publication expected October 17 and October 31. She noted that the publication process is lengthy and relatively costly, and the Council's authorization ensures that the process proceeds appropriately.

The plan amendment follows the same legal process as establishing a new urban renewal district but does not extend the district's existing term, which remains set to expire in 2029, with the final year of revenue occurring in 2030. State law limits the size of any expansion to no more than 10% of the city's total area. The proposed expansion adds five areas totaling about 19 acres, reduced from six originally proposed, all located near intersections along Government Way.

The amendment is expected to generate approximately \$19,000 in total revenue between now and 2030, around \$7,000 per year, but the inclusion of these parcels will make it legally possible for HURA to invest its broader funding in critical intersection and roadway improvements. The total estimated district revenue through 2030 is approximately \$6.2 million. Identified projects include the development of the Civic Center at Government Way and Orchard Avenue, City Hall and McIntire Park improvements, and intersection and road improvements along Government Way, with flexibility to fund additional projects if revenues exceed estimates.

Ms. Ailport concluded by outlining the Council's options:

1. Authorize publication of the plan amendment public hearing notice for November 18, 2025.
2. Continue the item to a future date to allow time for additional information.
3. Remand the plan back to HURA for further revision if needed.

Council discussed the estimated cost of publishing the public hearing notice, which staff projected to be between \$1,000 and \$2,000 due to the length of the notice and the legal requirement to publish it in full rather than as a summary. Ms. Conrad explained that the notice was intentionally detailed to provide transparency and included information about the existing district base, maps, legal descriptions, and funding details for the proposed amendment area.

Council Member White raised concerns about the timing of the meeting, noting that it was being held outside a regular Council meeting time. Staff explained that the schedule was designed to meet end-of-year deadlines while providing Council Members with the same amount of review time they would typically have. It was also clarified that this action was only to authorize publication of the hearing notice, not to approve the district expansion, and that the public would have opportunities to comment before any final decision.

Council Member White raised questions regarding newly added projects in the HURA plan, such as the Civic Center and park improvements, which were not included in earlier discussions. She expressed concern about long-term financial responsibilities for such facilities and emphasized a preference for prioritizing road and intersection improvements. Staff and legal counsel clarified that the project list functions as a "wish list," allowing flexibility to fund projects if resources permit.

Additional questions addressed the anticipated \$19,000 in new revenue expected from the proposed expansion, the statutory limits on area and valuation, and the use or reallocation of unspent funds if the district were to close before all projects are completed. Staff and legal counsel explained that unused funds would generally return to overlapping taxing districts unless obligated to approved projects. The feasibility of completing intersection projects within the district's timeframe was discussed.

Council expressed a desire for HURA funds to be allocated to needed intersection improvements within the proposed expanded areas. The importance of transparency, fiscal responsibility, and alignment with the City's priorities was emphasized. It was noted that while the expansion would enable key infrastructure work, further clarification on project management, funding commitments, and coordination with the City would occur at the time of project initiation.

C. **ACTION ITEM** Publication of Public Hearing Notice for Consideration of First Amendment to the Hayden Urban Renewal Capital Improvement Plan

MOTION: Council Member DePriest motioned to approve publication of the public hearing notice for consideration of the First Amendment to the Hayden Urban Renewal Capital Improvement Plan. Council Member Roetter provided the second.

During discussion on the motion, Council Member White stated she would vote no, expressing concern that the decision was moving too quickly, the public had not had adequate time to review it, and that the expansion's focus and costs required further review and discussion.

ROLL CALL VOTE:

Council Member White	No
Council Member Shafer	Yes
Council President Roetter	Yes
Council Member DePriest	Yes

The motion was approved by a majority vote in favor.

2. ADJOURNMENT

The meeting was adjourned at 4:47 p.m.

B. Approval of October 7, 2025 City Council and Public Safety Commission Joint Meeting Minutes

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

Tuesday, October 7, 2025

Special 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, Sandra White, Matthew Roetter, Tom Shafer,

ROLL CALL OF COMMISSION MEMBERS

Present: John Spencer, David Hagar, Brian Harrison, Raleigh Measom, and Shawn Meyer.

1. WORKSHOP

A. Law Enforcement Services

i. Level of Law Enforcement Services

The Council and Commission reviewed law enforcement data available from Kootenai County Sheriff's Office (KCSO): arrests, citations, the number of calls for services and cases referred to detectives. The Commission members recommended including other data in the reports, like clearance codes and crime mapping. Commission members explained call types, response times, and how call assignment times are tracked concurrently rather than consecutively.

Members discussed whether results-driven data are sufficient to assess accountability and service levels, with the Commission agreeing they are. Council President Roetter and Council Member DePriest requested details on how many patrol deputies serve Hayden for the \$600,000 contributed annually through the Justice Fund, and the Commission members agreed that information should be obtained. Legal Counsel Fonda Jovick noted that without a contract for enhanced services, KCSO would provide emergency response only.

The group discussed law enforcement cost calculations and service levels for KCSO policing in Hayden, as presented by the Kootenai County Board of County Commissioners. Ms. Jovick noted that an average payroll burden for deputies was requested to simplify budgeting, those costs vary depending on whether the position is patrol, detective, animal control, or command staff. A significant portion of the discussion focused on how Kootenai County calculates its overhead rate. It was clarified that overhead is based on total administrative costs divided by the number of deputies, not on calls for service. The County Auditor indicated that a precise calculation would place overhead near 62%, but a 40% rate was used to allow flexibility and fairness. Confusion about the 60% overhead cost proposed in Option 3 from the BOCC was expressed by staff, noting no meaningful explanation from the BOCC or Kootenai County Auditor.

The group compared contract options, noting that Option 3 includes four patrol deputies and one detective with a 60% overhead rate, while Options 1 and 2 provide more deputies but at significantly higher costs. It was noted that reducing overhead to 40% in Option 3 could allow funding for an additional deputy. Members also discussed City-funded vehicles, raising concerns that KCSO depreciates these vehicles even though they were purchased with City

funds. Clarification was requested regarding ownership, maintenance, and depreciation, which are currently accounted for in the overhead rate.

Several members emphasized the importance of obtaining citizen input on perceptions of safety and willingness to fund higher service levels, noting that public engagement and data-driven planning are key to future decisions. Concerns were raised about reducing the number of deputies from ten to five, as this could impact officer safety, response times, and coverage. Participants discussed recommended staffing ratios for proactive policing, generally between 1.2 and 2 officers per 1,000 residents, suggesting future increases will likely be necessary as the community grows.

By the end of the discussion, most members supported **Option 3**—maintaining a 40% overhead rate, keeping City-funded vehicles, and using savings to add an additional deputy. They also supported using funds budgeted for a lieutenant vehicle to be reallocated to law enforcement services to add another deputy, for a total of six patrol deputies and one detective. The group agreed that this approach was the most fiscally responsible short-term solution while recognizing that achieving higher staffing levels will require long-term planning and potentially new funding or voter-approved measures.

ii. Contract with Kootenai County for Law Enforcement Services

This item was heard before Item 1Ai.

City Attorney Fonda Jovick opened the session, explaining that the purpose was to identify negotiable items in the contract, focusing on aligning the service level and costs with the city's approved budget for the upcoming year. She clarified that the discussion was limited to the one-year agreement and would not address future law enforcement models.

The conversation covered two main areas: financial terms and service accountability. Staff explained that the County's model provides a base agreement where each city determines its service level and cost. Ms. Jovick emphasized the need to establish accountability metrics, which could be vehicle tracking, hours of service, and/or call data. Council and commission members then reviewed the contract page by page, identifying revisions and discussion points.

Key topics included: ensuring the city has input on deputy performance and possible removal; clarifying terminology to distinguish between the County (financial authority) and the Sheriff (operational authority); defining "assigned" versus "dedicated" deputies; retaining city ownership of vehicles purchased with city funds; and adjusting indemnification language to better protect the city. Members also discussed vehicle usage, data access, and service coverage expectations when deputies are unavailable.

The group agreed to refine Exhibit A, addressing operational details such as deputy coverage, emergency response, and meeting attendance. They supported maintaining a law enforcement presence during council meetings for safety and community engagement, while reserving command staff for scheduled reports. Ms. Jovick concluded by noting the proposed edits would be incorporated into an updated draft for further review.

Mayor Davis called for a recess at 7:00 p.m.

The members of the Public Safety Commission left the meeting.

Mayor Davis called back to order at 7:07 p.m.

2. 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)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent
- B. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

MOTION: Council President Roetter motioned that the meeting enter executive session under Idaho Code 74-206(1)(b) and (f). Council Member DePriest provided the second.

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

The motion was approved by a unanimous vote in favor. The meeting entered executive session at 7:07 p.m.

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

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

The motion was approved by a unanimous vote in favor. The meeting returned to regular session at 7:52 p.m.

3. ADJOURNMENT

The meeting was adjourned at 7:52 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

C. Approval of October 14, 2025 City Council Meeting Minutes

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

Tuesday, October 14, 2025

Regular Meeting: 5:00 PM

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

CALL TO ORDER

The meeting was called to order at 5:01 PM.

ROLL CALL OF COUNCIL MEMBERS

Present: Ed DePriest, Matthew Roetter, Tom Shafer, Sandra White.

PLEDGE OF ALLEGIANCE

Mayor Davis led the pledge of allegiance

ADDITIONS OR CORRECTIONS

None

ANNOUNCEMENTS: Mayor Davis acknowledged Boy Scout Andrew Griswald in attendance, fulfilling his Scout requirement. He also announced that he and city staff representatives completed the Blue Cross of Idaho Foundation for Health program, earning a \$20,000 grant to support community health-related initiatives. He plans to meet with staff to develop project ideas and will bring recommendations to the Council for approval.

1. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of September 23, 2025 City Council Meeting Minutes
 - B. Approval of September 30, 2025 Special City Council Meeting Minutes
 - C. Ratification of the September 2025 Payroll
 - D. Approval of Bills for Payment

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

ROLL CALL VOTE:

Council Member DePriest	Yes
Council Member Shafer	Yes
Council Member White	Yes
Council President Roetter	Yes

The motion was approved by a unanimous vote in favor.

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

Ray Drexler, Hayden resident and Rocking R Homeowners Association (HOA) representative, spoke about transparency and community engagement. He praised Council Member DePriest for hosting public meetings and commended the council for making information accessible. However, he noted low public participation in both council and HOA meetings, despite transparency of meetings and information being available online. Mr. Drexler suggested proactive steps to improve engagement, such as informing HOA board members about nearby developments and including brief updates with sewer bills to highlight city initiatives. He emphasized fostering a closer-knit community and thanked local law enforcement and fire departments for participating in community events.

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

A. Updates to Table 7 - Development Impact Fees of Fee Schedule

Mayor Davis opened the city-initiated public hearing at 5:15 p.m.

City Administrator Lisa Ailport presented proposed updates to Table 7 (development impact fees) and a minor correction to Table 3. She explained that a public hearing is required when new fees or increases exceed 5%. The proposed Table 7 adjustments were recommended by the Development Impact Fee Committee and previously reviewed by the council, with public notice published on September 30 and October 7. Table 3 corrects a prior error, reducing a fee from \$45 to \$35. Staff explained that fees are authorized through adoption of a resolution, and the effective date will be 30 days from adoption or more if the Council desires, according to Idaho Code.

PUBLIC COMMENTS: None

Mayor Davis closed the hearing at 5:17 p.m.

4. UNFINISHED BUSINESS

A. ACTION ITEM Kootenai County Area of Impact Draft Ordinance

The council reviewed updates to the city’s area of impact map. The areas indicated are the city’s proposed area of impact, with Post Falls and Rathdrum’s Area of Impact shown for reference. It was clarified that these areas represent potential future annexations, but the city cannot force annexation; annexations are now primarily driven by landowners contiguous to city boundaries. The council had previously approved sending the area of impact map to the county. Tonight’s decision is to confirm that the council is comfortable with the county moving forward with a draft ordinance reflecting the proposed area of impact.

MOTION: Council Member White motioned to approve the Kootenai County Area of Impact draft ordinance. Council Member Shafer provided the second.

ROLL CALL VOTE:

Council Member DePriest	Yes
Council President Roetter	Yes
Council Member Shafer	Yes
Council Member White	Yes

The motion was approved by a unanimous vote in favor.

5. NEW BUSINESS

A. ACTION ITEM Consider Approval of the Updated Kinds and Levels Chart

MOTION: Council Member Shafer motioned to approve the new Kinds and Levels chart as presented. Council Member DePriest provided the second.

ROLL CALL VOTE:

Council President Roetter	Yes
Council Member White	Yes
Council Member DePriest	Yes
Council Member Shafer	Yes

The motion was approved by a unanimous vote in favor.

B. **ACTION ITEM** Consider Architects West Contract for Master Planning Effort for McIntire Park

The proposed contract with Architects West is for a master planning effort for McIntire Family Park, including the adjacent city-owned land formerly used by the Public Works Department. The goal of the effort is to create a comprehensive, community-informed plan for the park, similar to the successful Hayden Canyon Park Master Plan process, which can guide future improvements, funding opportunities, and potential grant alignment. The planning effort is city-driven, with HURA's involvement limited to potential future funding, and the plan focuses solely on city-owned land, not HURA property. The process will include analysis, community and stakeholder engagement, and public input through forums, surveys, and other outreach methods. The final deliverable will be a master plan adopted by council, providing guidance for incremental park improvements as funds become available. Funding for the proposed contract will come from park impact fees already collected by the city, and the composition of the steering committee will be coordinated with the consultants and city staff.

MOTION: Council President Roetter motioned to approve the Architects West Contract for Master Planning Effort for McIntire Family Park. Council Member DePriest provided the second.

ROLL CALL VOTE:

Council Member Shafer	Yes
Council Member White	Yes
Council Member DePriest	Yes
Council President Roetter	Yes

The motion was approved by a unanimous vote in favor.

C. **ACTION ITEM** Consider Resolution Amending Table 3 and 7 of the City of Hayden's Official Fee Schedule

MOTION: Council Member White motioned to approve the resolution. Council Member Shafer provided the second.

ROLL CALL VOTE:

Council President Roetter	Yes
Council Member DePriest	Yes
Council Member Shafer	Yes
Council Member White	Yes

The motion was approved by a unanimous vote in favor.

D. **ACTION ITEM** Consider Offer from Coeur d' Alene Auto Sales to Purchase Surplussed Vehicle

MOTION: Council Member Shafer motioned to accept the offer from Coeur d'Alene Auto Sales. Council Member DePriest provided the second.

ROLL CALL VOTE:

Council Member White	Yes
Council President Roetter	Yes
Council Member Shafer	Yes
Council Member DePriest	Yes

The motion was approved by a unanimous vote in favor.

E. **ACTION ITEM** Veterans Commission Recommendation for 2025 Distinguished Veteran

MOTION: Council Member DePriest motioned to approve the Veterans Commission’s recommendation for 2025 Distinguished Veteran. Council President Roetter provided the second.

ROLL CALL VOTE:

Council Member Shafer	Yes
Council Member White	Yes
Council President Roetter	Yes
Council Member DePriest	Yes

The motion was approved by a unanimous vote in favor.

F. Upcoming Transportation Improvements Presentation

City Engineer Dulce Kau presented an update on the city’s upcoming transportation improvement projects, focusing on the capital improvement plan, project statuses, right-of-way acquisition, and next steps. Projects under design and construction include Ramsey Road and Honeysuckle Avenue (roundabout, \$3M), Hayden Avenue and Hutter Road (controlled intersection, signal or roundabout under evaluation), Ramsey Road and Hayden Avenue (roundabout, \$3.4M), Hayden Avenue and Atlas Road (temporary intersection control in 2025, permanent roundabout planned), and Government Way and Miles Avenue (new signal and turn lanes, \$1.5M). Cost estimates reflect construction only and do not include design, legal, or administrative expenses.

Ms. Kau explained the right-of-way acquisition process, including design completion, property impact identification, appraisal, and negotiations with landowners. She emphasized that eminent domain filings are used to gain access for construction while negotiations continue, not to forcibly take property, and that all acquisitions to date have resulted in negotiated outcomes. Staff works closely with landowners, keeping them informed through meetings, designs, and appraisal information.

She also discussed public engagement, noting that all projects have involved community input through open houses and planning processes, and the city seeks early input to minimize delays. Funding for these projects comes from a combination of city funds, impact fees, and developer contributions. Challenges in coordinating appraisals and negotiations were highlighted. Legal Counsel Fonda Jovick emphasized the importance of timely filing to protect appraisal values.

The presentation reinforced transparency, communication with property owners, and ongoing efforts to streamline acquisition and construction processes.

G. Review of Zoning Uses and Allowed Uses Table in Hayden City Code Title 11 Regarding Data Centers

Community Development Donna Phillips provided an informational review regarding zoning and allowed uses in Hayden City Code, Title 11, specifically concerning data centers. She explained that data centers are not currently listed in the city’s allowed uses table, meaning they are not permitted in any zone. If someone wanted to establish a data center, they would need to request approval through the “new and unlisted use” process, which requires a council review to determine if the proposed use could be compatible with a specific zone. To date, no such requests have been submitted.

H. Historic Preservation Commission Interpretative Signage at Stoddard Park

Ms. Phillips provided an update on interpretive signage at Stoddard Park. The project, which began many years ago, has progressed with help from Ryan Drappo, whose Eagle Scout project built the structure for the sign. The 3x5-foot sign will illustrate Stoddard Park’s history, including the original

dairy barn, local apple orchards connected to Orchard Avenue, and the Tucker Box Factory near Lacey Avenue. Historical photos, carefully selected for clarity and quality, will feature on the sign, including images of a cow, a grandfather and son with a horse and carriage, and other local landmarks. The project combines community contributions and historical preservation efforts, highlighting local heritage.

6. REPORTS

A. City Administrator Report and Calendar Review

None

B. Law Enforcement

Captain Smart presented the council with three months of law enforcement activity reports. He explained that “suspicious” calls include both proactive police observations, such as unusual behavior or vehicles, and citizen-reported concerns. The recent increase in trespassing calls, particularly in August, largely stems from civil disputes over property lines, easements, or minor disturbances at local facilities, rather than criminal activity. Captain Smart also clarified that the rise in reported assaults is mostly related to domestic or known-person disputes, not random public confrontations. Drug citations, averaging more than one per week, often arise from traffic stops or incidents involving non-residents at locations like Walmart. He highlighted the department’s ongoing efforts in citizen assistance and welfare checks, emphasizing the goal of responding to community concerns and providing peace of mind. Overall, the report underscores the department’s focus on proactive policing, community engagement, and careful distinction between criminal incidents and civil or domestic matters.

C. Mayor/Council

Council Member Shafer provided an update on a recent PEL (Planning and Environmental Linkages) study by Idaho Transportation Department. He noted that the study is moving forward with four to five alternatives for a deeper review in the third phase, including two variations of the Huetter bypass. One notable alternative features interchanges instead of traffic signals, designed as a divided highway with a frontage road.

7. REQUEST FOR FUTURE AGENDA ITEMS

None

Mayor Davis called for a recess at 6:25 p.m.

Mayor Davis called the meeting back to order at 6:30p.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 DePriest motioned for the meeting to enter executive session under Idaho Code 74-206(1)(f). Council President Roetter provided the second.

ROLL CALL VOTE:

Council Member White	Yes
Council Member Shafer	Yes
Council President Roetter	Yes
Council Member DePriest	Yes

The motion was approved by a unanimous vote in favor. The meeting entered executive session at 6:30 p.m.

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

ROLL CALL VOTE:

Council President Roetter	Yes
Council Member White	Yes
Council Member Shafer	Yes
Council Member DePriest	Yes

The motion was approved by a unanimous vote in favor. The meeting returned to regular session at 7:29 p.m.

9. ADJOURNMENT

The meeting was adjourned at 7:29 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

- D. Approval of the Veterans Commission Recommendation for the 2025 Veterans Day Ceremony Guest Speaker



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: October 24, 2025

Agenda Item: Approval of the Veterans Commission Recommendation for the 2025 Veterans Day Ceremony Guest Speaker

Agenda Item Location

Consent Calendar

Recommended Action or Motion

The Veterans Commission requests approval of the 2025 Veterans Day Ceremony Guest Speaker they have recommended for 2025 Veterans Day Ceremony.

Summary

The Veterans Commission received a Speaker Information Request form from Michael Quinn, Vice Commandant Marine Corps League. They are recommending approval of Michael Quinn as the 2025 Veterans Day Ceremony. Attached is the speaker information request form with the speech synopsis for your review. The complete speech will be submitted no later than ten days prior to the ceremony.

Functional Impact of Authorizing

Approval of the guest speaker is critical to complete the Veterans Commission's planning efforts for the 2025 Veterans Day Ceremony being held on November 11 at 11:00 a.m. at McIntire Family Park.

Functional Impact of Not Authorizing

If not approved, the Veterans Commission will need to start the process of attempting to secure a Veterans Day address speaker, which will be very difficult given the very tight timeline.

Fiscal Impact

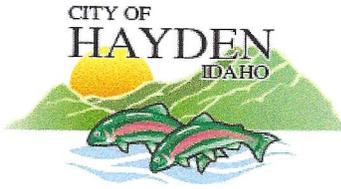
The fiscal impact involves purchasing a thank-you plaque for the guest speaker, which costs approximately \$50.00.

Budget Funding Source / Transfer Request

The cost of this plaque is paid out of the Veterans Commission budget, GL# 110-111-58008 and is a normal expense for the Commission each year.

Attachment

Michael Quinn Speaker Information Request with Speech Synopsis and Biography



SPEAKER INFORMATION REQUEST

GENERAL INFORMATION

NAME (as should appear in all publications and ceremony program):

MICHAEL QUINN

MILITARY BRANCH/RANK/SERVICE YEARS OR TITLE: USMC SGT

1977 - 1983

If not in the military, please explain your relationship to the military?:

MAILING ADDRESS: 174 E. WEIDER AVE #29 COA ID 83815

EMAIL ADDRESS: MICQ99@YAHOO.COM PHONE: 801-808-0343

CEREMONY-RELATED INFORMATION:

TITLE OF THE SPEECH: VETERANS DAY - A LOOK

CONTENT OF SPEECH: (Criteria: Speech needs to relate to the military, be family-friendly, not graphic or explicit, 10-15 minute max, full speech will be submitted at least 10 days before the ceremony)

SEE ATTACHED

LOGISTICS

Besides a microphone, what AV needs do you have? NA

Please let us know if there any ADA special accommodations needed: _____

MICHAEL QUINN
VETERANS DAY ADDRESS SYNOPSIS

TITLE: VETERANS DAY – A LOOK

HIGHLIGHTS:

- Thank You and Honor Veterans
- History of Veterans Day
- Meaning of Veterans Day and Distinction from Memorial Day
- Recognize Our Freedom is a Gift Paid for by the Service of Others
- Support Veterans Year-Round

BIOGRAPHY

Michael J Quinn joined the Marine Corp in his final year of high school, serving as a Field Radio Operator attached to the 1st Recon Battalion, and remains a proud member of Force Recon Association today. He was stationed throughout the Pacific and the United States.

Following his Marine Corp stint, Michael returned to Coeur d'Alene Idaho, and served as a Reserve Police officer before starting his own business as a Jeweler and Coin Dealer.

Michael has been an active member of the Marine Corp League for over 20 years serving as Commandant, among other positions, prior to transferring to the Pappy Boyington Detachment in Coeur d'Alene 9 years ago, where he is currently serving as the Dept of Idaho Commandant, in charge of 7 Detachments.

The Coeur d'Alene Pappy Boyington Detachment is comprised of 170 plus members who provide support for current and former Marines. They provide scholarships for children, help sponsor Young Marines, and every year, have an exceptional focus on Toys for Tots.

Michael was proud to serve his country during his military years and continues to serve his community including as a current member of Masons, Elks Lodge, Eagles, American Legion and the Fraternal Order of Police.

- E. Approval of Change Order No. 09C with MDM Construction Group for the Ramsey Road Gravity Sewer Phase 2 Project



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 10-28-2025

Agenda Item: Change Order No. 09C with MDM Construction Group adjusting contract bid quantities from estimated values to final construction values for Volume 1 of the Ramsey Road Gravity Sewer Project.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommend the approval and authorization of the Mayor to sign Change Order No. 09C with MDM Construction Group, Inc. to adjust contract bid item quantities from estimated values to final construction values.

Functional Impact of Authorizing

Change Order No. 09C reflects the final construction values for all bid items, establishing the final contract costs for Volume 1 of the Ramsey Road Gravity Sewer project, which are lower than the original contract price.

Functional Impact of Not Authorizing

Not accepting this change order will prevent the project from being finalized and the City from realizing the benefit of the reduced cost that results from lower construction values for many contract items.

Fiscal Impact

This final change order results in a cost reduction of \$46,781.91, and results in a final project cost that is \$13,282.39 less than the original contract price.

Budget Funding Source

211-899-59828

Attachments

Change Order No. 09C for MDM Construction Group, Inc final bid item quantity adjustments.

8930 N Government Way · Hayden, ID 83835 · Phone: (208) 772-4411 · Fax: (208) 762-2282

**CHANGE ORDER
No. 09C**

DATE OF ISSUANCE: 10/21/2025

EFFECTIVE DATE: 10/21/2025

Project: Ramsey Road Gravity Sewer and Water Main Extension	Owner: City of Hayden	Owner's Contract No.:
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This change order will alter bid item quantities from the anticipated values during bidding to the final constructed values. The revisions are as follows:

- Soft spot repair quantity was reduced from 400 CY to 222 CY*
- Drainage curb cut quantity was increased from 31 EA to 33 EA*
- Concrete driveway approach, Type 2 quantity was reduced from 155 SY to 133 SY*
- Crushed aggregate for base, Type 1 quantity was reduced from 14,000 SY to 12,997 SY*
- Crushed aggregate for base, Type 2 quantity was reduced from 14,000 SY to 12,997 SY*
- Plant mix pavement, SP-3 PG 64-28 quantity was reduced from 14,000 to 12,997 SY*
- Thermoplastic pavement markings quantity was reduced from 750 LF to 722 LF*
- Pavement line paint was quantity reduced from 10,800 LF to 10,633 LF*
- Subgrade separation geotextile quantity was reduced from 17,500 SY to 17,011 SY*

Attached Documents:
CO-9 SUMMARY

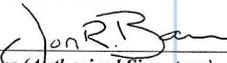
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price	Original Contract Times	<input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
\$2,733,350.83	Substantial Completion (days or date):	February 23, 2025
	Ready for final payment (days or date):	March 25, 2025

[Increase] [Decrease] from previously approved Change Order No. 8	[Increase] [Decrease] from previously approved Change Order No. 8	
\$33,499.52	Substantial Completion (days or date):	5
	Ready for final payment (days or date):	5
	Calendar Days of Contract Time Suspension:	116

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:	
\$2,766,850.35	Substantial Completion (days or date):	June 24, 2025
	Ready for final payment (days or date):	July 24, 2025

[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order	
(\$46,781.91)	Substantial Completion (days or date):	61
	Ready for final payment (days or date):	61

Contract Price incorporating this Change	Contract Times with all approved Change Orders:	
\$2,720,068.44	Substantial Completion (days or date):	24-Aug-25
	Ready for final payment (days or date):	23-Sep-25

RECOMMENDED: BY: <u></u> <i>Engineer (Authorized Signature)</i> DATE: 10/21/2025	ACCEPTED: BY: _____ <i>Owner (Authorized Signature)</i> DATE: _____	ACCEPTED: BY: <u></u> <i>Contractor (Authorized Signature)</i> DATE: <u>10/21/2025</u>
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Approved by Funding Agency (if applicable): N/A

Date: _____

CHANGE ORDER 09C
Summary of Change Order

ITEM NO.	DESCRIPTION	Est. Qty.	Unit	CHANGE ORDER DIFFERENCE	
				UNIT PRICE	TOTAL
CO 9					
9-1	Soft Spot Repair	-178	CY	\$ 20.00	\$ (3,560.00)
9-2	Drainage Curb Cut	2	LS	\$ 312.17	\$ 624.34
9-3	Concrete Driveway Approach, Type 2	-22	SY	\$ 123.08	\$ (2,707.76)
9-4	Crushed Aggregate for Base, Type 1	-1003	SY	\$ 5.89	\$ (5,907.67)
9-5	Crushed Aggregate for Base Type 2	-1003	SY	\$ 11.98	\$ (12,015.94)
9-6	Plant Mix Pavement, SP-3 PG 64-28	-1003	LS	\$ 21.77	\$ (21,835.31)
9-7	Thermoplastic Pavement Markings	-28	LF	\$ 13.86	\$ (388.08)
9-8	Pavement Line Paint	-167	LF	\$ 0.52	\$ (86.84)
9-9	Subgrade Separation Geotextile	-489	SY	\$ 1.85	\$ (904.65)
	TOTAL - CHANGE ORDER NO. 9C				-\$46,781.91
Previous Contract Price				\$2,766,850.35	
Total Contract Price				\$2,720,068.44	

F. Approval of J2025-0330 Woodman Subdivision Master Development Agreement



Memo

To: Mayor Davis and Members of the City Council

From: Donna Phillips, Community Development Director

Date: October 22, 2025

Agenda Item: PZE-J2025-0330 Woodman Subdivision Master Development Agreement (MDA)

Agenda Item Location

Consent

Recommended Action or Motion

The City Council should approve the MDA in accordance with the Hayden City Code 12-1-8: "It shall be a requirement of compliance with this title that a development agreement and a construction improvement agreement be entered into and approved by the City prior to initiating physical construction of subdivision improvements or recordation of a subdivision plat and that a warranty agreement be entered into prior to acceptance of the improvements by the City." for the above-mentioned project. The Written Decision was approved by City Council on September 9, 2025.

Functional Impact of Authorizing

Should the City Council approve the MDA, then the applicant may submit construction plans in accordance with the decision to move the project toward construction and final plat.

Functional Impact of Not Authorizing

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

Fiscal Impact

Not Applicable

Budget Funding Source / Transfer Request

Not Applicable

Attachment

Woodman Subdivision Master Development Agreement

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

MASTER DEVELOPMENT AGREEMENT

FOR WOODMAN SUBDIVISION

THE CITY OF HAYDEN, hereinafter the "City", a municipal corporation of the state of Idaho, 8930 N. Government Way, Hayden, Idaho 83835-9214, and The Ian M and Rebekah L Woodman Revocable Trust, 12398 N Mimosa Lane, Hayden, Idaho 83835, hereinafter "Developer", enter into this Master Development Agreement, hereinafter the "Agreement."

WHEREAS, Developer owns approximately 9.89 acres of real property in fee simple title located within the City of Hayden which Developer has entered into a binding purchase and sale contract to sell to Aspen Homes and Development, LLC ("Aspen") and, upon transfer of title to Aspen, Aspen plans to develop. Said acreage is planned for a major subdivision of 23 lots, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as the Woodman Subdivision (hereinafter the "Project"). The Project is more specifically identified and described in Exhibit "A" and the General Site Plan, Exhibit "B", which are attached hereto and incorporated, as if fully set forth herein.

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

WHEREAS, the City has complied with the notice and public hearing requirements for the subdivision approval, and approved the Woodman Subdivision with the conditions which are attached hereto and incorporated herein as Exhibit "C", on the 9th

day of September 2025; and

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

NOW THEREFORE,

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

1. Property and Term.

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

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

2. Project Regulations and Policies.

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

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

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

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

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

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

Developer will make application to City for approval of final plat maps for the Project in accordance with Hayden Municipal Code Title 12, Chapter 4. During the City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by the City for the Project and future final plat maps. Application for final plat shall be made within two years of preliminary approval by the City Council, September 9th, 2027, unless an extension has been requested and granted by the City Council. All public and private infrastructures must be completed prior to final plat approval, except as otherwise provided herein. If approved by the City, the Developer may provide surety in accordance with Hayden City Code and section 2.02 of Exhibit "D" Construction Improvement Agreement for the completion of landscaping of non-stormwater treatment areas due to inclement winter weather conditions in lieu of completion of those improvements prior to the final plat approval.

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

3. City's Good Faith In Processing.

- 3.1 Processing. City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.
- 3.2 Permits. City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such

permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to demonstrated compliance with all provisions of applicable law and this Agreement.

4. Construction of Improvements.

- 4.1 Improvements to be Constructed. Developer shall construct the on-site and off-site improvements specified in Exhibit “C”, and any other improvements required by the Hayden City Code.
- 4.2 Construction Improvement Agreement. Developer shall, at an appropriate time prior to commencement of construction of improvements on the Property, enter into a Construction Improvement Agreement in the form substantially similar to that attached hereto and incorporated as Exhibit “D” and shall comply with the terms of that Agreement once executed.
- 4.3 Public Street Closures When working within the public right-of-way the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City, which shall be strictly adhered to by the Developer.
- 4.4 Prior to performing any work in the public right of way the Developer will obtain the required encroachment permit(s) and comply with the insurance and surety requirements associated with the permit. Permits shall be required from the City of Hayden.
- 4.5 Developer shall not proceed with construction of the subdivision until construction plans have been approved, Construction Improvement Agreement has been executed, and a pre-construction conference has been completed between the Developer, Engineer of Record, General Contractor, and the City. No burning shall be allowed on the site. All trees and/or shrubbery shall be chipped or removed from the site.

- 4.6 Prior to the City accepting the public improvements, Developer or Developer's construction contractor shall warrant the improvements for a period of 18 months and provide to the City surety in the amount of the warranty.
 - 4.8 All construction improvements, including those for which surety has been provided, must be completed and accepted by the City prior to the issuance of any certificate of occupancy for building(s) constructed within the subdivision.
 - 4.9 Landscaping of swales adjacent to (front, side, rear) individual building lots shall be a condition of any building permits issued for lots within the subdivision. Prior to the issuance of a certificate of occupancy the landscaping must be completed and constructed consistent with the landscaping plan and swale design approved by the City Engineer and the swale must have passed a perk test. This condition shall survive the term of the agreement contained in Section 1.2 and shall be in effect until such time as a certificate of occupancy has been issued for each of the building lots within the subdivision
 - 4.10 Work within the right of way that is part of the road infrastructure but is deferred until individual lot construction, in this case, final swale landscaping and drainage infrastructure, approaches, street trees, and irrigation systems; shall be guaranteed in accordance with Hayden City Code 7-2-19 and shall be the responsibility of the right-of-way encroachment permittee as delineated therein.
5. Consistency with Comprehensive Plan. The parties agree that the terms of this Agreement are consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents.
 6. Notices. Formal written notices or demands by the parties pursuant to this Agreement shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and Developer indicated below. Such written notices, demands, correspondence and communications may

be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Community Development Director of the City.

DEVELOPER

The Ian M and Rebekah L Woodman Revocable Trust
12398 N Mimosa Lane
Hayden, Idaho 83835

CITY

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

ASPEN

Aspen Homes and Development, LLC
1831 N. Lakewood Dr
Coeur d'Alene, ID

With a copy to:

Ramsden, Marfice, Ealy & De Smet, LLP
Attn: Marcus E. Johnson
mjohnson@rmedlaw.com

7. Default, Remedies, Termination, and Review.

7.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than 30 days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such 30-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said 30 day cure period without cure, or if such cure cannot be accomplished within such 30 day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute

legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.

- 7.2 Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Kootenai County, Idaho and the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.
- 7.3 Termination for Unforeseen Circumstances. If the City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement as a result of facts either unknown or unforeseeable at the time this Agreement was executed, the City may modify, suspend or terminate this Agreement following compliance with the following procedures.
- 7.3.1 City shall notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based.
- 7.3.2 City shall hold a hearing on the City's determination that this Agreement should be modified, suspended or terminated and provide notice of the time and place of the hearing to the Developer

and copies of all documents relating to such determination no less than 14 days prior to such hearing.

7.3.3 City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. Developer shall have the right to offer evidence to the contrary.

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

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

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

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

8. Subsequent Laws as Superseding Terms.

8.1 Supersedure by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this

Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

9. Mortgagee Protection; Certain Rights of Cure.

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

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

improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

9.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. If City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the rights during the same period available to Developer to cure or remedy the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

10. Transfers and Assignments.

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

10.2 Release Upon Transfer. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 10.1 above, Developer shall be released from its obligations under this Agreement with respect to their interest in the Property, or portion thereof,

so transferred arising subsequent to the effective date of such transfer if (1) that party is not then in default under this Agreement; (2) that party has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the transferor under this Agreement with respect to the Property, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Notwithstanding, the City hereby approves Developer's assignment of its rights and interest in this Agreement, and the release of Developer from further obligations under this Agreement, upon Developer's conveyance of the Property to Aspen Homes and Development, LLC. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section II below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

II. Covenants Run with the Land.

II.1 All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of

this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

12. General Provisions.

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

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

12.3. Entire Agreement. This Agreement consists of 46 pages, including the Recitals and four Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement is as follows:

- Exhibit A: Legal Description of property affected
- Exhibit B: General Site Plan
- Exhibit C: Approved Conditions of Approval
- Exhibit D: Sample Construction Improvement Agreement

12.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by

mutual agreement of the Developer and the City's administrative staff.

- 12.5 Completion of Performance. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.
- 12.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three years.
- 12.7 Estoppel Certificate. The Developer may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such a certificate or give a written detailed response explaining why

it will not do so within 30 days following the receipt thereof. The City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

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

Executed this ____ day of October 2025.

CITY OF HAYDEN

DEVELOPER

The Ian M and Rebekah L Woodman Revocable Trust

Alan Davis, Mayor

By: _____
It's: _____

ATTEST:

Aspen Homes and Development, LLC

Abbi Sanchez, City Clerk

Tony Stam

By: *Tony Stam*
Its: *Owner*

STATE OF IDAHO)
 :SS
County of Kootenai)

On this __ day of October 2025, before me, a Notary for the state of Idaho personally appeared Alan Davis and Abbi Sanchez, known , or identified to me to be the Mayor and City Clerk, of the city of Hayden, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Hayden executed the same.

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

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

it will not do so within 30 days following the receipt thereof. The City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

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

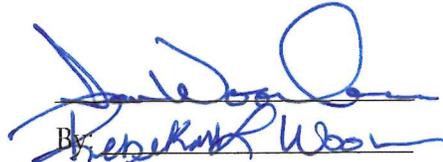
Executed this ____ day of October 2025.

CITY OF HAYDEN

DEVELOPER

The Ian M and Rebekah L Woodman Revocable Trust

Alan Davis, Mayor


By: _____
It's: _____

ATTEST:

Aspen Homes and Development, LLC

Abbi Sanchez, City Clerk

By: _____
Its: _____

STATE OF IDAHO)
):ss
County of Kootenai)

On this __ day of October 2025, before me, a Notary for the state of Idaho personally appeared Alan Davis and Abbi Sanchez, known , or identified to me to be the Mayor and City Clerk, of the city of Hayden, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Hayden executed the same.

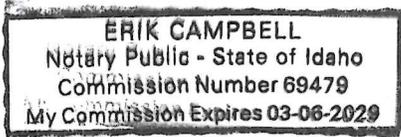
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 22 day of October, 2025, before me, a Notary Public in and for said State, personally appeared Ian + Rebekah Woodman, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of The Ian M and Rebekah L Woodman Revocable Trust, and acknowledged to me that _____ executed the same as such Trustee.

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



[Signature]
Notary Public for Idaho
Residing at KOOTENAI County
My commission expires MARCH 16, 2029

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of October, 2025, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the manager or a member of Aspen Homes and Development, LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A

Legal Description

A portion of the Northeast Quarter of the Northwest Quarter of Section 12, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho as follows:

Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter, said point also being the Northeast corner of First Addition to Pineview Estates, Kootenai County, State of Idaho, according to the plat recorded in Book D of Plats at Page 188; thence along West line of said Northeast Quarter of the Northwest Quarter, North $0^{\circ}37'$ West, 879.41 feet to a point; thence North $89^{\circ}57'30''$ East, 490 feet; thence parallel to the West line of the Northeast Quarter of the Northwest Quarter South $0^{\circ}37'$ East, 879.41 feet to the South line of the Northeast Quarter of the Northwest Quarter; thence along said South line South $89^{\circ}57'30''$ West, 490 feet to the True Point of Beginning.

EXHIBIT C
APPROVED CONDITIONS OF APPROVAL
WOODMAN SUBDIVISION

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, NLFDP, 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 Mimososa Lane or Lancaster Road. 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-111 and ST-111A. 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 identified.
 - 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.

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.
12. The Developer shall provide a plan to preserve the tree wildlife habitat per the response from Idaho Fish and Game as a part of the construction plan submittal.

EXHIBIT D

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

<u>DEVELOPER</u>	<u>CITY</u>
{Name of Developer/Owner}	Alan Davis
{Name of Project}	City of Hayden
{Street Address}	8930 N. Government Way
{City, State Zip}	Hayden, Idaho 83835

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

1.14 NON-WAIVER

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

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

1.15 INTERPRETATION

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Hayden, or its chief executive or his/her administrative designee.
- E. "Substantially Complete" shall be defined herein as the time at which the infrastructure has been completed to the point where in the opinion of the City, the infrastructure is sufficiently complete in accordance with this Agreement, as depicted in the construction drawings submitted by the Developer for the purposes for which it is intended. The improvements constructed meet City Standards, and the Engineer's Certification packet and record drawings have been received and approved by the City. The terms "substantially complete" and "substantially completed" as applied to all or part of the infrastructure refer to Substantial Completion thereof.

- F. “Acceptance”, by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- G. “Final Acceptance” by the City means that the City is satisfied that ALL improvements required by this Agreement and Titles 12 of the Hayden Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

- A. If allowed by the City, the Developer shall guarantee, for the sole benefit of the City that the Developer shall perform all of its obligations not yet completed under this Agreement. The guaranty shall be in a form approved in Sections 2.03, 2.04, and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.
- B. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City

Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.

- C. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:
 - 1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
 - 2. The expiration of the warranty period as provided in Section 3.08.

2.03 PERFORMANCE BOND

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

2.04 ESCROW

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

2.05 LETTER OF CREDIT

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

2.06 PREREQUISITES TO CONSTRUCTION

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

2.07 ENGINEER

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing

plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.08 PLANS AND SPECIFICATIONS

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

2.09 QUALITY CONTROL PROGRAM

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

2.10 MATERIALS

- A. Upon the City's Request, the Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the standards adopted by the City of Hayden.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

- C. The City may approve the materials and equipment or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.11 GENERAL STANDARDS OF WORKMANSHIP

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

2.12 PLACEMENT OF UTILITIES

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

2.13 WORK IN RIGHTS-OF-WAY

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

2.14 SURVEYOR

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

2.15 REQUIRED REPORTING

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

certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

2.16 PROGRESS PAYMENTS

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

2.17 SURVEILLANCE

- A. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.09.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.09, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.18 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety, the City may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer and its engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformities will not occur.

- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

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

2.19 ACCESS

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

2.20 MAINTENANCE

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

2.22 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.23 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.09. The Developer shall also certify that all private utility installation has been completed according to plan.

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

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

3.05 INSPECTION

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

3.06 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.07 DEVELOPER'S WARRANTY

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

3.08 WARRANTY GUARANTY

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

3.09 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.

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

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

CITY OF HAYDEN

DEVELOPER

Alan Davis, Mayor

{Name}

ATTEST:

Abbi Sanchez, City Clerk

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR
{NAME OF PROJECT} SUBDIVISION

{Insert Legal Description Here}

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY
{NAME OF DEVELOPER/OWNER}
FOR
{NAME OF PROJECT} SUBDIVISION

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

ATTACHMENT "C"
COST ESTIMATES
FOR
{NAME OF PROJECT} SUBDIVISION

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

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

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR
{NAME OF PROJECT} SUBDIVISION

Developer to submit detailed cost estimates.

ATTACHMENT "D"
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF HAYDEN AND
{NAME OF DEVELOPER/OWNER}
FOR
{NAME OF PROJECT} SUBDIVISION

CONSTRUCTION DRAWINGS

Plans Titled:

Dated:

By:

Sheets 1 through ____

ATTACHMENT "E"
EVIDENCE OF INSURANCE

- G. Approval of J-U-B's Contract Amendment for Final Design of the Government Way and Miles Avenue Intersection



Memo

To: Mayor and Hayden City Council

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

Date: 10/23/2025

Agenda Item: Approval of J-U-B's Contract Amendment for Final Design of the Government Way and Miles Avenue Intersection

Agenda Item Location

New Business

Background and Recommended Action or Motion

The contract amendment with J-U-B Engineers, Inc. (J-U-B) will authorize the remaining contract amount to be allocated to finalizing the design of the signal at Government Way and Miles Avenue so the City has a bid ready package when funding and right-of-way are secured.

Staff recommends approving J-U-B's Contract Amendment for Final Design of the Government Way and Miles Avenue Intersection and authorizing the Mayor to sign the agreement on behalf of the City.

Functional Impact of Authorizing

Approval will allow the City to have a bid-ready construction package in place as funding opportunities arise. This aligns with the infrastructure priorities outlined in the Transportation Plan and TIAs.

Functional Impact of Not Authorizing

Failure to approve the agreement would delay necessary upgrades to the intersection, reducing the project's competitiveness for future funding opportunities.

Fiscal Impact

The total contract amount is not being increased, this is a reallocation to a new task to finish design.

Budget Funding Source / Transfer Request

120-112-59242 - GOVT WAY/ MILES INTERSECTION

Attachment

Contract Amendment



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Hayden
Project Name: Government Way & Miles Avenue Signal
J-U-B Project Number: 20-20-059

1. Amendments. The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 07/16/2020. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

J-U-B will transfer the remaining 900 Management Reserve balance into a new task to allow CLIENT to authorize additional task to be performed by J-U-B upon mutual agreement.

- Transfer \$23,472.80 to new Task 004 PS&E.
Task 004 – PS&E: Prepare final bid-ready plans, specifications, and an estimate for the Government Way and Miles Avenue signal. J-U-B will review and revise 90% plans to conform with current ITD standards, perform utility coordination, revise sewer extension to align with current master plan, draft technical and supplemental specifications, update the cost estimate, attend one meeting with CLIENT to review final plans, and address one round of minor comments.

2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name Date

3. Payment for Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Transfer \$23,472.80 from 900 Management Reserve to create Task 004 for preparing bid-ready plans, specifications, and estimate.

4. Schedule of Services. Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

As mutually agreed.

Dated this ___ day of ___, ___.

CLIENT

J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for CLIENT

By: [Signature] Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Riannon Zender, TSG Regional Lead
Print or Type Name and Title

H. Approval of Tumbleweed Tracts Final Plat and Acceptance of Infrastructure



Memo

To: Mayor and Hayden City Council

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

Date: 10/24/2025

Agenda Item: Approval of Tumbleweed Tracts Final Plat and Acceptance of Infrastructure

Agenda Item Location

New Business

Background and Recommended Action or Motion

Staff recommends City Council approve the Final Plat, accept the public infrastructure, and permit the Mayor to sign the Final Plat prior to recordation with the Kootenai County Recorder's Office contingent upon the corrections identified in the final plat to be addressed.

Functional Impact of Authorizing

Tumbleweed Tracts is a Minor Subdivision creating two lots one lot is along Tumbleweed Circle and the other is on Honeysuckle Avenue, identified in the Vicinity Map provided below. The infrastructure pending the City's acceptance includes 106' of frontage improvements on Honeysuckle Avenue and Tumbleweed Circle. The frontage improvements include minor road widening, curb, gutter, swale and sidewalk. All dedications of right-of-way and grants of easements have been identified on the final plat.

Functional Impact of Not Authorizing

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

Fiscal Impact

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

Budget Funding Source / Transfer Request

N/A

Attachment

Vicinity Map

Final Plat

Figure 1 - Vicinity Map



SECTION INDEX



BASIS OF BEARINGS

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 22,
BEARS SOUTH 88°26'12" EAST, BETWEEN FOUND MONUMENTS,
SEE NOTE #2.

TUMBLEWEED TRACTS

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO

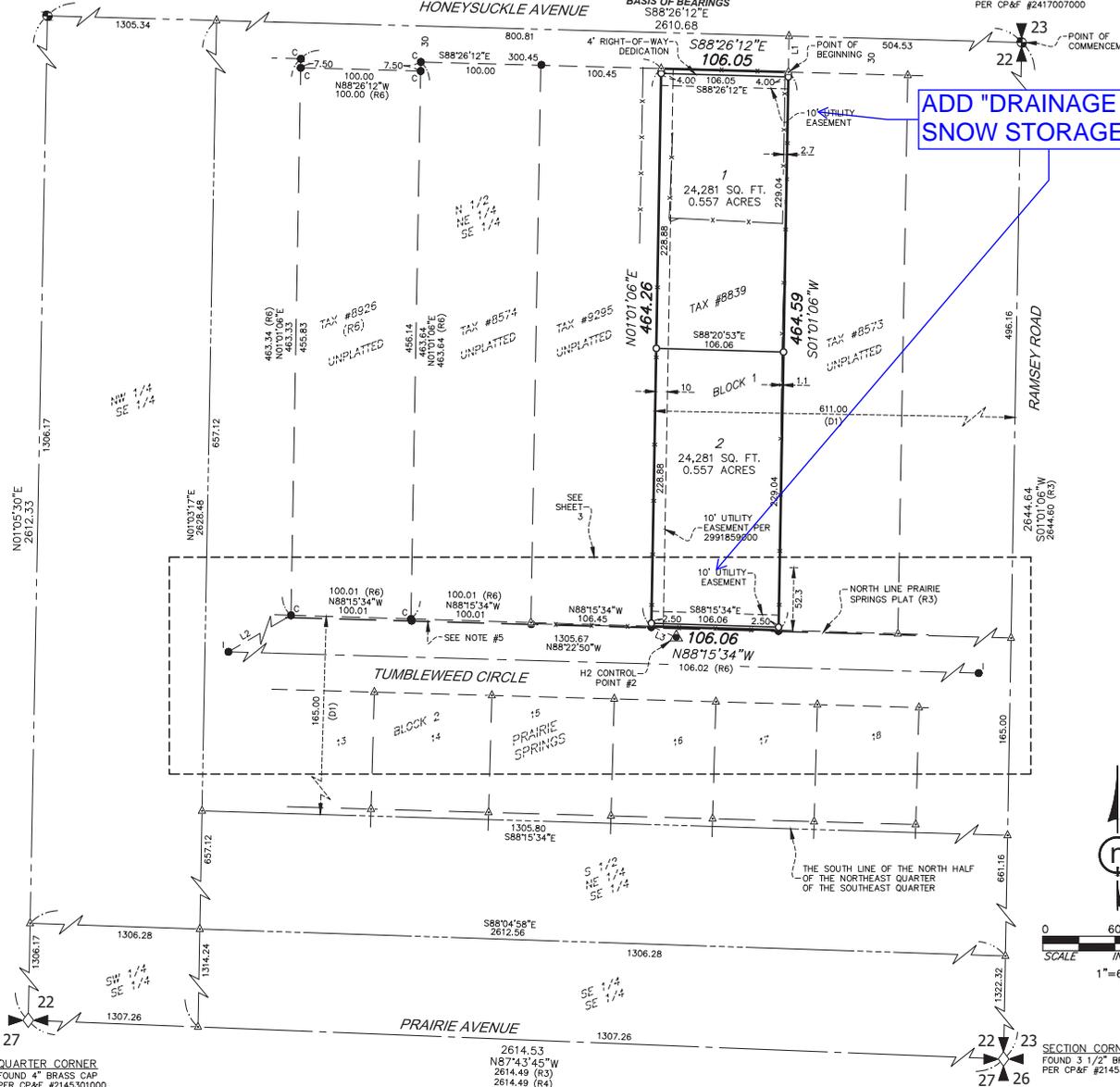
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°01'06" W	30.00
L2	S 79°50'11" W	156.39
L3	N 65°58'39" W	22.74

BOOK _____, PAGE _____
INSTRUMENT # _____

CENTER QUARTER
FOUND 2" ALUMINUM CAP
PER CP&F #2414817000

QUARTER CORNER
FOUND 2" ALUMINUM CAP
PER CP&F #2417007000



LEGEND

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- ◇ = FOUND BRASS CAP (AS NOTED)
- = FOUND 2" ALUMINUM CAP
- = FOUND 1/2" REBAR WITHOUT IDENTIFICATION (UNLESS OTHERWISE NOTED)
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "ACE PLS 20903"
- = FOUND 5/8" REBAR WITH ILLEGIBLE CAP
- = SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110"
- ▲ = SET 60D NAIL
- = BOUNDARY LINE
- = LOT LINE
- = ADJACENT PROPERTY LINE
- = EASEMENT LINE
- = RIGHT-OF-WAY LINE
- x x x x x = FENCE LINE
- = CENTER LINE
- = SECTION LINE
- = QUARTER SECTION LINE
- = SIXTEENTH SECTION LINE

SURVEYOR'S NARRATIVE

- THE PURPOSE OF THIS PROJECT WAS TO SUBDIVIDE THE SUBJECT PROPERTY INTO TWO (2) LOTS, AS SHOWN HEREON.
- THE COORDINATES FOR THIS PROJECT WERE TRANSLATED TO THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103 ID W), NAD 83(2011) (EPOCH: 2010.0000) AND THE VERTICAL DATUM USED ON THIS PROJECT IS NAVD88 (COMPUTED USING GEOID18). THE STATIC GNSS OBSERVATIONS WERE COLLECTED ON H2 SURVEYING CONTROL POINT 2 (N 2219682.64, E 2363748.97, Z: 2289.41 US SURVEY FEET, SET 60D NAIL). THESE OBSERVATIONS WERE PROCESSED THROUGH THE IN3 OPUS SOFTWARE.
- ALL BEARINGS SHOWN HEREON ARE STATE PLANE BEARINGS AND ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES (US SURVEY FEET), WITH A GROUND TO GRID COMBINED SCALE FACTOR OF .999990442, AND THE CONVERGENCE ANGLE USED WAS -0.78161844 PER THE OPUS SOLUTION. ALL INFORMATION WAS APPLIED AT SAID CONTROL POINT 2.
- THE FIELD WORK WAS STARTED ON AUGUST 8, 2024.
- SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION.
- A GAP EXISTS BETWEEN THE NORTH LINE OF PRAIRIE SPRINGS, AND THE NORTH LINE OF THE SOUTH 165' OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, CONSISTENT WITH R6, AND AS SHOWN HEREON.

RECORD INFORMATION

- R1 - C.L.O. PLAT OF TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, DATED JULY 23, 1881.
- R2 - CARVELLE ADDITION, BOOK "E", PAGE 171, INSTRUMENT #650850, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 - PRAIRIE SPRINGS, BOOK "T", PAGE 166, INSTRUMENT #1602594, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R4 - RECORD OF SURVEY, BOOK 8, PAGE 13, INSTRUMENT #1156608, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R5 - RECORD OF SURVEY, BOOK 21, PAGE 241, INSTRUMENT #1723626, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R6 - RECORD OF SURVEY, BOOK 32, PAGE 769, INSTRUMENT #2961928000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D1 - WARRANTY DEED, INSTRUMENT #2942707000, RECORDS OF KOOTENAI COUNTY, IDAHO.



Digitally signed by
Joshua A. Bagley
Date: 2025.09.12
12:06:07-0700'



7800 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6800 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

DATE: SEPTEMBER, 2025
PROJECT NUMBER: 2024-232

SHEET 2 OF 3

- I. Approval of Bills for Payment
- 3. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
- 4. **COMMISSION REPORT**
 - A. Parks, Recreation and Community Forestry Commission

Parks, Recreation, and Community Forestry Commission

Quarter 3, 2025 Update

Commissioners

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

Current Focus

The Commission has been actively collaborating with staff to better understand the parameters of our charter. We have discussed holding a workshop with all Chairs and Vice Chairs to help align the charters and goals of all City commissions.

We recognize that both municipal and state laws guide our work and are committed to finding clear direction within those parameters.

Subcommittee Updates

1. Ordinance Clarification and Modifications

This subcommittee will become more active following the upcoming workshop of all commissions.

2. Pickleball

Two parks have been identified for potential pickleball court development: Stoddard Park and Hayden Canyon Park. Stoddard development of courts remains a major concern, as no dedicated funds have been allocated for this projects.

The Commission believes ongoing reliance on donations is not a sustainable model for expanding City park amenities. We have had an initial conversation with Selkirk with the willing to give us price breaks on equipment and nets. This is a beginning discussion.

3. Signage

The subcommittee has completed visits to all parks and noted a variety of signage types and locations. The goal is to establish standardized signage guidelines and regulations for all City parks. Ideally, new signs will include a scannable QR code linking visitors to park maps, hours, permitted uses, and reservation options via the City website. As parks are updated, these new signage standards will be implemented.

The historical commission is interested in working with our commission to incorporate similar goals. A joint meeting with happen in the new year.

4. Trails

The goal is to create simple trail maps for all existing trails. It is recognized that the City's trail network is fragmented and does not yet provide continuous connectivity. Signage is needed for residents to be able to use these trail.

Recent City Events Supported

- Trunk or Treat: The Commission will host a trunk at this community outreach event Friday October 24th at Hayden Meadows.
- Hayden Days: Four Recreation Commissioners participated as parade judges and parade route and traffic control.

Upcoming City Events

Hayden Lights Parade December 6: commission helps with administration of the parade.

B. Quarterly Written Commission Reports

Mayor and City Council Report

October 23, 2025

Submitted by: Stephanie Saterfiel Chair

Commission: Arts

Relevance: Quarterly Report

The 2025 Arts Commission comprises three commissioners: Terry Lee, Nancy Jones, and Stephanie Saterfiel. Two commission positions are currently vacant.

Arts Commission 2025 Events:

- A commissioner intends to volunteer during Arbor Day.
- Hayden Days Parade
- Arts Commission Fall Festival/Youth Program
- Friday Night Frights
- Hayden Lights Parade

Arts Commission Policy

The Arts Commission Policy has been finalized and will be presented for a vote at the November meeting prior to submission to the City Council for approval.

Family Fall Festival "Polka in the Park"

The commission continually seeks innovative strategies to fund art initiatives and is planning the 2026 Fall Festival with the theme *Polka in the Park*. Due to involvement with other projects, the festival has been rescheduled for September 2026 to ensure thorough preparation and success.

Public Art Survey

A public art survey has been developed for Hayden residents and will be reviewed and potentially approved at the November meeting before being submitted to the council.

Call to Artists

A call for artists has been distributed throughout the school districts, inviting students from kindergarten through twelfth grade to design a new logo for the Arts Commission, which will become city property. Additionally, artists are being sought for the "Come Together Bench" project, with completion anticipated by early summer.

T-Mobile Grant

Efforts continue on the T-Mobile grant application, which requires a "shovel ready" project. The Arts Commission has selected the 4th Street retaining wall as the site for a mural.

Regular meetings of the Arts Commission are held on the first Wednesday of each month at 3:00 PM in the Council chambers.

The commission sincerely values the opportunity to enhance the City of Hayden through art and remains committed to fostering community through creative initiatives.

Community members are encouraged to attend these meetings to stay informed about ongoing projects and to share their ideas for future art initiatives. Participation from local residents is vital to the success of the commission's objectives, fostering a vibrant and inclusive arts culture in the city.

5. **PUBLIC HEARING (Public Testimony will be received for these items)**
 - A. **ACTION ITEM** PZE-25-0090 Vacation of Right-of-Way Request



Memo

To: Mayor Davis and Members of the City Council

From: Donna Phillips, Community Development Director

Date: October 22, 2025

Agenda Item: PZE-25-0090 Vacation of Right-of-Way Request

Agenda Item Location

Public Hearing

Recommended Action or Motion

The City Council should review the Idaho State Statute within the Staff Analysis and determine at the conclusion of the public hearing and upon review of the application and the record if the applicant has met the requirements for a portion of public right-of-way to be vacated. The City of Hayden does not have any additional requirements or standards for this request but relies entirely on Idaho State Statute for the process and the direction.

Summary

Staff Analysis summarized:

Pages 1-7: During your review of the staff analysis, the background, the location of the request, and the statute language with staff analysis provided in “blue” may be found.

Page 7: Provides a summary of agency comments received from the agency notice both e-mailed and mailed to various agencies who may have underground utility infrastructure in this location as identified on page 4 in more detail.

Page 8: Staff recommended conditions should the City Council approve the request are provided because of the agency’s comments.

Pages 9-14: The Appendix provides the legal statute references identified in the Staff Analysis.

Pages 15-19: The Applicant’s narrative of the reasons for the request.

Pages 20-26: The public agency comments in detail as identified on page 7 above.

Fiscal Impact

Not Applicable

Budget Funding Source / Transfer Request

Not Applicable

Attachment

Staff Analysis



Memo

To: Mayor Davis and Members of the City Council

From: Donna Phillips, Community Development Director

Date: October 22, 2025

Agenda Item: PZE-25-0090 Vacation of Right-of-Way Request – 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 concurrent with the staff review analysis. If received in a timely manner, they are included in the staff review. If, however, they are received after the staff review is posted and prior to the public hearing, those comments are included within this memo to the City 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.

Agency notice to those agencies who may have underground facilities as defined in section 55-2202, Idaho Code, that lies within the public right-of-way were provided notices on September 18, 2025 by e-mail and by US postal service on September 23, 2025. Beginning on September 26, 2025, notices were provided in accordance with state statutes to the adjacent property owners, the notice was posted on the City's website and posted on the site. The legal notice was published in the Coeur d'Alene Press on September 26th, October 10th, and October 22nd, 2025. As of the date of this memo the City has received no additional comments with respect to this request.

Fiscal Impact

Not Applicable

Budget Funding Source / Transfer Request

Not Applicable

Attachment

PUBLIC SERVICE ANNOUNCEMENT
NOTICE OF PUBLIC HEARING
VACATION OF RIGHT-OF-WAY REQUEST

NOTICE IS HEREBY GIVEN that the City of Hayden City Council will conduct a public hearing on **Tuesday, October 28, 2025 at 5:00 p.m.** at Hayden City Hall Council Chambers, 8930 N. Government Way, Idaho, to consider Case No. **PZE-25-0090 Mark's Ranch Vacation of Right-of-Way, Eric Olson, Olson Engineering, on behalf of the owner Mark's Ranch, Inc., is requesting** approval of Vacation of Right-of-Way of approximately 0.10 acres on the southern side of East Lancaster Road, and north of the northwest corner of Parcel #H-0000-012-07-00, which is zoned Single-Family Residential (R1). Adequate Right-of-Way width is proposed to remain to match the surrounding area.

Pursuant to Idaho State Legislature Section 40-203(f): "At least thirty (30) days prior to any hearing scheduled by the commissioners to consider abandonment and vacation of any highway or public right-of-way,... shall publish notice of the hearing... three (3) times if in a daily newspaper, the last notice to be published at least five (5) days and not more than twenty-one (21) days before the hearing."

The vacation of right-of-way request was submitted due in part to road alignment(s) and development of the Mark's Ranch Subdivision located south of East Lancaster Road.

The Staff Analysis is available on the City's website at www.haydenid.gov under "Upcoming Public Hearings".

Written testimony may be sent to the City of Hayden, Community Development Department, 8930 N Government Way, Hayden, Idaho, 83835; or emailed to planning@haydenid.gov. Written testimony must be submitted no later than **5:00 p.m. on Tuesday, October 21, 2025**. Written testimony should include the signature, email address and mailing address of the submitter; should address the issue at hand; and should not be personally derogatory. If the written testimony and exhibits are part of a group presentation, the group representative should provide copies for distribution to the applicant, Planning Staff and members of the City Council. If written testimony or an exhibit fails to meet these requirements, the Mayor may declare such testimony inadmissible.

All persons desiring to provide oral testimony should appear at the hearing. Individual testimony is limited to 5 minutes per person. Anyone who intends to appear as a representative of a group (spokesperson) should contact the Planning Department at 208-209-2021 a minimum of 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.

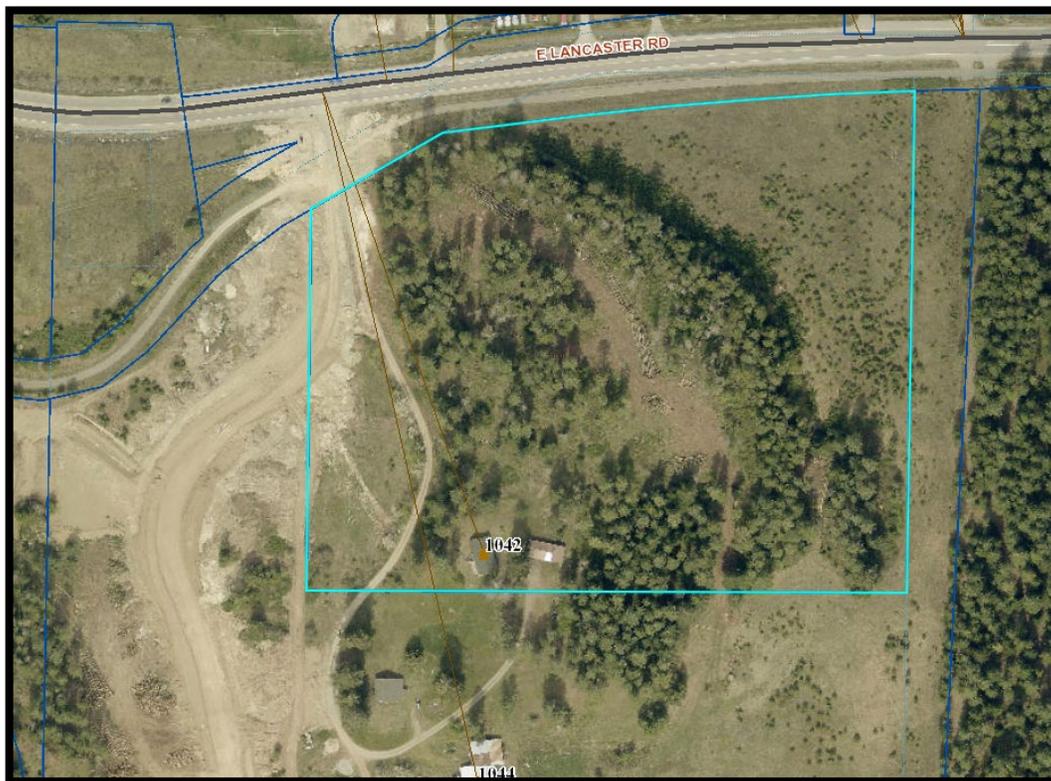
If you require special accommodation, please contact the Community Development Department at 208-209-2022 at least 24 hours prior to the date of the hearing.

**Marks Ranch Vacation of Right-of-Way Request
Adjacent to Tax Parcel No. H-0000-012-0700
Owner: City of Hayden
PZE-25-0090**

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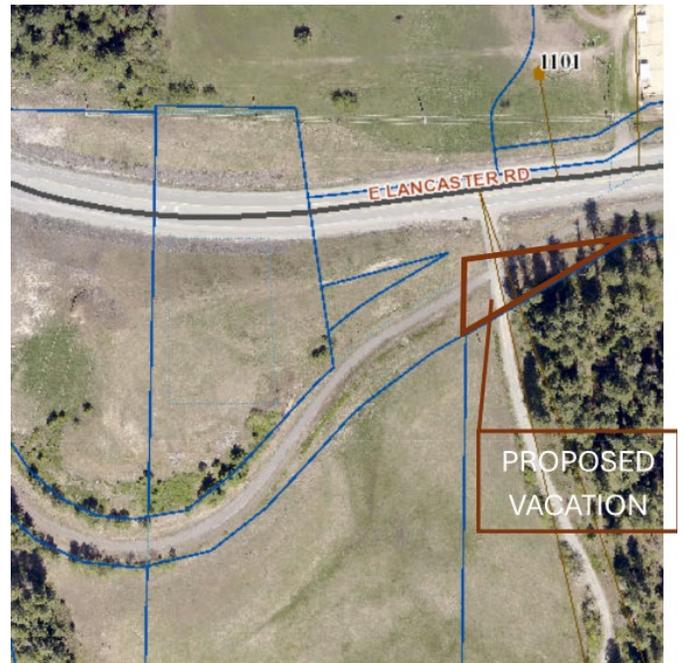
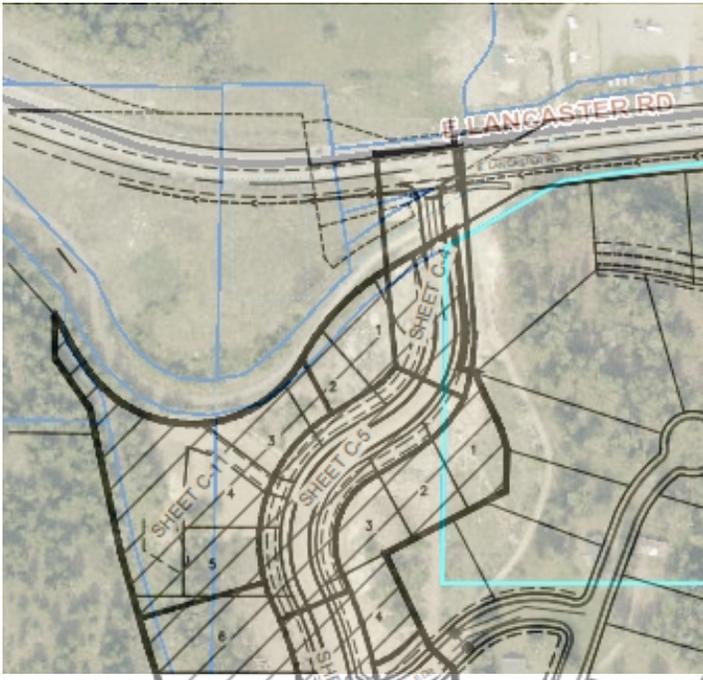
BACKGROUND

The property to the south of the right-of-way (Tax Parcel #H-0000-012-0700 shown below) is a part of the Marks Ranch Subdivision and currently under construction. North Rocking R Road runs north and south and intersecting with East Lancaster Road leaves a widened section of road right-of-way to the east of the new North Rocking R Road and south of East Lancaster Road as shown on the next page.



Final Plat overlaid on existing Aerial (last page)

Drawing from applicant's narrative



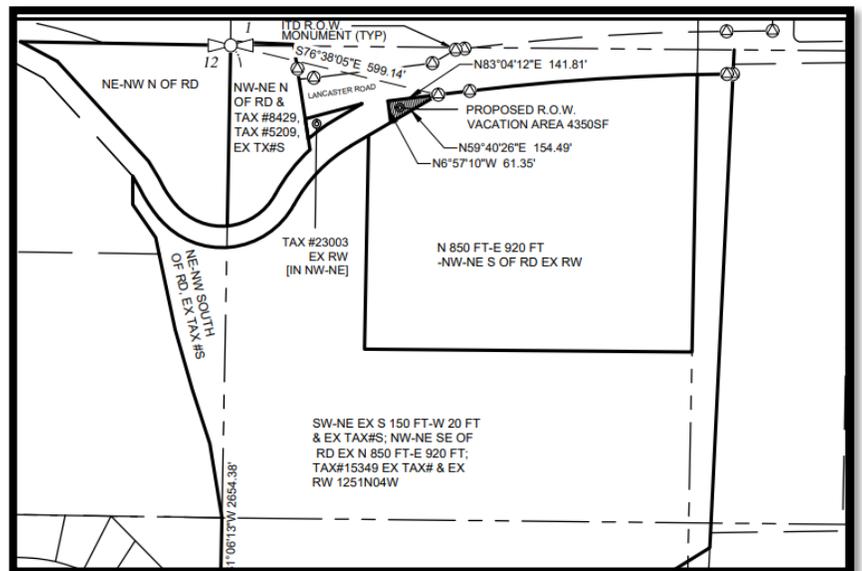
As can be seen above in the overlay of the proposed final plat, the intersection with East Lancaster Road from North Rocking R Road leaves a triangular piece of right-of-way, which is also shown in the applicant's narrative attached.

SUMMARY OF REQUEST

The applicant, Olson Engineering on behalf of the owner of the adjacent property, Marks Ranch LLC, is requesting the approval of a Vacation of Right-of-Way of this triangular piece of property as shown to the right. The right-of-way is approximately 0.10 acres in size.

LOCATION

The right-of-way is located south of East Lancaster Road and east of North Rocking R Road.



LEGAL DESCRIPTION

A parcel of land lying within the northwest quarter of the northeast quarter of Section 12, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho, and being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 12, from which the center of Section 12 bears South 1°06'13" West a distance of 2654.38 feet, Thence, South 76°38'05" East a distance of 599.14 feet to an I.T.D. right-of-way monument, said point being TRUE POINT OF BEGINNING.

Thence, South 59°40'26" West a distance of 154.49 feet;

Thence, North 6°57'10" West a distance of 61.35 feet;

Thence, North 83°04'12" East a distance of 141.81 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 4,350 square feet, more or less.

ANALYSIS

The analysis is organized following the nature of the Vacation requested in accordance with Idaho Statute(s) 40-203, 55-2202, and 50-1321, which can be found in their entirety in the Appendix. Those items of the analysis, which are required of all Vacations, can be found in the appendix and are made a part of this staff review. Those items, which are more site specific, shall be identified in the analysis provided here. The Comprehensive Plan does not provide any guidance towards Vacation requests.

- 1) A board of county or highway district commissioners, whichever shall have jurisdiction of the highway system, shall use the following procedure to abandon and vacate any highway or public right-of-way in the county or highway district system including those which furnish public access to state and federal public lands and waters:
 - (a) The commissioners may by resolution declare their intention to abandon and vacate any highway or public right-of-way or to reclassify a public highway as a public right-of-way, where doing so is in the public interest.

At the conclusion of the public hearing the City Council, should the City Council approve the request to vacate the right-of-way then a resolution shall be prepared for approval of the Council.

- (b) Any resident, or property holder, within a county or highway district system including the state of Idaho, any of its subdivisions, or any agency of the federal government may petition the respective commissioners for abandonment and vacation of any highway or public right-of-way within their highway system. The petitioner shall pay a reasonable fee as determined by the commissioners to cover the cost of the proceedings.

The applicant has made the request and paid the appropriate fees for the request in accordance with the adopted fee schedule.

- (c) The commissioners shall establish a hearing date or dates on the proposed abandonment and vacation.

The public hearing date has been set for October 28, 2025, at 5:00 pm at Hayden City Council.

- (d) The commissioners shall prepare a public notice stating their intention to hold a public hearing to consider the proposed abandonment and vacation of a highway or public right-of-way, which shall be made available to the public not later than thirty (30) days prior to any hearing and mailed to any person requesting a copy not more than three (3) working days after any such request.

Public notice has been provided on the City's website, posted on the property site, sent to a variety of news outlets on September 26, 2025.

- (e) At least thirty (30) days prior to any hearing scheduled by the commissioners to consider abandonment and vacation of any highway or public right-of-way, the commissioners shall mail notice by United States mail to known owners and operators of an underground facility, as defined in section 55-2202, Idaho Code, that lies within the highway or public right-of-way.

Agencies were noticed by e-mail and by US postal service on September 23, 2025. Those agencies noticed include the following:

- | | |
|-------------------------------------|--|
| *Avista Utilities | *Lakes Highway District |
| *Avondale Irrigation District | *North Kootenai Water and Sewer District |
| Coeur d'Alene Airport | Northern Lakes Fire Protection District |
| *Fatbeam | Panhandle Health District |
| *Idaho Department of Transportation | *Spectrum (Charter) Communications |
| *Hayden Area Regional Sewer Board | *TDS Communications |
| *Kootenai Electric Cooperative | *Ziplay Fiber |

Idaho Code 55-2202 (26) defines an "Underground facility" means any item buried or placed below ground for use in connection with the storage or conveyance of water (unless being delivered primarily for irrigation), stormwater, sewage, electronic, telephonic or telegraphic communications, cable television, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substances and includes but is not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground. And in (28) "Underground facility owner" means any person who owns or operates an underground facility or who provides any utility service or commodity to an end user via an underground facility.

Therefore, the agencies identified above who could also have underground facilities include those with an asterisk (*).

- (f) At least thirty (30) days prior to any hearing scheduled by the commissioners to consider abandonment and vacation of any highway or public right-of-way, the commissioners shall mail notice to owners of record of land abutting the portion of the highway or public right-of-way proposed to be abandoned and vacated at their addresses as shown on the county assessor's tax rolls and shall publish notice of the

hearing at least two (2) times if in a weekly newspaper or three (3) times if in a daily newspaper, the last notice to be published at least five (5) days and not more than twenty-one (21) days before the hearing.

The property owner making the request owns the properties to the south of East Lancaster, and the one property owner to the north of East Lancaster Road was noticed on September 26, 2025.

The Coeur d'Alene Press shall publish the legal notice on September 26, October 10, and October 22, 2025.

- (g) At the hearing, the commissioners shall accept all information relating to the proceedings. Any person, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may appear and give testimony for or against abandonment.

This process step shall occur at the time of the public hearing.

- (h) After completion of the proceedings and consideration of all related information, the commissioners shall decide whether the abandonment and vacation of the highway or public right-of-way is in the public interest of the highway jurisdiction affected by the abandonment or vacation. The decision whether or not to abandon and vacate the highway or public right-of-way shall be written and shall be supported by findings of fact and conclusions of law.

This process step shall occur at the conclusion of the public hearing and as a part of the deliberations of the City Council. The Written Decision will be available at the next City Council meeting.

- (i) If the commissioners determine that a highway or public right-of-way parcel to be abandoned and vacated in accordance with the provisions of this section has a fair market value of two thousand five hundred dollars (\$2,500) or more, a charge may be imposed upon the acquiring entity, not in excess of the fair market value of the parcel, as a condition of the abandonment and vacation; provided, however, no such charge shall be imposed on the landowner who originally dedicated such parcel to the public for use as a highway or public right-of-way; and provided further, that if the highway or public right-of-way was originally a federal land right-of-way, said highway or public right-of-way shall revert to a federal land right-of-way.

No appraisal of the value of this property has been completed; however, based on known right-of-way appraisals the value of the property likely does not exceed \$2,500 under the existing use.

- (j) The commissioners shall cause any order or resolution to be recorded in the county records and the official map of the highway system to be amended as affected by the abandonment and vacation.

Should the request for vacation of right-of-way be approved, then a Resolution shall be drafted for approval by the City Council and recorded at the county.

- (k) From any such decision, a resident or property holder within the county or highway district system, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may appeal to the district court of the county in which the highway or public right-of-way is located pursuant to section 40-208, Idaho Code.

(2) No highway or public right-of-way or parts thereof shall be abandoned and vacated so as to leave any real property adjoining the highway or public right-of-way without access to an established highway or public right-of-way. The burden of proof shall be on the impacted property owner to establish this fact.

Per the graphics on page 2 of this review, this vacation is not believed to remove access to properties south of East Lancaster Road.

(3) In the event of abandonment and vacation, rights-of-way or easements shall be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, or other underground facilities as defined in section 55-2202, Idaho Code, for ditches or canals and appurtenances, and for electric, telephone and similar lines and appurtenances.

Responses received from agencies as part of the notice indicate the following should the vacation of right-of-way be granted:

- A 2" service line would need to be relocated for North Kootenai Water District, and an easement may be required for a 16" water main in the proximity of the vacation.
 - An easement for Avondale Irrigation District for a very short section of water main that cuts through this triangle would need to be provided.
- (4) (a) When a county or highway district is to consider the abandonment or vacation of any highway, public street or public right-of-way that was accepted as part of a recorded platted subdivision, such abandonment shall be accomplished pursuant to the provisions of this section.
- (b) When a county or highway district is to consider the abandonment or vacation of any highway, public street, or public right-of-way that was accepted as part of a platted subdivision that has never been improved or developed, such vacation or abandonment may be approved through the dedication of a new highway, public street, or public right-of-way without compensation as set forth in subsection (1)(i) of this section.
- (c) When a county is to consider the abandonment or vacation of any private right-of-way that was accepted as part of a recorded platted subdivision, said abandonment or vacation shall be accomplished pursuant to the provisions of chapter 13, title 50, Idaho Code.

The right-of-way was not a part of a platted subdivision.

(5) In any proceeding under this section or section 40-203A, Idaho Code, or in any judicial proceeding determining the public status or width of a highway or public right-of-way, a highway or public right-of-way shall be deemed abandoned if the evidence shows:

- (a) That said highway or public right-of-way was created solely by a particular type of common law dedication, such as a dedication based upon a plat or other document that was not recorded in the official records of an Idaho county;
- (b) That said highway or public right-of-way is not located on land owned by the United States or the state of Idaho nor on land entirely surrounded by land owned by the United States or the state of Idaho nor does it provide the only means of access to such public lands; and
- (c)(i) That said highway or public right-of-way has not been used by the public and has not been maintained at the expense of the public in at least three (3) years during the previous fifteen (15) years; or
- (ii) Said highway or right-of-way was never constructed and at least twenty (20) years have elapsed since the common law dedication.

The right-of-way has not been abandoned.

(6) All other highways or public rights-of-way may be abandoned and vacated only upon a formal determination by the commissioners pursuant to this section that retaining the highway or public right-of-way for use by the public is not in the public interest, and such other highways or public rights-of-way may be validated or judicially determined at any time notwithstanding any other provision of law. Provided that any abandonment under this section shall be subject to and limited by the provisions of subsections (2) and (3) of this section.

Review of the Analysis provided the Applicant's narrative to determine if this condition is met.

ADDITIONAL INFORMATION

Notice and Comments

Upon completion of properly noticed agencies, adjacent properties, and the public the following comments have been received at the time of this staff review.

In response to the request for comment,

From Agencies:

- 1) On September 22, 2025, North Kootenai Water & Sewer District responded about requirements related to existing infrastructure in the proximity of the vacation request.
- 2) On September 23, 2025, Avondale Irrigation District responded with "no comments".
- 3) On September 24, 2025, Hayden Area Regional Sewer Board responded with "no comment".
- 4) On September 25, 2025, the Northern Lakes Fire Protection District responded with requirements at the time of future development.

From the public:

The Adjacent Property Notices (APO) and required public notices to include the posting of the staff review on the City's website shall occur after the Staff Review is completed. Public comments

received during the notice period will be included within the record of the City Council public hearing.

STAFF RECOMMENDED CONDITIONS OF APPROVAL

Should the request for the vacation of right-of-way be approved, then prior to the approval of the resolution the developer shall:

- 1) Move the required infrastructure as identified by Avondale Irrigation District and/or North Kootenai Water and Sewer District in accordance with Hayden City Codes, standards, and policies. A right-of-way encroachment permit shall be required for this work.
- 2) Prepare to record concurrently with the recordation of the resolution any easements required by the underground utility providers per their request to include at a minimum Avondale Irrigation District and North Kootenai Water and Sewer District.
- 3) Pay any fees as may be applicable in accordance with Idaho State Statute 40-203(1)(i).

Appendix

APPENDIX
Vacation of Right-of-Way/Easement

IDAHO STATE LAW 1
Statute 40-203 1
Statute 50-1321..... 3

IDAHO STATE LAW

Statute 40-203

40-203. Abandonment and vacation of county and highway district system highways or public rights-of-way. (1) A board of county or highway district commissioners, whichever shall have jurisdiction of the highway system, shall use the following procedure to abandon and vacate any highway or public right-of-way in the county or highway district system including those which furnish public access to state and federal public lands and waters:

(a) The commissioners may by resolution declare their intention to abandon and vacate any highway or public right-of-way or to reclassify a public highway as a public right-of-way, where doing so is in the public interest.

(b) Any resident, or property holder, within a county or highway district system including the state of Idaho, any of its subdivisions, or any agency of the federal government may petition the respective commissioners for abandonment and vacation of any highway or public right-of-way within their highway system. The petitioner shall pay a reasonable fee as determined by the commissioners to cover the cost of the proceedings.

(c) The commissioners shall establish a hearing date or dates on the proposed abandonment and vacation.

(d) The commissioners shall prepare a public notice stating their intention to hold a public hearing to consider the proposed abandonment and vacation of a highway or public right-of-way, which shall be made available to the public not later than thirty (30) days prior to any hearing and mailed to any person requesting a copy not more than three (3) working days after any such request.

(e) At least thirty (30) days prior to any hearing scheduled by the commissioners to consider abandonment and vacation of any highway or public right-of-way, the commissioners shall mail notice by United States mail to known owners and operators of an underground facility, as defined in section [55-2202](#), Idaho Code, that lies within the highway or public right-of-way.

(f) At least thirty (30) days prior to any hearing scheduled by the commissioners to consider abandonment and vacation of any highway or public right-of-way, the commissioners shall mail notice to owners of record of land abutting the portion of the highway or public right-of-way proposed to be abandoned and vacated at their addresses as shown on the county assessor's tax rolls and shall publish notice of the hearing at least two (2) times if in a weekly newspaper or three (3) times if in a daily newspaper, the last notice to be published at least five (5) days and not more than twenty-one (21) days before the hearing.

- (g) At the hearing, the commissioners shall accept all information relating to the proceedings. Any person, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may appear and give testimony for or against abandonment.
- (h) After completion of the proceedings and consideration of all related information, the commissioners shall decide whether the abandonment and vacation of the highway or public right-of-way is in the public interest of the highway jurisdiction affected by the abandonment or vacation. The decision whether or not to abandon and vacate the highway or public right-of-way shall be written and shall be supported by findings of fact and conclusions of law.
- (i) If the commissioners determine that a highway or public right-of-way parcel to be abandoned and vacated in accordance with the provisions of this section has a fair market value of two thousand five hundred dollars (\$2,500) or more, a charge may be imposed upon the acquiring entity, not in excess of the fair market value of the parcel, as a condition of the abandonment and vacation; provided, however, no such charge shall be imposed on the landowner who originally dedicated such parcel to the public for use as a highway or public right-of-way; and provided further, that if the highway or public right-of-way was originally a federal land right-of-way, said highway or public right-of-way shall revert to a federal land right-of-way.
- (j) The commissioners shall cause any order or resolution to be recorded in the county records and the official map of the highway system to be amended as affected by the abandonment and vacation.
- (k) From any such decision, a resident or property holder within the county or highway district system, including the state of Idaho or any of its subdivisions, or any agency of the federal government, may appeal to the district court of the county in which the highway or public right-of-way is located pursuant to section [40-208](#), Idaho Code.
- (2) No highway or public right-of-way or parts thereof shall be abandoned and vacated so as to leave any real property adjoining the highway or public right-of-way without access to an established highway or public right-of-way. The burden of proof shall be on the impacted property owner to establish this fact.
- (3) In the event of abandonment and vacation, rights-of-way or easements shall be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, or other underground facilities as defined in section [55-2202](#), Idaho Code, for ditches or canals and appurtenances, and for electric, telephone and similar lines and appurtenances.
- (4) (a) When a county or highway district is to consider the abandonment or vacation of any highway, public street or public right-of-way that was accepted as part of a recorded platted subdivision, such abandonment shall be accomplished pursuant to the provisions of this section.
- (b) When a county or highway district is to consider the abandonment or vacation of any highway, public street, or public right-of-way that was accepted as part of a platted subdivision that has never been improved or developed, such vacation or abandonment may be approved through the dedication of a new highway, public street, or public right-of-way without compensation as set forth in subsection (1)(i) of this section.
- (c) When a county is to consider the abandonment or vacation of any private right-of-way that was accepted as part of a recorded platted subdivision, said abandonment or vacation shall be accomplished pursuant to the provisions of [chapter 13, title 50](#), Idaho Code.
- (5) In any proceeding under this section or section [40-203A](#), Idaho Code, or in any judicial proceeding determining the public status or width of a highway or public right-of-way, a highway or public right-of-way shall be deemed abandoned if the evidence shows:

- (a) That said highway or public right-of-way was created solely by a particular type of common law dedication, such as a dedication based upon a plat or other document that was not recorded in the official records of an Idaho county;
- (b) That said highway or public right-of-way is not located on land owned by the United States or the state of Idaho nor on land entirely surrounded by land owned by the United States or the state of Idaho nor does it provide the only means of access to such public lands; and
- (c)(i) That said highway or public right-of-way has not been used by the public and has not been maintained at the expense of the public in at least three (3) years during the previous fifteen (15) years; or
- (ii) Said highway or right-of-way was never constructed and at least twenty (20) years have elapsed since the common law dedication.
- (6) All other highways or public rights-of-way may be abandoned and vacated only upon a formal determination by the commissioners pursuant to this section that retaining the highway or public right-of-way for use by the public is not in the public interest, and such other highways or public rights-of-way may be validated or judicially determined at any time notwithstanding any other provision of law. Provided that any abandonment under this section shall be subject to and limited by the provisions of subsections (2) and (3) of this section.

Statute 50-1321

50-1321. Necessity for consent of adjoining owners — Acknowledgment and filing of consent — Limitation on rule — Prerequisites to order of vacation. No vacation of a public street, public right-of-way or any part thereof having been duly accepted and recorded as part of a plat or subdivided tract shall take place unless the consent of the adjoining owners be obtained in writing and delivered to the public highway agency having jurisdiction over said public street or public right-of-way. Such public street or public right-of-way may, nevertheless, be vacated without such consent of the owners of the property abutting upon such public street or public right of way when such public street or public right-of-way has not been opened or used by the public for a period of five (5) years and when such nonconsenting owner or owners have access to the property from some other public street, public right-of-way or private road. However, before such order of vacation can be entered, it must appear to the satisfaction of the public highway agency that the owner or owners of the property abutting said public street or public right-of-way have been served with notice of the proposed abandonment in the same manner and for the same time as is now or may hereafter be provided for the service of the summons in an action at law. Any vacation of lands within one (1) mile of a city shall require written notification to the city by regular mail at least thirty (30) days prior to the vacation.

Statute 55-2202

55-2202. Definitions. As used in this chapter:

- (1) "Administrator" means the administrator of the division of occupational and professional licenses.
- (2) "Board" means the damage prevention board.
- (3) "Business day" means any day other than Saturday, Sunday, or a legal, local, state, or federal holiday.

- (4) "Damage" means any impact or exposure that results in the substantial weakening of structural or lateral support of an underground facility, or the penetration, impairment, or destruction of any underground protective coating, housing, or other protective device, or the partial or complete destruction of the facility, or the severance, partial or complete, of any underground facility to the extent that the project owner or the affected underground facility owner determines that repairs are required.
- (5) "Emergency" means any sudden or unforeseen condition that compels immediate action to prevent or resolve:
- (a) A clear and present danger to life, health, or property;
 - (b) An unplanned customer service outage; or
 - (c) The blockage of roads or transportation facilities.
- (6) "Emergency excavation" means an excavation performed in response to an emergency.
- (7) "End user" means any customer or consumer of any utility service or commodity provided by an underground facility owner.
- (8) "Excavation" means any operation in which earth, rock, or other material in the ground is moved or otherwise displaced by any means including, but not limited to, explosives.
- (9) "Excavator" means any person who engages directly in excavation.
- (10) "Excavator downtime" means lost time for an excavation project due to failure of one (1) or more stakeholders to comply with applicable damage prevention regulations.
- (11) "Hand digging" means any excavation involving nonmechanized tools or equipment that when used properly will not damage underground facilities. Hand digging includes, but is not limited to, hand shovel digging, manual posthole digging, vacuum excavation, and soft digging.
- (12) "Identified but unlocatable underground facility" means an underground facility that has been identified but cannot be located with reasonable accuracy.
- (13) "Identified facility" means any underground facility that is indicated in the project plans as being located within the area of proposed excavation.
- (14) "Locatable underground facility" means an underground facility that can be field-marked with reasonable accuracy.
- (15) "Locator" means a person who identifies and marks the location of an underground facility owned or operated by an underground facility owner.
- (16) "Marking" means the use of stakes, paint, or other clearly identifiable materials to show the field location of underground facilities, in accordance with the current color code standard of the American public works association. Markings shall include identification letters indicating the specific type of the underground facility.
- (17) "Notice of emergency excavation" means an excavator call to a one-number notification service not less than two (2) hours prior to commencing the emergency excavation to provide a description of the emergency, the location of the emergency excavation area, contact information for an individual with the excavator who may be reached throughout the emergency, and expected time and date of the emergency excavation.
- (18) "One-number notification service" means a service through which a person can notify owners of underground facilities and request field-marking of their underground facilities.
- (19) "Person" means an individual, partnership, association, corporation, a state, a city, a county, or any subdivision or instrumentality of a state, and its employees, agents, or legal representatives.
- (20) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, lane, path, sidewalk, alley, or other right-of-way dedicated for compatible uses.

- (21) "Reasonable accuracy" or "reasonably accurate" means location within twenty-four (24) inches horizontally of the outside dimensions of each side of an underground facility.
- (22) "Rural underground facility owner" means an underground facility owner that is a public utility or a member-owned cooperative that serves fewer than five thousand (5,000) total customers in a county or counties with populations that do not exceed fifty thousand (50,000) people.
- (23) "Service lateral" means any underground facility located in a public right-of-way or underground facility easement that is used to convey water (unless being delivered primarily for irrigation), stormwater, or sewage and connects an end user's building or property to an underground facility owner's main utility line.
- (24) "Soft digging" means any excavation using tools or equipment that utilize air or water pressure as the direct means to break up soil or earth for removal by vacuum excavation.
- (25) "Stakeholder" means any party with an interest in protecting underground facilities including, but not limited to, persons, property owners, underground facility owners, excavators, contractors, cities, counties, highway districts, railroads, public entities that deliver irrigation water and those engaged in agriculture.
- (26) "Underground facility" means any item buried or placed belowground for use in connection with the storage or conveyance of water (unless being delivered primarily for irrigation), stormwater, sewage, electronic, telephonic or telegraphic communications, cable television, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substances and includes but is not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors belowground.
- (27) "Underground facility easement" means a nonpossessory right to operate, control, bury, install, maintain, or access an underground facility.
- (28) "Underground facility owner" means any person who owns or operates an underground facility or who provides any utility service or commodity to an end user via an underground facility.

Applicant's Materials

Narrative for Marks Ranch Inc Right of Way Vacation Application

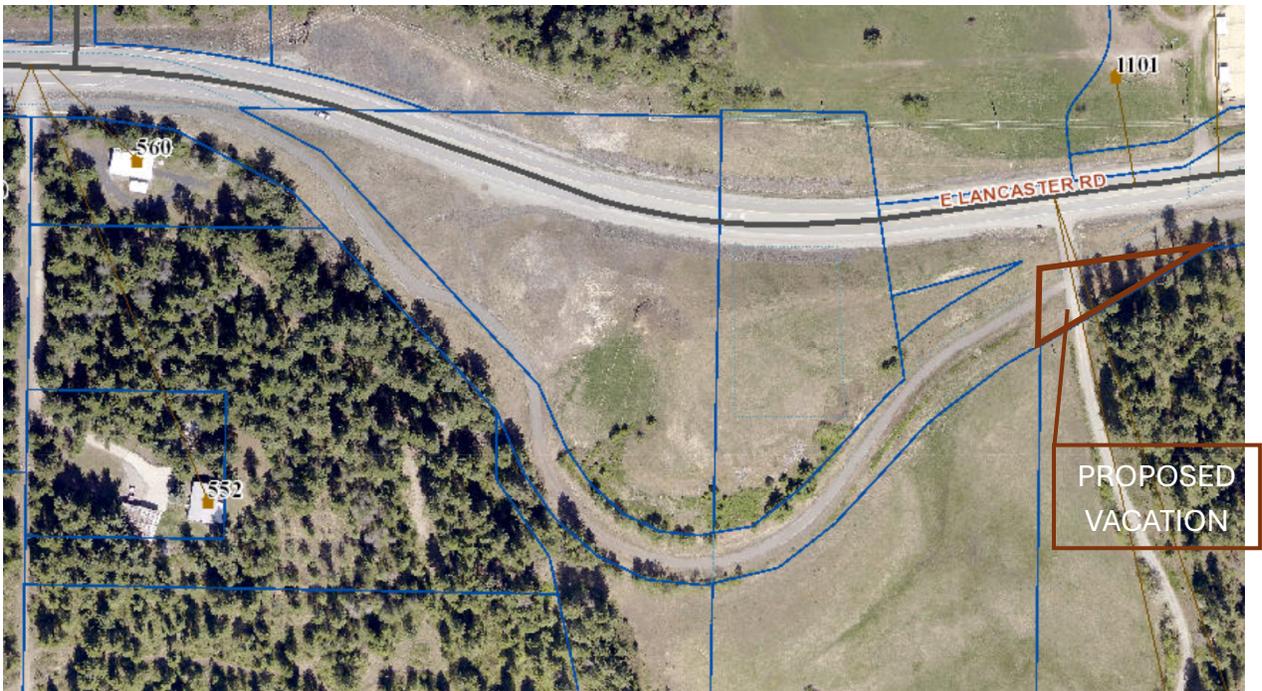
Lancaster Road was realigned in 2012 on the north side of the Marks Ranch subdivision. The Right of Way proposed to be vacated is based on the prior alignment and is no longer needed by the City. Adequate Right of Way width will remain (after vacation) to match the surrounding area and to encompass Lancaster Road and its multi-use pathway. Refer to the aerial imagery on the next page for an illustration of the realignment of the roadway. Refer to the attached construction plan sheet showing the realignment of the multi-use pathway as part of the Marks Ranch project.

The City does not benefit from the excess Right of Way. However, the City would benefit from vacating the Right of Way because Marks Ranch Inc intends to beautify the area and landscape an entry feature for the subdivision. The entry feature will include a rustic steel water tower as depicted below. The horses shown in the artist's rendering are statues that are being considered as part of the entry feature. The subdivision HOA would maintain the landscaping in the vacated Right of Way in perpetuity.

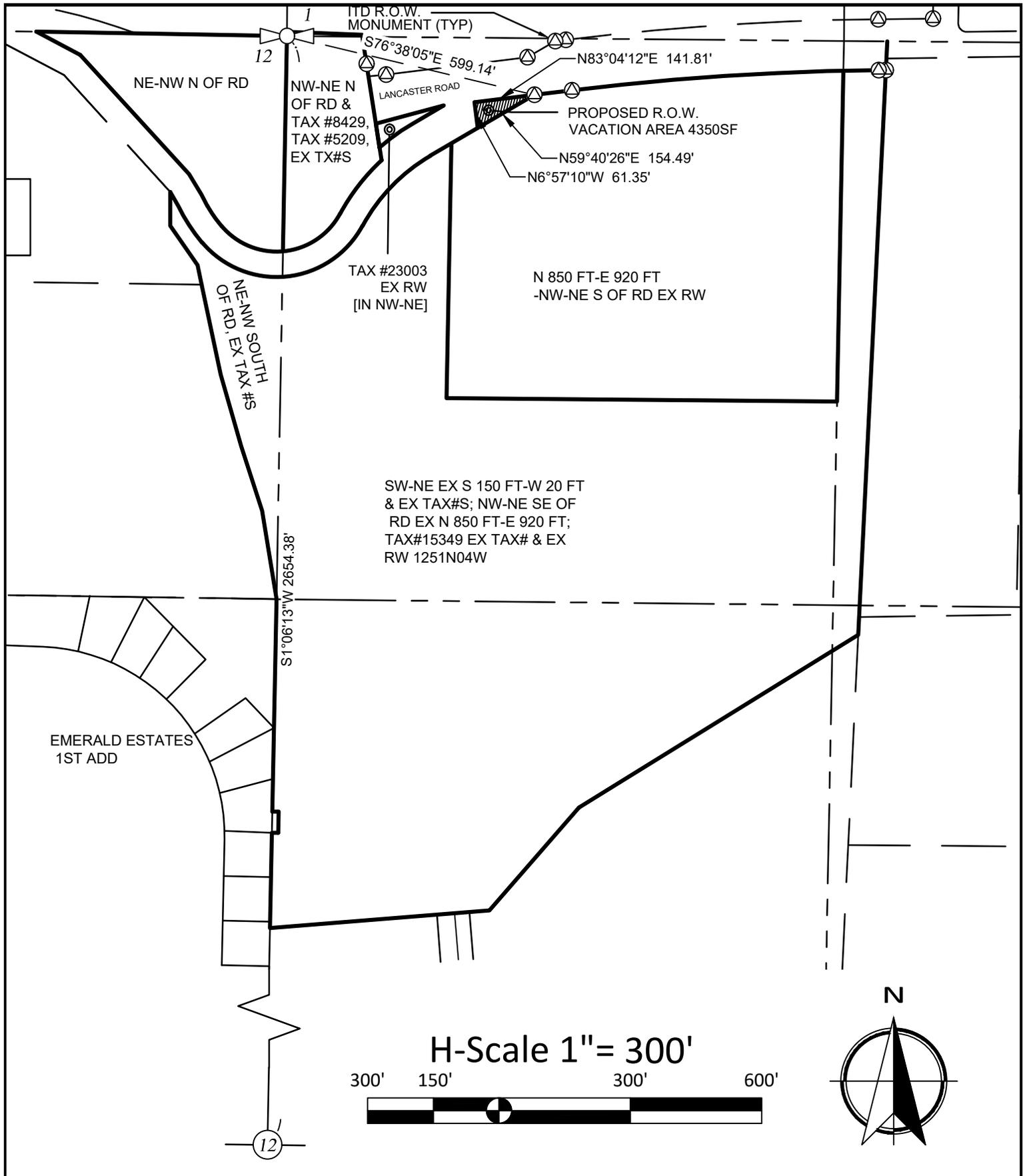




2010



2018



SW-NE EX S 150 FT-W 20 FT
 & EX TAX#S; NW-NE SE OF
 RD EX N 850 FT-E 920 FT;
 TAX#15349 EX TAX# & EX
 RW 1251N04W

H-Scale 1" = 300'

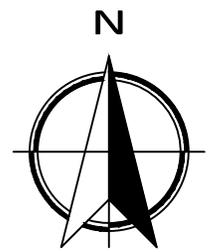


EXHIBIT "B"

SECTION 12, TOWNSHIP 51 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

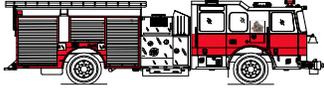
DATE SURVEYED: 2020	DRAFTED BY: ERH	PLOT DATE: 8/18/2025	SHEET 1 / 1
FILE NAME: 20-147	CHECKED BY: CJJ	PROJECT No.: 20-147	

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

Public Agency Comments

Northern Lakes Fire Protection District

Proudly serving the areas of and surrounding Hayden and Rathdrum



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

September 25, 2025

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

Attn: Donna Phillips, GISP

The Northern Lakes Fire Protection District has reviewed the vacation of right of way request for Mark's Ranch. The request is to vacate the right of way of approximately .10 acres on the southern side of E. Lancaster. Project Number PZE-25-0090.

The Fire District approves of the vacation of right of way and has the following requirements. If/when future development occurs on the property the below listed items may be required.

- Improvements made by the developers of Mark's Ranch shall not impede emergency services responses.
- Any future development within the right of way will be reviewed and shall meet the current edition of the Idaho Fire Code.
- Current Idaho Fire Code requirements shall apply when building permits are applied for. Additional requirements may apply depending on size and type of occupancy constructed.

If you have any questions, please do not hesitate to call 208-772-5711.

Thank you,

Tyler Drechsel

Tyler Drechsel
Fire Marshal

Deborah Shaver

From: Bob Chandler <bobchandlercda@gmail.com>
Sent: Tuesday, September 23, 2025 9:44 AM
To: Planning
Subject: PZE-25-0090 - Vacation of Right-of-Way Agency Notice

Categories: Deborah

No comments.

Thanks,
B.

Bob Chandler | District Manager
Avondale Irrigation District

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

Deborah Shaver

From: Ken <kwind@Harsb.org>
Sent: Wednesday, September 24, 2025 11:44 AM
To: Planning
Cc: Steph Oliver
Subject: PZE-25-0090 - Vacation of Right-of-Way Agency Notice Comment

Categories: Deborah

Hello City of Hayden Planning Department.

The Hayden Area Regional Sewer Board has no comment on PZE-25-0090 - Vacation of Right-of-Way Agency Notice.

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

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Deborah Shaver

From: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Sent: Thursday, September 25, 2025 4:35 PM
To: Planning
Subject: PZE-25-0090 Marks Ranch Subdivision Vacation of Right-of-Way

Categories: Deborah

The Idaho Transportation Department (ITD) is neutral on the proposed vacation of right-of-way for the landscaping improvements for Mark's Ranch Subdivision. ITD requests that any future improvements retains and protects all right-of-way survey monuments as depicted on Exhibit B map prepared by Johnson Surveying and plotted on 8/18/2025 as part of the right-of-way vacation application.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

Deborah Shaver

From: Paul Tucker <PaulT@nkwsd.com>
Sent: Monday, September 22, 2025 6:51 AM
To: Planning
Subject: RE: Request for vacation of right-of-way (Olson Engineering/Marks Ranch)
Attachments: Agency Notice - PZE-25-0090.pdf; Lancaster exhibit.pdf

Categories: Deborah

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

Good morning,

To whom it may concern-

North Kootenai Water and Sewer District does have concerns with the request for vacation of right-of-way. The District owns a 16" water main and 2" water service with a 20' easement in the proximity of the vacation (please see attached).

Please advise next steps, thank you.



Paul Tucker, ICWP

District Manager

NORTH KOOTENAI WATER & SEWER DISTRICT

13649 N. Meyer Road

Rathdrum, ID 83858

License #

DWD3-25890

DWT1-26014

WWC4-25891

Office: (208) 687-6593

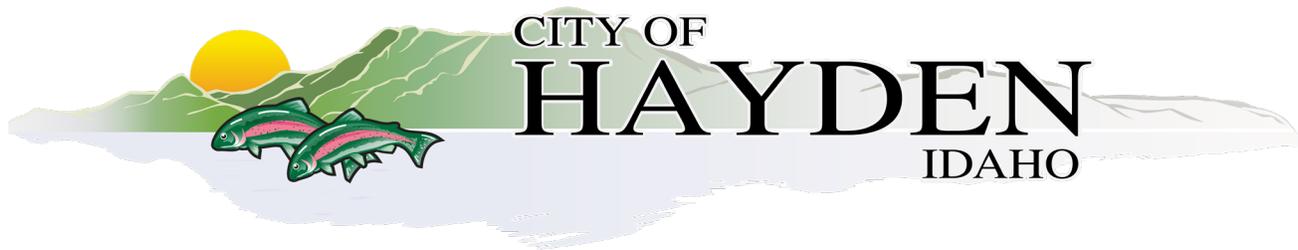
pault@nkwsd.com

www.nkwsd.com



6. **NEW BUSINESS**

- A. **ACTION ITEM** Confirm Appointment of Individuals to Commissions



Memorandum for Record

To: City Council
From: Alan Davis, Mayor
CC: Shawn Langenderfer, Deputy City Clerk
Date: October 14, 2025
Re: Nomination of Individuals for the Planning and Zoning Commission

Purpose.

To nominate individuals from the community to serve on the City of Hayden Planning and Zoning Commission.

General.

The following individual is selected to serve on the Planning and Zoning Commission:

Mr. Vince Vargas	1363 W Sutherland Ct.	Hayden, Idaho 83835
Mr. Anthony Grano	2260 E Honeysuckle Ave.	Hayden, Idaho 83835

Term of Appointment.

October 14, 2025 – March 31, 2030



Memorandum for Record

To: City Council
From: Mayor Alan Davis
CC: Shawn Langenderfer, Deputy City Clerk
Date: October 28, 2025
Re: Nomination of Individual for Arts Commission

Purpose.

To nominate an individual from the community to serve on the City of Hayden Arts Commission

General.

The following individual is selected to serve on the Arts Commission:

Ms. Shiree Wilder 6814 N Pinegrove Coeur d'Alene, Idaho 83815

Term of Appointment.

October 28, 2025 – December 31, 2026

- B. **ACTION ITEM** Resolution Approving Addendum to Idaho Transportation Department State-Local Construction Agreement for Ramsey Road Extension Project



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 10.28.25

Agenda Item: Adopt Resolution and Addendum to State/Local Agreement with Idaho Transportation Department to prompt reimbursement of eligible City funds.

Agenda Item Location

New Business

Recommended Action or Motion

Staff recommend the approval of the Council resolution and authorization of the Mayor to sign the addendum to the State/Local Agreement between the City of Hayden and the Idaho Transportation Department.

Functional Impact of Authorizing

This action modifies the State/Local agreement to enable the Idaho Transportation Department to initiate reimbursement of eligible funds that were contributed by the City of Hayden to the Ramsey Road Extension project. These funds were a component of estimated matching funds required by local jurisdictions on projects which receive Federal funding. Now that the project is nearing completion, the matching funds requirement is less than estimated, and the City is eligible for reimbursement of a portion of contributed funds. This action is necessary to ensure compliance with Federal requirements associated with the project.

Functional Impact of Not Authorizing

If this change order is not accepted the Idaho Transportation Department will not be able to initiate reimbursement of eligible funds to the City of Hayden.

Fiscal Impact

This action will initiate the reimbursement of \$2,000,000 in eligible funds. An additional balance will become eligible when the project is formally completed and all expenses are accounted for.

Budget Funding Source

Not applicable.

Attachments

Addendum to State/Local Agreement for Project No. A012(310)

Resolution approving State/Local Addendum and authorizing the Mayor and Clerk to execute

**ADDENDUM TO
STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A012(310)
RAMSEY RD; WYOMING AVE TO LANCASTER RD
KEY NO. 12310**

PARTIES

THIS Addendum is made and entered into this _____ day of _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **CITY OF HAYDEN**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

This Addendum will modify the State/Local Agreement (Construction) entered into on the 13th day of June 2024, (hereinafter "Agreement") between the same parties.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

The parties agree to the following revisions:

A. Section II of the Agreement will be amended by adding the following paragraph thereto:

11. If local participation funds were provided above the required match and additional Federal-aid is secured, or the project budget shows excess local participation was submitted, the State will modify the TIP and the Sponsor may request any local funds provided above the required match exceeding \$50,000 be reimbursed to the Sponsor within 60 days after TIP modification and ITD-2101 are approved.

B. All other terms and conditions previously agreed to and set forth in the Agreement shall remain in full force and effect.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by its Mayor and Council, attested to by the City Clerk, with the imprinted corporate seal of the City of Hayden.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF HAYDEN

Alan Davis, Mayor

Abbi Sanchez, City Clerk

(SEAL)

By regular/special meeting
on _____.

wd:12310 SLA CN Addendum

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF HAYDEN**, hereafter called the **CITY**, for an Addendum modifying the state/local Agreement entered into on the 13ths day of June 2024; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A012(310) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

Alan Davis, Mayor

Abbi Sanchez, City Clerk

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Hayden, held on October 28, 2025.

(Seal)

Abbi Sanchez, City Clerk

- C. **ACTION ITEM** Consider Extension of Contract Addendum until November 30, 2025 for Law Enforcement Services with Kootenai County



Date: October 24, 2025

By: Lisa Ailport, City Administrator

Consider Extension of Contract Addendum for Law Enforcement Services with Kootenai County

What is being brought before Council?

The attached letter to the BOCC and Kootenai County Sheriff is presented to council for consideration. The purpose of the letter is to seek an extension of the existing contract until November 30, 2025 as provided for in section 1 of the addendum.

What is the functional impact of approving or disapproving of this agenda item?

Authorizing the letter to be sent gives the appropriate reason to the BOCC for consideration of the 30-day extension as required by the agreement.

Is this agenda item planned for in the city's fiscal year budget, and what is the impact of approving or disapproving?

This item is budgeted for the FY2026

What suggested motion should be made to approve or disapprove this agenda item?

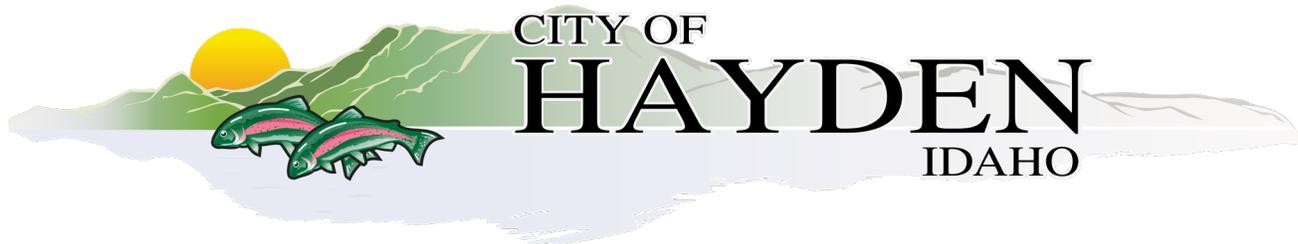
Staff suggests a motion to authorize the city staff to send the letter to the BOCC requesting extension of the addendum for Law Enforcement services until November 30, 2025.

Budget Funding Source / Transfer Request

110-251-59003

Attachments:

Letter and Addendum.



October 29, 2025

Kootenai County Commissioners
C/O Commissioner Leslie Duncan,
Commissioner Bruce Mattare,
Commissioner Marc Eberlein
451 N. Gov. Way
Coeur d'Alene, Idaho 83814

Sent via Electronic Mail

Kootenai County Sheriff's Office
C/O Robert Norris or Command Staff

RE: Written Request to Extend Addendum to Law Enforcement Contract

Dear Commissioners and Sheriff:

Pursuant to the Addendum to the Agreement for for Law Enforcement Services entered into by the City and the County on September 29, 2025, the City is requesting the additional time allowed within section 1 contract terms to be extended to November 30, 2025.

Council has authorized this request at their October 28, 2025, regular meeting.

Regards,

A handwritten signature in blue ink that reads "Lisa Ailport". The signature is fluid and cursive, with the first name "Lisa" and last name "Ailport" clearly legible.

Lisa Ailport
City Administrator

Cc: Abbi Sanchez, City Clerk, Fonda Jovick, City Civil Counsel (via electronic mail for all).

Enclosure: Addendum Agreement

**ADDENDUM TO AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES AND
AGREEMENT FOR LAW ENFORCEMENT SERVICES SUPPLEMENTAL TERMS**

THIS ADDENDUM is made and entered into by and between **Kootenai County**, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Kootenai County Sheriff** (hereinafter collectively the "COUNTY") and the **City of Hayden**, Idaho, a municipal corporation of the State of Idaho (hereinafter the "CITY").

WHEREAS, the COUNTY and the CITY entered into an Agreement to Provide Law Enforcement Services and Agreement for Law Enforcement Services Supplemental Terms (herein "Agreement");

WHEREAS, the Agreement expires and terminates on September 30, 2025;

WHEREAS, the parties are in the process of negotiating a new agreement to provide law enforcement services;

WHEREAS, it is the desire of the parties to continue their contractual relationship as set forth in the Agreement, with the incorporation of certain amendments; and

NOW, THEREFORE, the parties hereby agree that the Agreement be amended as follows:

1. That the term of the Agreement shall be amended to extend until October 31, 2025, at which time the Agreement shall terminate unless extended by written agreement by both parties until November 30, 2025, at which time the Agreement shall terminate.

2. The COUNTY shall not be required to provide a school resource officer.

DATED this 29th day of September, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Hayden

By: _____

Alan Davis, Mayor

ATTEST:



Abbi Sanchez, City Clerk



DATED this 1st day of ~~September~~, ^{October} 2025.

Kootenai County Sheriff

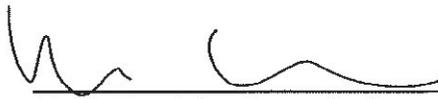
By:  FOR ROBERT NORRIS
Robert Norris, Sheriff

DATED this _____ day of September, 2025.

Board of Kootenai County Commissioners

By: 
Bruce Mattare, Chair
Bruce E. Mattare, Commissioner - Signed 9/30/2025

By: _____
Leslie Duncan, Commissioner

By: 
Marc Eberlein, Commissioner
Marc Eberlein, Commissioner - Signed 9/30/2025

ATTEST:


Jennifer Linton, Kootenai County Clerk - Signed 9/30/2025

- D. **ACTION ITEM** Idaho Department of Parks and Recreation Grant Opportunities for Honeysuckle Beach Facility Improvements



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 10.28.25

Agenda Item: Authorize staff to prepare applications for grant funding available through the Idaho Department of Parks and Recreation for Honeysuckle Boat Ramp and walkway access improvements.

Agenda Item Location

New Business

Recommended Action or Motion

Staff recommend that the Council authorize the pursuit of grant funding available through the Idaho Department of Parks and Recreation (IDPR) for Honeysuckle Boat Ramp and walkway access improvements.

Functional Impact of Authorizing

This action authorizes staff to prepare grant application materials prior to the January 30, 2026 deadline to pursue funding for Honeysuckle Boat Ramp and walkway access improvements from several potential sources managed by the Idaho Department of Parks and Recreation. The boat ramp is deteriorating, narrow, and is not graded properly to dispel water, which is accelerating its deterioration. Existing walkways limit access and contribute to conflicts between beach and ramp users. Honeysuckle Beach and Boat Ramp are the most highly used public facilities on Hayden Lake. These two uses are fundamental to serving the public at this site, and these improvements will enhance the user experience, safety, and accessibility for all users.

Staff will present the finalized application proposal to the Council prior to submission in January.

Functional Impact of Not Authorizing

If this action is not authorized, staff will not pursue grant funding for improvements at Honeysuckle Beach.

Fiscal Impact

There are requirements for matching funds from the applicant for grants administered by IDPR. These funds would come from the Honeysuckle Boat Launch Fund balance.

Budget Funding Source

112-212-49550 Honeysuckle Boat Launch Fund Balance

Attachments

IDPR Grant Fund Flyer

Honeysuckle Boat Ramp and Walkway Photos



State of Idaho

Department of Parks and Recreation

BRAD LITTLE
Governor

SUSAN E. BUXTON
Director

Idaho Park and Recreation Board

Brian Beckley, Chair - District 3 | Chuck Roady - District 1 | Hugh Cooke - District 2 | Jim Keating - District 4 | Amy Manning - District 5 | Cortney Liddiard - District 6

DATE: September 3, 2025
TO: Potential Grant Applicants
FROM: Idaho Department of Parks and Recreation
State & Federal Grant Program

The Idaho Department of Parks and Recreation (IDPR) will accept applications for funds from the recreational programs listed below until **January 30, 2026**. All applications must be submitted electronically via the IDPR website. Each program has a funding opportunity link applicants will need to use to start an application.

The **Recreational Vehicle Program (RV)** is used to provide facilities, programs, or services for the health, safety or enjoyment of recreational vehicle users. Recreational vehicles are motor homes, travel trailers, pickup campers, tent trailers, and van conversions.

The **Waterways Improvement Fund (WIF)** is used for the protection and promotion of safety, waterways improvement, creation and improvement of parking areas for boating purposes, boat ramps and moorings, marking of waterways, search and rescue, and all things incidental to such purposes including the purchase of property.

The **Off-Road Motor Vehicle Fund (ORMV)** is used to acquire, purchase, improve, repair, maintain, furnish, and equip off-road vehicle facilities on public or private land and to assist with the enforcement of laws and regulations governing the use of off-road vehicles.

The **Motorbike Fund (MB)** is for securing, maintenance, construction or development of trails and other recreational facilities for off-highway vehicle use on state and federal lands.

The **Recreation Trails Program (RTP)** is used to acquire, purchase, improve, repair and maintain trails, trail facilities and sites for **both motorized and non-motorized** trail uses.

The **Recreational Road and Bridge Fund (R&B)** is to develop, construct, maintain and repair roads, bridges and parking areas within and leading to parks and recreation areas of the state.

The **Cutthroat License Plate Fund (CLPF)** is for the construction and maintenance of non-motorized boating access facilities for anglers.

The **Mountain Bike Program Fund (BK)** is for the preservation, maintenance and expansion of recreational trails within the State of Idaho and on which mountain biking is permitted.

If you are considering a project that may qualify for IDPR grant funding, we recommend that you contact your regional Grants Specialist now.

On the reverse side of this memo is a notice announcing the upcoming IDPR grant workshops for the programs listed above. If you plan to attend one of these workshops, **please RSVP prior to September 29, 2025**.

If you need reasonable accommodations to participate in this meeting or event due to a disability as defined under the ADA, please contact Alyssa Leavitt at 514-2408 or Alyssa.Leavitt@idpr.idaho.gov at least seven (7) business days prior to the scheduled meeting to request an accommodation.

This agency's programs and activities are operated free from discrimination on the basis of race, color, religion, national origin, gender, age or disability. Anyone who believes they have been discriminated against or who may need further information regarding discrimination should write: Director, Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, ID 83720-0065, or National Parks Service, Equal Opportunity Officer (010), P.O. Box 37127, Washington DC 20013

Honeysuckle Boat Launch Grade and Drainage



Honeysuckle Ramp Concrete



Honeysuckle South Dock Resting on Ramp



Honeysuckle Walkway Existing Condition



E. Public Works Winter Response Presentation



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 10.28.25

Agenda Item: Public Works winter response presentation

Agenda Item Location

New Business

Background

Public Works staff are planning for winter snow and ice response, preparing equipment, training staff, organizing vendors, and planning routes and schedules to meet demands. Staff will present a brief overview of our response plan including response priorities, communication opportunities, along with challenges and opportunities.

7. **REPORTS**

- A. City Administrator Report and Calendar Review

October 2025

October 2025							November 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 28	29	30	Oct 1 3:00pm Arts Commission	2 1:00pm Historic Commission 4:00pm Veterans Commission	3	4
5	6 5:30pm Planning and Zoning Commission (Council Chambers)	7	8	9 11:00am Historic Preservation Commission Meeting	10	11 Hayden Lake Marathon (Honeysuckle Beach)
12	13 8:00am Columbus Day City Hall Closed all day	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 6:00pm 6th Annual "Friday Night Frights" Drive-Thru Giveaway (Hayden Meadows Elementary)	25
26	27	28 5:00pm City Council Meeting	29	30	31	Nov 1

November 2025

November 2025							December 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 26	27	28	29	30	31	Nov 1
2	3 5:30pm Planning and Zoning Commission (Council Chambers)	4	5 3:00pm Arts Commission	6 4:00pm Veterans Commission	7	8
9	10	11 8:00am Veterans Day City Hall Closed all 11:00am Veterans Day Ceremony (McIntire)	12	13 11:00am Historic Preservation Commission Meeting	14	15
16	17 5:30pm Planning and Zoning Commission (Council Chambers)	18 5:00pm City Council Meeting	19 4:00pm Parks & Recreation Commission	20	21	22
23	24	25	26	27 8:00am Thanksgiving City Hall Closed all day	28 8:00am Thanksgiving City Hall Closed	29
30	Dec 1	2	3	4	5	6

- B. Law Enforcement
- C. Mayor/Council
- 8. **REQUEST FOR FUTURE AGENDA ITEMS**
- 9. **EXECUTIVE SESSION ACTION ITEM** *(Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)*
 - A. Idaho Code 74-206(1)(c) To Acquire an Interest in Real Property Which is Not Owned by a Public Agency
 - B. Idaho Code 74-206(1)(f) To Communicate with Legal Counsel for the Public Agency to Discuss the Legal Ramifications of and Legal Options for Pending Litigation, or Controversies Not Yet Being Litigated but Imminently Likely to be Litigated.
- 10. **ADJOURNMENT**