

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

Tuesday, December 9, 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. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of November 12, 2025 City Council Meeting Minutes

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

Wednesday, November 12, 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 5:02 PM.

ROLL CALL OF COUNCIL MEMBERS

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

PLEDGE OF ALLEGIANCE

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

ADDITIONS OR CORRECTIONS

None

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

- A. Approval of Professional Services Contract with Western Real Property, LLC for Hayden/Atlas Intersection Right-of-Way Acquisition Appraisal Services
- B. Approval of Service Contract with Prime Time Construction and Excavation, Inc. for On-Call Mechanical Repair Services
- C. Approval of Rental Agreement with Prime Time Construction and Excavation, Inc. for a Grader to Support Winter Snow Response
- D. Approval of Professional Services Contract with Welch Comer & Associates, Inc. for Hayden/Atlas Intersection Project Survey Staking.
- E. Approval of Change Order No. 10 with Big Sky Corporation for H-6 Force Main Project
- F. Approval of Interstate Concrete & Asphalt Company Change Order No. 2 for Ramsey Road Extension Project
- G. Approval of Simco Construction Change Order No. 07 for the H-6 Lift Station Project
- H. Ratification of the October 2025 Payroll
- I. Ratification of Bills for Payment
- J. Approval of Bills for Payment

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

ROLL CALL VOTE:

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

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

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

Ian Shadman, Hayden Resident, congratulated the winners of the election and emphasized the importance of moving forward together as one community, regardless of the outcome. He expressed a desire to become more involved personally and to help his generation stay informed about city matters. The overall message focused on unity, collaboration, maintaining decorum, and working collectively to seek truth and progress.

3. NEW BUSINESS

A. ACTION ITEM Welch Comer Engineers Alternatives Analysis and Recommendation for Hayden-Huetter Intersection Improvements

Melissa Cleveland, Welch Comer Engineers, is the project manager for Hayden/Huetter intersection improvements. She presented the Hayden and Huetter intersection study which identified a clear need for improvements due to rising traffic volumes, risky driver behavior, and multiple injury crashes at the current two-way stop. Two alternatives were evaluated, a signalized intersection and a roundabout, against criteria such as level of service, safety, cost, right-of-way, and public input. Both options would meet service standards through 2046, but the roundabout consistently performed better, offering shorter delays, reduced queues, and improved safety by slowing vehicle speeds. Costs were similar, with the roundabout slightly cheaper, and while it requires more right-of-way, impacts are manageable.

Public feedback favored the roundabout and affected property owners were generally neutral or amenable. Additional considerations included long lead times for signal equipment, higher emissions and maintenance needs for signals, and the roundabout’s resilience during power outages. Based on these findings, Welch Comer Engineers recommended moving forward with the roundabout design, with next steps including final design, right-of-way acquisition, and construction targeted for spring 2026, supported by anticipated funding from developers of the surrounding properties.

MOTION: Council Member Shafer motioned to accept the report and adopt the roundabout intersection improvement in the City’s Transportation Master Plan. Council Member DePriest provided the second.

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

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

Mayor Davis recessed the meeting at 5:27 p.m.
Mayor Davis called the meeting back to order at 5:31 p.m.

B. ACTION ITEM Marks Ranch Final Plat and Acceptance of Infrastructure

Council President Roetter asked about a temporary roundabout at the south end of a property, which was clarified to be a turnaround required by fire code until the road is completed. The timing of completion depends on adjacent development phases and buildout. Staff confirmed that all plat discrepancies had been resolved with the developer and requirements for final plat approval were met, with bonding options available. Additional questions clarified that Laprille and Lynnfield roads are part of a different phase, Park Block 21 is outside the bounds of the plat and within the

unincorporated area of Kootenai County, and Tract A along the bike path is designated for stormwater control.

MOTION: Council Member Shafer motioned to approve a final plat and accept the public infrastructure and permit the mayor to sign the final plat contingent upon the completion of the following items as read. Council President Roetter provided the second.

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

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

C. **ACTION ITEM** Arts Commission Logo Contest

MOTION: Council Member DePriest motioned to approve the Arts Commission logo contest and monetary prize of \$200. Council President Roetter provided the second.

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

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

D. **ACTION ITEM** Consider the Appointment of Shana Wright to the Arts Commission

MOTION: Council Member DePriest motioned to approve the appointment of Shana Wright to the Arts Commission. Council President Roetter provided the second.

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

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

4. REPORTS

A. City Administrator Report and Calendar Review

Council was reminded that due to holiday scheduling, the sole meeting scheduled for the month will be held on Tuesday, November 18, rather than the usual second and fourth Tuesdays. The agenda packet is being prepared, and members were asked to review materials and submit questions in advance. Key items on the upcoming agenda include the comprehensive plan public hearing, the public hearing for expansion of the HURA district, and the 2024 audit report and acceptance. The meeting was split from this one to allow adequate preparation, with the goal of keeping it manageable in length.

B. Law Enforcement
None

C. Mayor/Council
None

5. REQUEST FOR FUTURE AGENDA ITEMS

None

6. ADJOURNMENT

The meeting was adjourned at 5:39 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

B. Approval of November 18, 2025 City Council Meeting Minutes

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

Tuesday, November 18, 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 5:00 PM.

ROLL CALL OF COUNCIL MEMBERS

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

PLEDGE OF ALLEGIANCE

Mayor Davis asked Council President Roetter to lead the pledge of allegiance.

ADDITIONS OR CORRECTIONS

1. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
 - A. Approval of October 28, 2025 City Council Meeting Minutes
 - B. Approval of November 3, 2025 Special City Council Meeting Minutes
 - C. Approval of Professional Services Agreement with Environment Control for Janitorial Services
 - D. Approval to Engage with Alpine Summit CPAs for Fiscal Year 2025 Audit
 - E. Approval of 2026 CdA School District 271 - City of Hayden Facilities Agreement
 - F. Approval of the Deferred Improvement Agreement with Family Motor Co, Inc.
 - G. Approval of Interstate Concrete & Asphalt Company Change Order No. 4 for the Ramsey Road Extension Project
 - H. Bills for Payment

MOTION: Council President Roetter motioned to approve the consent calendar as presented. 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.

2. **VISITOR/PUBLIC COMMENT** (3-minutes maximum)
None

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

A. 2045 Comprehensive Plan Update
After reading the procedures for a city-initiated public hearing, Mayor Davis opened the meeting at 5:03 p.m.

STAFF: Community Development Director Donna Phillips explained that the City of Hayden is concluding a multi-year process to update its Comprehensive Plan to the year 2045. The update is necessary because the previous plan, adopted in 2020, must evolve with changing conditions and meet Idaho State Code requirements, which now include 18 mandated planning elements.

The plan serves as a long-range guide for land use decisions, infrastructure planning, zoning considerations, and community vision. Staff reviewed the updated vision—emphasizing responsible growth, diverse housing options, support for small businesses, protection of natural resources, and maintaining the community’s character—and noted its alignment with previous goals. The presentation outlined the extensive public process since 2023, including surveys, workshops, open houses, consultant review, and coordination through 2025. Major updates include revised demographics showing an aging population and slower projected growth, updated land use designations and a new future land use map, adjustments to the area of impact, recognition of airport compatibility zones, and updated housing, economic, and transportation data.

The plan also incorporates updated parks, utilities, environmental information, local service descriptions, and a reorganized implementation appendix with 27 action items. Staff highlighted ongoing challenges such as housing affordability, limited vacancies, and the imbalance between residents who live and work in Hayden. The document includes updated maps, policies, and cross-references to ensure consistent long-range planning.

The Planning and Zoning Commission recommended approval, notices were properly issued, and the Council was invited to approve, continue, or deny the updated Comprehensive Plan.

QUESTIONS:

Council members asked whether the citizen survey can now be referenced during deliberations. Staff clarified that the survey is included in the Comprehensive Plan as a summary with a link to the full digital version. It may be used as supporting information, but not as a sole basis for approving or denying an application, findings must rely on the cumulative standards of approval.

Questions were also raised about inaccuracies in the environmentally sensitive areas map. Staff explained that the City relies on data from outside agencies, and since updated mapping has not been provided by the County or the all-hazards mitigation team, the City had to use the most recent available version, even though it is outdated.

In reference to Appendix A (implementation actions) it was asked whether it can be updated after adopting the plan. Staff confirmed that Appendix A can be revisited and revised in collaboration with the Planning & Zoning Commission after approval, consistent with the plan being a “living document.”

Another concern involved whether adoption of the updated plan would trigger citywide zone changes, as occurred after the adoption of the current plan. Staff clarified that no automatic zone changes will occur with this update, and any future zoning amendments would be a decision of the City Council, not staff. It was also clarified that the new “mixed commercial” designation is a land use category, not a zoning

district. Properties within this land use area currently retain their existing zoning. Property owners will need to independently apply for a zone map amendment if they wish to change to a zone that aligns with mixed-use or commercial development. The map shows that mixed commercial areas are generally located west of Highway 95.

PUBLIC COMMENT – None

Mayor Davis closed the public hearing at 5:42 p.m.

B. First Amendment to the Hayden Urban Renewal Capital Development Plan Hayden Urban Renewal Project of the Urban Renewal Agency of Hayden, Idaho

Mayor Davis opened the hearing at 5:43 p.m.

Meghan Conrad Attorney with Elam and Burke provided an overview and timeline of the amendment process.

Ms. Conrad explained that the amendment's primary purpose is to add 19.225 acres ("nodes") along key intersections on Government Way to the existing 720-acre urban renewal area. The added areas would allow the use of revenue allocation funds to improve traffic flow, enhance safety, and support planned public improvements. The amendment also updates project lists and brings the plan into compliance with statutory changes.

She summarized the constraints guiding the amendment, including the 10% value and 10% geographic limits, and confirmed the amendment falls well within both. The amendment does not extend the district's 2029 termination date (with final revenue received in 2030). Fire and ambulance districts must consent to be included in the new area, but lack of consent would only have a minor effect on projected revenues.

Ms. Conrad walked through the timeline of the two-year planning process, beginning in early 2024 with identification of amendment areas, followed by eligibility reports, drafting, extensive public meetings, and the formal review steps required by Idaho Code. All overlapping taxing districts were notified at least 30 days in advance of the hearing.

An overview of the economic feasibility study showed total projected revenue of about \$6.2 million through the end of the district, with the amendment area contributing a small portion. The agency's existing funds and projected revenues support a \$9.1 million project list, including improvements to the Civic Center, McIntire Family Park, and several major intersections.

Ms. Conrad noted that additional projects could be reprioritized based on funding availability, development activity, or grant opportunities. The feasibility study concludes that the overall project list is achievable within the remaining life of the district.

She closed by outlining next steps if Council adopts the ordinance, publication, recordation, and notifications that must be completed before December 31, 2025, in order to establish a January 1, 2025 base year for the amendment area.

QUESTIONS: Council Member White asked whether the Civic Center, City Hall, and McIntire Family Park, listed for nearly \$8 million in future improvements, were already within the existing urban renewal district, and staff confirmed that they are, meaning

the proposed expansion does not affect those properties. Council Member White then expressed concern that the project list appeared to shift focus away from the originally discussed road and intersection improvements and toward other "legacy" projects, questioning whether urban renewal would be funding these items entirely and whether priorities had changed.

Staff and legal counsel explained that the broader project list is required by recent legislation and is part of demonstrating the district's financial feasibility, not a final commitment to fund every item. They also clarified that the expansion itself is primarily to make the targeted intersections eligible for urban renewal investment, because URA legal counsel previously advised that funds cannot be spent at an intersection unless all parcels touching it are within the district boundary. The remainder of the list reflects eligible projects within the existing district and is intended to provide transparency about how remaining district funds might be used. Staff emphasized that actual project funding decisions will occur later and may involve partnerships or partial funding rather than relying solely on urban renewal dollars.

PUBLIC COMMENT
None

Mayor Davis closed the hearing at 6:10 p.m.

4. NEW BUSINESS

A. **ACTION ITEM** Fiscal Year 2024 Financial Audit

Toni Hackwith of Alpine Summit CPAs, presented the Fiscal Year 2024 financial audit results. She reported that the City received a clean, unmodified opinion on its financial statements, meaning they were found to be materially correct. The required report on internal controls and compliance was also clean, with the exception of one compliance finding related to a late report submission to the state, an issue attributed to staffing turnover and expected to be resolved going forward. Because the City expended more than \$750,000 in federal funds, a single audit was also performed, with no findings. Ms. Hackwith highlighted several financial trends, noting that governmental fund assets increased to nearly \$13 million, while the general fund balance rose from \$8.8 million to \$11.7 million, largely due to growth in property tax revenues, building permits, and investment income. Expenditures increased by about \$1 million, mainly from higher public safety contract costs and road maintenance work.

In the sewer funds, cash increased by \$11.1 million due to rate increases, development activity, and capital contributions for the H-6 lift station. Capital assets also grew with Phase 1 and 2 project work, and the fund recorded significant non-operating revenues, including a \$2 million ARPA grant and \$10 million in developer contributions. Overall, the sewer fund's net position increased by \$15.4 million. After summarizing the audit and financial highlights, the auditor invited questions, and council expressed appreciation for the progress made in stabilizing the City's financial operations.

MOTION: Council Member DePriest motioned to accept the Fiscal Year 2025 Audit. 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.

B. **ACTION ITEM** Ordinance Amending the Capital Development Plan and Revenue Allocation Area for the Hayden Urban Renewal District

MOTION: Council President Roetter moved to allow the ordinance to be read by title only, to suspend a rule of reading in full on three separate dates and approve the first reading. Council Member DePriest provided the second.

ROLL CALL VOTE:
Council Member Shafer Yes
Council Member White No
Council Member DePriest Yes
Council President Roetter Yes

The motion was approved by a majority vote in favor.

Mayor Davis read the ordinance by title only.

MOTION: Council Member DePriest moved to adopt the ordinance having passed its first reading by Title only and published by summary incorporating the Title as a core of the summary upon passage. Council President Roetter provided the second.

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.

C. **ACTION ITEM** PZE-0090 Marks Ranch Right-of-Way Vacation Ordinance

MOTION: Council President Roetter moved to allow the ordinance to be read by title only, to suspend a rule of reading in full on three separate dates and approve the first reading. Council Member Shafer provided the second.

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

The motion was approved by a unanimous vote in favor.

Mayor Davis read the ordinance by title only.

MOTION: Council Member DePriest moved to adopt the ordinance having passed its first reading by Title only and published by summary incorporating the Title as a core of the summary upon passage. 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.

D. **ACTION ITEM** Resolution Adopting 2045 Comprehensive Plan Update

MOTION: Council Member DePriest motioned to approve the resolution adopting the 2045 Comprehensive Plan update. 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.

5. REPORTS

A. City Administrator Report and Calendar Review

City Administrator Lisa Ailport provided updates on departmental reports and noted availability for additional questions. She offered further explanation on the area of impact (AOI) update, stating that the County's process has been delayed due to noticing errors in its combined public hearing for all AOI ordinances. As a result, full plan adoption is expected in mid-January, although there may still be progress on approving the required ACI map before the end of the year.

A question was raised regarding public comments from the Hayden Lake Watershed Association. Staff clarified that the map referenced had been reviewed by the Council earlier in the summer and involved three properties east of Lower Hayden Lake Road. Concerns about potential future development were noted, but staff emphasized that existing restrictions remain in place, annexation requests must come from property owners, and ACI placement does not obligate development.

The Council then discussed scheduling the year-end bill-pay meeting, which is needed to process final invoices and potentially hold a public hearing. After reviewing availability and noticing requirements, the Council agreed to hold the meeting on December 19 at 5:00 p.m.

B. Law Enforcement

Kootenai County Sheriff's Office Lt. Sifford presented the October law enforcement report, noting an increase in police-initiated activity (936 in October vs. 789 in September). Earlier fluctuations were due to discontinuing "directed patrol" call entries, though deputies continued the same level of patrol work. He highlighted rising trends in aggravated assaults, simple assaults, and thefts, with 15 aggravated assaults year-to-date, already exceeding previous years. October's single aggravated assault stemmed from a road-rage incident involving a juvenile displaying a BB gun. Agency assists, such as deputies backing up Idaho State Police on traffic stops, appear in the police-initiated totals. October also reflected 85 citations and 14 crashes, possibly influenced by targeted traffic emphasis areas. Priority 1 response times increased, though specific causes are unclear due to ongoing challenges with

accurately tracking multi-deputy responses. Mental-health-related calls continue to climb and are now a major driver of call volume. The council expressed appreciation for the deputies' continued service.

C. Mayor/Council

Council Member White reported on attending the regularly scheduled Airport Board meeting on November 12th, noting that this conflicted with the special city council meeting held the same day. The board discussed several operational topics, including snow removal, and announced that the airport control tower will transition to year-round operations, staffed daily from 7:00 a.m. to 5:00 p.m.

6. REQUEST FOR FUTURE AGENDA ITEMS

None

Mayor Davis called for a recess at 6:44 p.m.

Mayor Davis called the meeting back to order at 6:53 p.m.

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

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

MOTION: Council Member Shafer motioned for the meeting to enter executive session under Idaho Code 74-206(1)(f). 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. The meeting entered executive session at 6:53 p.m.

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

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

The motion was approved by a unanimous vote in favor. The meeting returned to regular session at 7:49 p.m.

8. ADJOURNMENT

The meeting was adjourned at 7:50 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

C. Approval of November 24, 2025 Special City Council Meeting Minutes

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

Monday, November 24, 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, Matthew Roetter, Tom Shafer, Sandra White.

PLEDGE OF ALLEGIANCE

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

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

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

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

ROLL CALL VOTE:	
Council Member White	No
Council Member DePriest	Yes
Council President Roetter	Yes
Council Member Shafer	Yes

The motion was approved by a majority vote in favor.

Council Member White left the meeting at 5:02 p.m.
The meeting entered executive session at 5:02 p.m.

Council President Roetter motioned that the meeting return to regular session. Council Member DePriest provided the second.

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

The motion was approved by a unanimous vote in favor by the members present and the meeting returned to regular session at 6:18 p.m.

Mayor Davis recessed the meeting at 6:18 p.m.
Mayor Davis called the meeting back to order at 6:23 p.m.

Council Member White returned to the meeting at 6:23 p.m.

2. UNFINISHED BUSINESS

- A. **ACTION ITEM** Agreement with Kootenai County to Provide Law Enforcement Services to the City of Hayden

MOTION: Council Member DePriest motioned to accept a 30-day extension to the existing law enforcement services contract, should it be offered by Kootenai County, and authorize the Mayor to sign the extension document. 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.

3. ADJOURNMENT

The meeting was adjourned at 6:26 p.m.

Abbi Sanchez, City Clerk

Alan Davis, Mayor

D. Approval of 2026 KTigers Taekwondo c/o Heungki Kim Contractual Services Agreement



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: December 1, 2025

Agenda Item: Approval of 2026 KTigers Taekwondo Contractual Services Agreement

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends approval of the 2026 KTigers Taekwondo Contractual Services Agreement.

Functional Impact of Authorizing

Approving the agreement allows the City of Hayden to offer reasonably priced Taekwondo lessons to youth and HIIT FIT classes to women to the community. As well, it allows the City the ability to offer a variety of special interest programs.

Functional Impact of Not Authorizing

If not approved, the amount of special interest programs offered through the City would be reduced, and a reasonably-priced option for children and women to take martial arts and fitness classes would be taken away.

Fiscal Impact

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

Budget Funding Source/Transfer Request

Revenues:

Martial Arts, GL# 110-740-44789

Expenses:

Advertising, GL# 110-711-55501

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

Office Supplies, GL# 110-711-56101

Attachment

2026 KTigers Taekwondo Contractual Services Agreement

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

This agreement of instruction between the city of Hayden, Idaho (City) and KTigers Taekwondo, c/o Heungki Kim, (Contractor) whose address is 411 W. Haycraft, Suite C-3, Coeur d'Alene, ID 83815, 208-664-9000.

The Contractor will provide instruction for the following program: Youth Martial Arts Lessons, Women's Kickboxing Class and other programs mutually agreed upon.

Location: KTigers Taekwondo Facility, 411 W. Haycraft, Suite C-3, Cd'A

Minimum Enrollment: 1 Maximum Enrollment: 25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Heungki Kim
CONTRACTOR

Date: 11/24/25

MAYOR

Date: _____

ATTEST:

Abbi Sanchez, City Clerk

- E. Approval of 2026 Basic Balance Gymnastics Contractual Services Agreement with Sheila Schmidt



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: December 3, 2025

Agenda Item: Approval of 2026 Basic Balance Gymnastics Contractual Services Agreement with Sheila Schmidt

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends approval of the 2026 Basic Balance Gymnastics Contractual Services Agreement with Sheila Schmidt.

Functional Impact of Authorizing

This contract is for youth gymnastics for ages 18 months to 6 years of age. It gives participants a lower-cost program along with the ability to continue through the City and possibly bring in more revenue.

Functional Impact of Not Authorizing

If not authorized, there would be no gymnastics program through the City at a reasonable cost, and it would reduce the special interest lessons offered by the City.

Fiscal Impact

Income and expenses were included in the 2026 budget for gymnastics. The program carries its own insurance. Also, classes would be held at Hayden Meadows Elementary, so the City's insurance would also be in effect for use of the facility.

Budget Funding Source / Transfer Request

Registration fees from gymnastics would be receipted into GL# 110-740-44798. Per the contract, the contractor would receive 80% for first three classes and 75% for additional classes. Payments will be made to the contractor from GL# 110-711-56108.

Attachment

The 2026 Basic Balance Gymnastics contractual services agreement is attached.

HAYDEN RECREATION & COMMUNITY EVENTS DEPARTMENT CONTRACTUAL SERVICES AGREEMENT

This agreement of instruction between the city of Hayden, Idaho (City) and Basic Balance Gymnastics c/o Sheila Schmidt (Contractor) whose address is P.O. Box 6, Greenacres, WA 99016, 509-993-0837, b.balancegymnastics@hotmail.com.

The Contractor will provide instruction for the following program: Youth Gymnastics Lessons.

Location: Hayden Meadows Elementary School or Mutually Agreed Upon Location

Minimum Enrollment: 4 Maximum Enrollment: 8 per class

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

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

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

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

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

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

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

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

discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.

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

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

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

Compensation to the City of Hayden for the above services shall be: 20% of the monies paid for registration for the first three classes, AND 25% for registration from additional classes after school rental fees have been deducted. Contractor shall receive the remainder of the monies as compensation.

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

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

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



CONTRACTOR

Date: 11/26/25

ALAN DAVIS, MAYOR

Date: _____

ATTEST:

Abbi Sanchez, City Clerk

- F. Approval of Professional Services Agreement with Hiller Fire for Inspections and Testing of City Hall Fire System



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, P.E., Public Works Director

Date: 12-3-2025

Agenda Item: Approval of Hiller Fire Safety Service Agreement for City Hall

Agenda Item Location

Consent Calendar

Recommended Action or Motion

City Staff recommends the approval and authorization of the mayor to sign the service agreement from Hiller Fire, not to exceed without prior authorization, for \$1,540.

Summary

This agreement from Hiller Fire is to perform inspections and testing for the City Hall fire system. This includes inspections on our fire extinguishers and system alarms. We are required to have our fire system inspected bi-annually and this agreement will help us fulfill that requirement.

Fiscal Impact

This scope of work and agreement is included in the FY2026 budget; therefore, this has no fiscal impact on the FY2026 budget.

Budget Funding Source / Transfer Request

GL Code #110-811-54301 – Building Maintenance and Repair

Attachment

Attached below is the Hiller Fire Safety and Service Agreement.



AGREEMENT made between The City of Hayden Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, HILLER FIRE, herein "CONSULTANT".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONSULTANT to perform the work as detailed in attachment 1 of this agreement.
2. PAYMENT: ENTITY agrees to pay CONSULTANT for their services rendered under this Agreement at the attached lump sum, as dictated by the Hayden City Council and communicated to the CONSULTANT. The parties agree that CONSULTANT will invoice ENTITY for payment under this Agreement for services rendered herein.
3. RIGHT OF CONTROL: CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. INDEPENDENT CONSULTANT RELATIONSHIP: CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.
6. LICENSES AND LAW: CONSULTANT represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONSULTANT further agrees to comply with all applicable laws in the performance of the services hereunder.

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

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

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

10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.

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

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

13. WAIVER OF CLAIMS: CONSULTANT, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

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

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

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

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

18. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and CONSULTANT employs ten (10) or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or

services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

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

DATED this _____ day of _____, 2025.

ENTITY:

Mayor

ATTEST:

City Clerk

CONSULTANT: HILLER FIRE

By



Owner

CINDY Macdonald
General Manager

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



From **Hiller Spokane**
10311 East Montgomery
Drive
Spokane Valley WA 99206
509-290-5447
hillerfire.com
WA CONT:
DFIREF*805OS, WA
ELEC: DFIREF*809N7, WA
LIC: 604643802, ID CONT:
FPSC-154, ID PW: 049359

Quote No. **2126444**
Type Inspection
Prepared By Angie Stamps
Created On 08/08/2025
Valid Until 11/30/2025

Quote For **CITY OF HAYDEN**
8930 N GOVERNMENT
WAY
HAYDEN ID 83835-9214

Description of Work

HILLER FIRE & LIFE SAFETY SERVICE AGREEMENT

EXECUTIVE SUMMARY

Local Presence. Global Strength.

Thank you for allowing The Hiller Companies, LLC. the opportunity to propose your Fire & Life Safety test & inspection services to protect your facility. For more than 100 years, we have been laser-focused on one goal, *making the world a safer place*. We believe in offering every client the personalized, hands-on service of a smaller company with the support and expertise of a global business. Hiller has invested in a team of technicians that are NICET, NFPA, and State certified, as applicable, with an average of over 15 years of experience. This agreement has been specifically developed to support your Fire & Life Safety systems compliance goals and demonstrate Hiller's capabilities to ensure proper documentation of all inspection and testing reports related to your facility.

Our customized approach, coupled with outstanding customer service, is the Hiller difference.

Technology and Compliance Driven Results powered by ServiceTrade, you can track and monitor each step of the process we use to maintain your fire protection systems. This application allows for online scheduling, report delivery, eQuotes, and access to service history records. Our customers can be assured that access to Hiller through ServiceTrade allows for stronger relationships through better communication, real-time perspective on compliance of your systems, and timely access to your reports.

HILLER PROMISE

Hiller is committed to maintaining compliance with NFPA and local standards, minimizing false alarms and business disruption, ensuring the safety of building occupants and staff, and keeping comprehensive service reports and documentation. Maximum uptime and reliability are a top priority and are accounted for with regularly scheduled testing and inspections of the fire and life safety systems. Employee safety and protecting company equipment and property are vital to business continuity and reputation. Ongoing testing, inspection, and maintenance services help keep your systems fully functional and costs down.

- AHJ / Compliance Engine by Brycer fees and online document submittal management unless listed in the scope of work.
- Any fee(s) associated with a billing portal to upload invoices will be added to the invoice.
- Price does not include labor and/or material for repairs, re-test fees, or troubleshooting.
- Due to safety requirements, interface devices that are not serviced by Hiller will not be tested without the service provider present (i.e.: fire doors, elevator and elevator shaft, sprinkler devices, hood suppression, etc.).
- Customer and/or Engineering staff to assist with auxiliary function testing and resetting of equipment (elevators, HVAC/mechanical equipment, power, etc.).
- Due to safety requirements, devices in the elevator & elevator shaft will not be tested unless a qualified elevator technician is on hand to lock out the elevator equipment. Return trips to test elevators not tested during the scheduled test date will be billed in addition to any quoted inspection price.
- Due to OSHA Safety Requirements, devices located in Pits are required to have 2 technicians. If a Backflow device is found to be in a Pit, additional charges will apply for a second technician.
- Special Access equipment: Ladders over 6, lift rentals, etc. are not included unless listed in the scope of work.
- Full access to all areas is to be provided by the facility's staff.
- A facility representative must be present with Hiller technicians when entering a residential space for fire/life safety testing only.
- Scope of work and pricing is based on device counts provided to Hiller via a previous test report or point list. Any additional devices found during the inspection will be subsequent to a change order.
- Prevailing wage, special wage, and/or certified payroll is excluded. Billing programs, special reporting systems, and/or any additional insurance beyond our standard coverage are excluded.
- If a purchase order is required, the customer is responsible for providing a purchase order prior to work being performed. Hiller reserves the right to withhold services and/or the final inspection report should a purchase order not be provided when required.
- Pricing does not include sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or will reimburse Seller if Seller is required to pay them. The buyer will provide tax exemption certificates or evidence of tax payment before work begins to be applicable.

SERVICE AGREEMENT CONTRACT SERVICE RATES

Contract Customer's Labor Rates

Hiller has an official Service Labor Rate Schedule. Service calls will be charged at the current published rate made available at the time of service. Service Labor Rate Schedule is subject to change at any time.

SERVICE TEAM

A significant benefit of your Service Agreement derives from having the trained building service personnel of Hiller familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

STANDBY TIME: Should our technician(s) be detained due to the effects of other trades and/or customers, this proposal will be subject to additional billing hours at Time & Material rates per hour. These hours will be added to your final invoicing.

CANCELLATION POLICY: Should customers cancel appt 48 hrs. or less before the confirmed appointment, Hiller reserves the right to charge customers 2 hrs. of labor per tech for cancellation, plus a service charge. These hours will be billed at the time of cancellation.

NO SHOW POLICY: Should a customer fail to show for a confirmed appointment, Hiller reserves the right to charge the customer 2 hrs. of labor per tech, plus a service charge. These hours will be billed at the time of scheduled appointment.

AGREEMENT TERMS

Period of Agreement: One year from approval

OUR SERVICES

Hiller will perform the testing and/or visual inspection of the system(s) below, using NFPA recommended frequencies and methods. Work to be performed during normal business hours (Monday - Friday, 7:00 AM - 4:00 PM). The customer shall provide an escort for full access to all areas/devices. If testing cannot be completed due to access restrictions during the scheduled service, additional fees shall apply. The customer will provide Hiller with a device points list and previous inspection reports.

SCOPE OF WORK

System	Quantity	Frequency	Due (Month/Year)
CLEAN AGENT	2	SEMI-ANNUAL	NOV 2025
EXTINGUISHER	6	ANNUAL	MAY 2026

1. AHJ COMPLIANCE ENGINE BY BRYCERS FEES AND ONLINE DOCUMENT SUBMITAL MANAGEMENT-COMPLIANCE ENGINE

2. ANNUAL FIRE EXTINGUISHER INSPECTION

- o *Service includes inspection of designated place, evaluation of visibility, access, and free from obstructions.*
- o *Verify that the pressure gauge reads is in the operable range.*
- o *Check the cylinder for damage.*
- o *Evaluate if the extinguisher is the proper classification for the hazard.*
- o *Determine the next service date of the cylinder (to include 6-year teardown or Hydro testing) by manufacture date or by service tags.*
- o *A master list indicating each fire extinguisher location, size, type, manufacturer, 6-year date, hydrostatic test date, and inspection frequency will be generated for each facility.*
- o *A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner in a timely manner.*

**** Excludes: New equipment, repairs, spares, extinguisher breakdowns, and hydro tests.**

3. SEMI-ANNUAL CLEAN AGENT SUPPRESSION SYSTEM INSPECTION

- o *Inspection and testing of the fire detection and control panel, cleaning and testing of the smoke detectors, inspection and testing of the pull stations, abort station, horns, strobes, and bells.*
- o *Service will include an inspection of the FM-200 tank hardware, agent distribution piping, and agent quantities.*
- o *If applicable, service will include an inspection of the pre-action fire sprinkler riser, alarm initiating devices, and a flow test of the riser.*
- o *A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the Owner in a timely manner.*

****PLEASE NOTE: Computer/Server Room Inspection, Test, and Maintenance Exclusion: Hiller is not responsible for any damage to computers/servers caused by sound and frequency to hard disc drives or solid-state drives, due to discharge of the installed system.**

Additional Services customer has declined and are EXCLUDED, but are required by fire code, and Hiller can provide upon request:

- ...

ASSUMPTIONS, CLARIFICATIONS AND CUSTOMER SPECIAL PROVISIONS

- Due to potential changes in tariffs and trade regulations, the cost of materials we use in our products may increase. If tariffs or additional trade costs are imposed on our materials, we may find it necessary to adjust our pricing accordingly. This adjustment is essential for Hiller to continue delivering the superior quality and service you expect from us.

EXCLUSIONS

Sales Tax, if applicable, is NOT included in the above price(s). Applicable sales taxes will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal is firm for 30 days.

We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

Due to global conditions, temporary delays in delivery, labor, or services from Hiller and its sub-suppliers or subcontractors may occur. Among other factors, Hiller delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors. Hiller reserves the right to make partial deliveries or modify its labor or services. While Hiller shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Services to be completed

[Fire Protection] Location - Building

Annual inspections of the extinguishers and semi-annual of the clean agent on site.

Estimated Completion: 11/01/2025 to 11/30/2025

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
33FEINSPATAXMPT	INSPECTION FIRE EXTINGUISHER ANNUAL T-EXEMPT	6	\$12.50	\$75.00
33CAINSPSTAXMPT	INSPECTION OF CLEAN AGENT SYSTEM SEMI-ANNUAL T-EXEMPT	4	\$275.00	\$1,100.00
33TRKCHARGE	TRUCK CHARGE T-EXEMPT	3	\$75.00	\$225.00
33FILINGFEE	CITY FILING FEE T-EXEMPT	4	\$35.00	\$140.00
			GRAND TOTAL	\$1,540.00

Terms and Conditions

Approval indicates acceptance of Hiller's Terms and Conditions found here [<https://hillerfire.com/terms-and-conditions-inspections-1/>]

(<https://hillerfire.com/terms-and-conditions-inspections-1/> "https://hillerfire.com/terms-and-conditions-inspections-1/")

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

- G. Approval of Professional Services Agreement with Hiller Fire for Fire System Management and Monitoring



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, P.E., Public Works Director

Date: 12-3-2025

Agenda Item: Approval of Hiller Fire Monitoring Agreement for City Hall

Agenda Item Location

Consent Calendar

Recommended Action or Motion

City Staff recommends the approval and authorization of the mayor to sign the quote from Hiller Fire, not to exceed without prior authorization, for \$588 per year.

Summary

This is a quote from Hiller Fire to manage our fire system and perform monitoring services for us. The owners of Firetronics sold their company last year to Hiller Fire. This agreement is for Hiller Fire to take over the monitoring services that we currently are receiving at the same price that we were paying with Firetronics.

Fiscal Impact

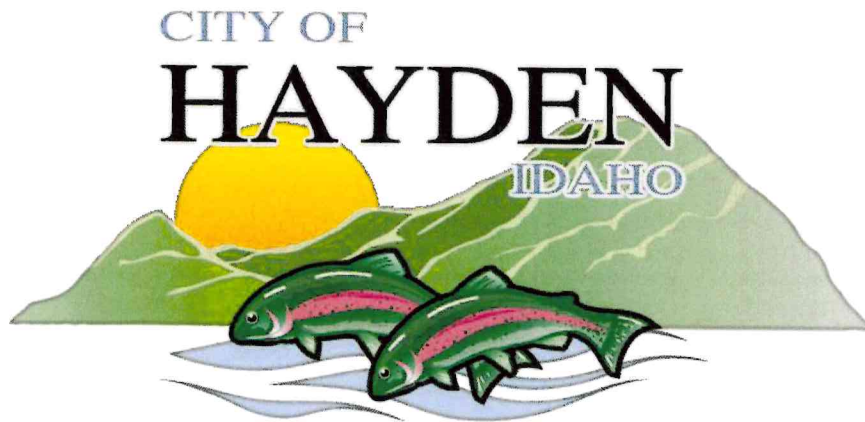
This scope of work and agreement is included in the FY2026 budget; therefore, this has no fiscal impact on the FY2026 budget.

Budget Funding Source / Transfer Request

GL Code #110-811-54301 – Building Maintenance and Repair

Attachment

Attached below is the Hiller Fire Monitoring Agreement.



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between The City of Hayden Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, HILLER FIRE, herein "CONSULTANT".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONSULTANT to perform fire alarm monitoring services for Hayden City Hall.
2. PAYMENT: ENTITY agrees to pay CONSULTANT for their services rendered under this Agreement at the attached lump sum, as dictated by the Hayden City Council and communicated to the CONSULTANT. The parties agree that CONSULTANT will invoice ENTITY for payment under this Agreement for services rendered herein.
3. RIGHT OF CONTROL: CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. INDEPENDENT CONSULTANT RELATIONSHIP: CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.
6. LICENSES AND LAW: CONSULTANT represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONSULTANT further agrees to comply with all applicable laws in the performance of the services hereunder.

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

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

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

10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.

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

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

13. WAIVER OF CLAIMS: CONSULTANT, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

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

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

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

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

18. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and CONSULTANT employs ten (10) or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or

services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

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

DATED this _____ day of _____, 2025.

ENTITY:

Mayor

ATTEST:

City Clerk

CONSULTANT: HILLER FIRE

By



Owner

Cindy Macdonald
General Manager

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



From Hiller Spokane
10311 East Montgomery
Drive
Spokane Valley WA 99206
509-290-5447
hillerfire.com
WA CONT:
DFIREF*805OS, WA
ELEC: DFIREF*809N7, WA
LIC: 604643802, ID CONT:
FPSC-154, ID PW: 049359

Quote No. 2126065
Type Sales
Prepared By Angie Stamps
Created On 08/06/2025
Valid Until 01/31/2026

Quote For CITY OF HAYDEN
8930 N GOVERNMENT
WAY
HAYDEN ID 83835-9214

Description of Work

FIRE ALARM MONITORING AGREEMENT

SUBSCRIBER ADDRESSES:
8930 N Government Way
Hayden, ID 83835

HILLER WILL PROVIDE THE SERVICES LISTED BELOW:

Services:

PROGRAM MONITORING INFORMATION INTO ON-SITE FIRE ALARM PANEL Y
PROGRAM MONITORING INFORMATION INTO ON-SITE SECURITY ALARM PANEL N
CENTRAL STATION MONITORING SERVICES PROVIDED:

Commercial Fire Alarm

TIMER TEST FREQUENCY: **Daily, Monthly**

OPEN / CLOSING REPORTS: Y/N

Frequency: **Daily, Weekly, Monthly**

SYSTEM REPORTS: Y/N

Frequency: **Daily, Weekly, Monthly**

COMMUNICATOR TYPE TO BE MONITORED

Primary Cellular Communicator

THE CONTRACT DATE BEGINS AT THE TIME HILLER ACTIVELY BEGINS MONITORING THE SYSTEM AND THE FULL ANNUAL AGREED AMOUNT WILL BE INVOICED AT THAT TIME UNLESS OTHERWISE SPECIFIED.

TO CUSTOMER:

- I understand the reliability of the internet transmission of alarm signals is dependent on the availability of local and wide area networks outside the control of Hiller

- I understand that a cellular communicator will aid in the transmission of alarm signals in the event the primary communication line (telephone or internet if used) is out of service for any reason
- I understand that a cellular communicator is the sole source for transmission of alarm signals to the central station
- I understand the reliability of the radio transmission of alarm signals is dependent on the availability of local and wide area networks outside the control of Hiller
- I understand that with the introduction of new technologies, phone companies are not supporting the maintenance of the copper phone lines and the reliability of those phone lines is out of the control of Hiller
- Provide and maintain (2) separate phone lines. One dedicated to the exclusive use of the Fire Alarm Panel. **Note: This is not required for cellular, radio, or IP communicators used as Sole Path.**

Services to be completed

[Alarm Monitoring] Location - Building

Annual monitoring of the fire alarm. This agreement will start on Jan 1, 2026.

Estimated Completion: 01/01/2026 to 12/31/2026

Parts, Labor, and Items	Quantity
FIRE ALARM MONITORING AGREEMENT ANNUAL BILLING T-EXEMPT	1
GRAND TOTAL	\$588.00

Terms and Conditions

Approval indicates acceptance of Hiller's Terms and Conditions found here [<https://hillerfire.com/terms-and-conditions-monitoring-1/>] (<https://hillerfire.com/terms-and-conditions-monitoring-1/> "https://hillerfire.com/terms-and-conditions-monitoring-1/")

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

H. Approval of Hiller Fire Quote to Install Fire Alarm System in the Public Works Facility



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, P.E., Public Works Director

Date: 12-3-2025

Agenda Item: Approval of Installing Hiller Fire Alarm System for Public Works Facility

Agenda Item Location

Consent Calendar

Recommended Action or Motion

City Staff recommends the approval and authorization of the mayor to sign the Installation Quote from Hiller Fire, not to exceed without prior authorization, for \$23,864.66.

Summary

This quote from Hiller Fire is to install a fire alarm system at the new public works facility office building. The buildings that we have acquired from the Lakes Highway District on Ramsey do not have any fire alarm system.

Fiscal Impact

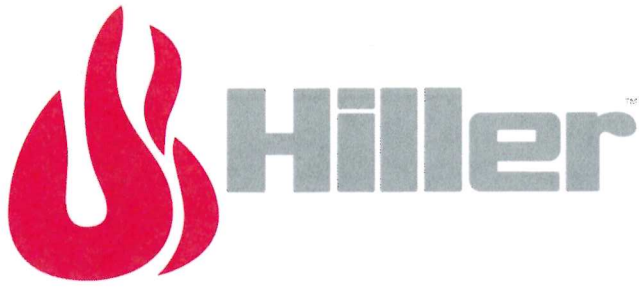
This scope of work is included in the FY2026 budget and is under the budgeted amount; therefore, this has no fiscal impact on the FY2026 budget.

Budget Funding Source / Transfer Request

GL Code #130-899-57756 – New PW Facility

Attachment

Attached below is the Hiller Fire Installation Quote.



From **Hiller Spokane**
10311 East Montgomery
Drive
Spokane Valley WA 99206
509-290-5447
hillerfire.com
WA CONT:
DFIREF*805OS, WA
ELEC: DFIREF*809N7, WA
LIC: 604643802, ID CONT:
FPSC-154, ID PW: 049359

Quote No. **2145385**
Type Installation
Prepared By Steven McCall
Created On 11/19/2025
Valid Until 12/19/2025

Quote For **CITY OF HAYDEN**
LAKES HIGHWAY
DISTRICT BUILDING
11341 N RAMSEY RD
HAYDEN ID 83835-9821

Description of Work

Hiller is pleased to provide the following proposal for the installation of a new fire alarm system. Thank you for this opportunity to earn your valued business! The Hiller Companies adheres to the business philosophy of being dedicated and fair to our customers, furnishing the highest quality material and workmanship, and assuring our customers of complete satisfaction. Please feel free to checkout our website at www.hillerfire.com.

Scope of Work: Hiller to provide all material, labor and equipment necessary to install a new fire alarm system. All work shall be in accordance with NFPA, local AHJ, and manufacturer's requirements.

CLARIFICATIONS:

- Dedicated 120VAC circuit to be brought to the fire alarm control panel by others.
- Any excessive stand by time or delays on-site and/or return trip beyond Hiller's control shall be billed additionally at Hiller normal hourly rate.
- Any additional AHJ requirements and/or additional required work found at time of remodel that is not within scope of work shall be quoted as additional and scheduled/performed once approved.
- Pricing to include applicable labor and/or mileage, if applicable.
- Price is based on work being performed Monday-Friday, 7 AM to 4 PM.
- All labor is calculated on a portal-to-portal basis and will be billed on a time and material basis. All time is rounded to whole hours.
- Price is based on the above-mentioned scope of work only. All other repairs/modifications will be additional, if required.
- Price is based on Hiller having unobstructed access to all required areas. Delays caused by inaccessibility shall result in additional fees.
- Hiller is not responsible for any customer loss due to unforeseen shutdowns activated by system testing (emergency power off, air handlers, building alarms, etc.), if applicable.
- Due to recent market volatility, supply chain interruptions, equipment and material shortages, this pricing is valid for **14 days** and may be repriced after this period should market conditions change and/or costs escalate due to price increases and/or surcharges from suppliers.
- Pricing **DOES NOT** include sales, use, excise or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or will reimburse Seller if Seller is required to pay them.
- **Buyer will provide tax exemption certificates or evidence of tax payment before work begins to be applicable.**

- Payment Terms: PRE-APPROVED NET-30 OR COD.
- Please add a 3% convenience fee if paying by credit card.

EXCLUSIONS:

- This proposal **DOES NOT** bonds, freight, shipping, OCIPs, fire stopping, re-acceptance testing, additional repair material, specialty equipment and/or labor that is not specified in this proposal, billing programs, special reporting systems, and/or any additional insurance beyond our standard coverage.
- Due to variances in projects and jurisdictional requirements and fees, Labor & Industries, local city and fire department permits and permit fees are not included, and billed additionally, as required.
- Due to limited attic access fire cable will be exposed above seven feet in areas where attic access is limited.

Services to be completed

[Alarm Systems] Location - Building

Install a new fire alarm system

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
77FAMISC	POTTER AFC -50 ADDRESSABLE FIRE ALARM CONTROL PANEL	1	\$1,393.00	\$1,393.00
PORA6500	160 Character LCD Annunciator	1	\$801.78	\$801.78
POPAD300PD	Photoelectric Smoke Detector	10	\$119.91	\$1,199.10
POPAD3006DB	6IN DETECTOR BASE	12	\$18.11	\$217.32
POPAD300HD	HEAT DETECTOR	2	\$104.55	\$209.10
POPAD100PSDA	ADDRESSABLE DUAL ACTION PULL STATION	2	\$208.18	\$416.36
88BAT12V8A	BATTERY 12V 8AH	2	\$45.00	\$90.00
NCSLEMAX2FIRE	CELL COMMUNICATOR	1	\$233.00	\$233.00
77FAMISC	CONDUIT, FIRE CABLE, BACKBOXES AND ELECTRICAL FITTINGS.	1	\$750.00	\$750.00
77DRAWFEE	SYSTEM DESIGN DRAWINGS, CALCS AND SUBMITTALS	1	\$3,985.00	\$3,985.00
77FALABREP	LABOR FIRE ALARM REPAIR REGULAR HOURS	94	\$155.00	\$14,570.00
			GRAND TOTAL	\$23,864.66

Terms and Conditions

Approval indicates acceptance of Hiller's Terms and Conditions found here [<https://hillerfire.com/terms-and-conditions-construction-1/>] (<https://hillerfire.com/terms-and-conditions-construction-1/> "https://hillerfire.com/terms-and-conditions-construction-1/")

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

- I. Approval of Access Unlimited & Security, Inc. Quote to Install Security System at Public Works Facility



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, P.E., Public Works Director

Date: 12-3-2025

Agenda Item: Approval of Installing Access Unlimited Security System at Public Works Facility

Agenda Item Location

Consent Calendar

Recommended Action or Motion

City Staff recommends the approval and authorization of the mayor to sign the Installation Quote from Access Unlimited, not to exceed without prior authorization, for \$21,169.70.

Summary

This quote from Access Unlimited is for installing a security camera system at the public works facility. The cameras to be installed will cover the surroundings of the public works facility on Ramsey Rd. City staff finds it important to have a security system to monitor city assets.

Fiscal Impact

This scope of work is included in the FY2026 budget and is under the budgeted amount; therefore, this has no fiscal impact on the FY2026 budget.

Budget Funding Source / Transfer Request

GL Code #130-899-57756 – New PW Facility

Attachment

Attached below is the Access Unlimited Installation Quote.

Invoicing Address:

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

City of Hayden, New Office Building
11341 N Ramsey Rd
Hayden ID 83835
United States

Shipping Address:

City of Hayden, New Office Building
11341 N Ramsey Rd
Hayden ID 83835
United States

Quotation # S05300

Quotation Date:

04/30/2025

Expiration:

11/21/2025

Salesperson:

Neil Lutsenhizer

Scope of Work

Surveillance

1. Installation of 10U Wall Mount Equipment Rack

- Select an appropriate location in the main office for the 10U wall mount equipment rack.
- Securely mount the equipment rack to the wall, ensuring it is level and properly anchored.

2. Installation of NVR, 24-Port Switch, UPS, and Patch Panel

- Install the Network Video Recorder (NVR) into the wall mount rack.
- Mount the 24-port switch in the rack and ensure all ports are accessible.
- Install the Uninterruptible Power Supply (UPS) in the rack and connect to the power source.
- Mount the patch panel in the rack and label all ports for easy identification.

3. Wall Mount 8 Port Network Switch in Outbuilding 1

- Terminate cabling pulled from main office and connect to switch.

3. Pulling Data Cabling

- Pull data cabling from the main office to outbuilding 1, ensuring proper routing and protection of cables.
- Continue pulling data cabling from outbuilding 1 to outbuilding 2, following the same guidelines.
- Pull data cabling to each camera location as indicated on the provided plans, ensuring cables are properly labeled and

organized.

4. Termination of Cabling

- Terminate data cabling at the NVR/switch location, ensuring secure and correct connections.
- Terminate cabling at each camera location, verifying proper connection and labeling.
- Test all terminations to ensure proper connectivity and functionality.

5. Connection and Configuration

- Connect terminated cables to the NVR, switch, UPS, and patch panel.
- Program the cameras into the surveillance system, assigning IP addresses and configuring settings as needed.
- Adjust camera views per the owner's specifications to ensure optimal coverage of designated areas.

6. Testing the System

- Conduct thorough testing of the entire surveillance system to verify proper functionality.
- Test each camera feed for video quality and network connectivity.
- Adjust camera settings and views as needed to meet the owner's requirements.
- Ensure all components (NVR, switch, UPS, and cameras) are operating correctly and efficiently.

Exclusions

- Patching and painting.
- Desktop PC's/monitors for viewing. Viewing software will be set up on cell phones.
- Anything outside above scope of work.

Description					
Surveillance					
1U WAVE PoE NVR (Intel based) with 4 Professional licenses, 8TB	1.00	2,388.88	Idaho	\$ 2,388.88	
	Units		Wholesale		
Line Interactive Smart-UPS with SmartConnect Port and SmartSlot, 1000VA/700W, 5-15R NEMA Outlets, 2U RMS	1.00	1,156.39	Idaho	\$ 1,156.39	
	Units		Wholesale		
CAT6 24-Port Patch Panel	1.00	83.99	Idaho	\$ 83.99	
	Units		Wholesale		
Strong® Wall Mount Rack System 10U	1.00	660.60	Idaho	\$ 660.60	
	Units		Wholesale		
Aruba Instant On 1930 24G Class4 PoE	1.00	864.00	Idaho	\$ 864.00	
	Units		Wholesale		

Aruba Instant On 1930 8G Class4 PoE 2SFP	1.00 Units	352.80	Idaho Wholesale	\$ 352.80
Network vandal outdoor Multi-sensor dome camera, panoramic view.	2.00 Units	2,065.49	Idaho Wholesale	\$ 4,130.98
Cap adapter	2.00 Units	56.25	Idaho Wholesale	\$ 112.50
Wall Mount Accessory	2.00 Units	59.25	Idaho Wholesale	\$ 118.50
Q network outdoor vandal dome camera, 4MP	1.00 Units	321.75	Idaho Wholesale	\$ 321.75
Cap adaptor	1.00 Units	25.50	Idaho Wholesale	\$ 25.50
Wall Mount Accessory	1.00 Units	59.25	Idaho Wholesale	\$ 59.25
Q network outdoor vandal bullet camera, 2MP	1.00 Units	289.92	Idaho Wholesale	\$ 289.92
CAT6 23/4 Direct Burial Cable, 1000', Black	0.50 Units	372.39	Idaho Wholesale	\$ 186.20
CAT6 Plenum Cable, 23/4 Solid BC, Unshielded, UTP, CMP/FT6, 1000' (304.8m) Reel in Box, Blue	0.85 Units	356.99	Idaho Wholesale	\$ 303.44
Misc Parts	1.00 Units	500.00	Idaho Wholesale	\$ 500.00
Lift	1.00 Units	1,000.00	Idaho Wholesale	\$ 1,000.00
Conduit	1.00 Units	500.00	Idaho Wholesale	\$ 500.00
Electrical Permit	1.00 Units	575.00	Idaho Wholesale	\$ 575.00
Labor	52.00 Hours	145.00	Idaho Wholesale	\$ 7,540.00
Subtotal				\$ 21,169.70

Untaxed Amount	\$ 21,169.70
Sales Tax Exempt	\$ 0.00
Total	\$ 21,169.70

Please submit all purchase orders to orders@ausecurity.net

Terms and Conditions

Contract Terms & Conditions Agreement:

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

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

Payment Access Unlimited & Security, Inc. shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within fifteen days of invoice. Payments not made by the 30th day will be considered delinquent and will be subject to a 1% per month charge (12% per year). Returned checks will be charged a fee of \$30.00. If Access Unlimited & Security, Inc. brings a legal action to collect any sums due under this Agreement, Access Unlimited & Security, Inc. shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees. All amounts are stated in US Dollars.

Warranties Access Unlimited & Security, Inc. represents and warrants to the undersigned:

1. It has the experience and ability to perform the services required by this Agreement;
2. That it will perform said services in a professional, competent and timely manner;
3. That its performance of this Agreement shall not infringe upon or violate the rights of any party, or violate any federal, state or municipal laws. Provided however, Access Unlimited & Security, Inc. shall retain exclusive control as to the general procedures and formats necessary in order for Access Unlimited & Security, Inc. to provide the services in this Agreement to the Client's satisfaction.

Confidentiality Access Unlimited & Security, Inc. recognizes and acknowledges that this Agreement creates a confidential relationship between Access Unlimited & Security, Inc. and Client and that information concerning Client's business affairs,

customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

Non-Disclosure Access Unlimited & Security, Inc. agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement if requested by Client, Access Unlimited & Security, Inc. will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Access Unlimited & Security, Inc. further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement. However, Access Unlimited & Security, Inc. will not be held liable for any damages inferred or incurred from disclosure of Confidential Information, accidental or otherwise.

Grant Access Unlimited & Security, Inc. agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Access Unlimited & Security, Inc. under this Agreement shall not affect Client's exclusive ownership of the work product.

Governing Law This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The Client agrees that venue shall be, at the election of Access Unlimited & Security, Inc., in the Spokane County Superior Court, Washington. The Client hereby consents to the jurisdiction of the Courts of the State of Washington in any matter pertaining to, or arising out of, this Agreement, or any other jurisdiction as dictated by Access Unlimited & Security, Inc.

Lawful Use of Services All services provided to Client by Access Unlimited & Security, Inc. Services may be used only for lawful purposes. Any use of these services for illegal or unlawful purposes shall be in violation of this agreement. Service will be terminated and all fees paid by Client will be forfeited in the event of any breach of these Terms and Conditions.

Entire Agreement and Notice This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Client may terminate services for whatever reason, but will be responsible for costs within the current service period and must give 30 days notice.

Authorized Signatures:

Total Due at Contract Signing: \$ _____

Additional Terms: 100 % of hardware due upon signing of contract with remainder due upon completion of contract terms. Calculation of down will be based on estimation of work to be done. Cancellation by customers shall result in a forfeiture of deposit.

BY: _____
TITLE: _____
SIGNATURE: _____

Payment Terms

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

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

Report any discrepancies immediately.

Please reference invoice number during payment.

J. Approval of Fiscal Year 2024 4th Quarter Financials



Memo

To: Mayor and Hayden City Council

From: Jennifer Gahringer, Finance Director

Date: December 9, 2025

Agenda Item: Approval and Authorization to publish the Fiscal Year 2024 Q4 Financial Report

Agenda Item Location

Consent

Background and Recommended Action or Motion

Staff recommends approval of and authorization to publish FY2024 Quarter 4 Financial Report on the City's website, pursuant to Idaho Code §50-1011 and §50-208.

Per Idaho Code quarterly financials are required to be posted within 30 days of quarter ending. This presentation to council is the compliance with this requirement. In order to be fully in compliance with the law, the publication shall also be either published in the paper or placed on the city's website for review by the public. The City has historically placed its financial reports on the website and this time staff is asking for the same authorization.

Functional Impact of Authorizing

In accordance with the laws of Idaho, the filing is required by the city. Authorization to comply with the law is required in order for the document to be placed on the city's website.

Functional Impact of Not Authorizing

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

Fiscal Impact

There is no fiscal impact with this decision.

Attachment

Publication report of the FY2024 Quarter 4 financial records.

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN

Balance As of 09/30/2024
(Required by Idaho Code 50-1011)

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024	% Bdgt Used
Fund: 110 GENERAL FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	634,312.00		0.00
TAX	REAL PROPERTY TAXES	2,496,523.00	2,517,829.51	100.85
SALESUSE	GENERAL SALES/USE TAX	1,917,184.00	1,808,555.21	94.33
FRANCH	FRANCHISE FEES	230,500.00	352,012.98	152.72
CD	COMMUNITY DEVELOPMENT FEES	679,000.00	1,407,408.74	207.28
L&P	LICENSES & PERMITS	70,620.00	176,092.50	249.35
INERGOV	INTERGOVERNMENTAL REVENUE	2,068,321.00	2,282,901.34	110.37
STGRNTS	STATE GOVERNMENT GRANTS	300.00	350.00	116.67
CHGS	CHARGES FOR SERVICES	66,296.00	63,925.57	96.42
TRFINES	TRAFFIC FINES	30,000.00	52,326.09	174.42
INT	INTEREST REVENUES	1,000.00	172,049.11	17,204.91
PSD	PRIVATE SOURCE DONATIONS	0.00	11,860.86	100.00
OTHER	OTHER FINANCING SOURCES	0.00	61,967.76	100.00
PAD	PROCEEDS FROM CAPITAL ASSET DISPOSIT	9,000.00	14,790.32	164.34
RPROG	RECREATION PROGRAMS	136,475.00	190,703.84	139.74
EVENTREV	COMMUNITY EVENT REVENUE	20,425.00	28,774.00	140.88
TAXNOT	TAXES NOT ON VALUE	0.00	5,933.80	100.00
REFUND/REIMB	REFUND/REIMBURSEMENT	0.00	2,350.60	100.00
Revenues		8,359,956.00	9,149,832.23	109.45
Account Category: Expenditures				
EVENTEXP	COMMUNITY EVENT EXPENSES	32,350.00	31,887.19	98.57
SAL	SALARIES & BENEFITS	3,307,426.00	3,158,504.87	95.50
OP	OPERATING EXPENSES	2,112,358.00	1,854,311.87	87.78
IT	INFORMATION TECHNOLOGY	119,480.00	123,864.65	103.67
VEH	EQUIPMENT/VEHICLE MAINTENANCE & FUEL	201,050.00	147,802.16	73.52
ROAD	ROAD MAINTENANCE	1,615,666.00	1,287,467.00	79.69
CAP	CAPITAL PURCHASES & PROJECTS	30,000.00		0.00
CLP	CAPITAL LEASE PRINCIPAL	30,461.00	29,404.43	96.53
CLI	CAPITAL LEASE INTEREST	5,943.00	6,890.77	115.95
OUT	TRANSFERS OUT	902,222.00	902,222.00	100.00
EMERGENCY	EMERGENCY PREPAREDNESS	3,000.00	4,420.67	147.36
Expenditures		8,359,956.00	7,546,775.61	90.27
Fund 110 - GENERAL FUND:				
TOTAL REVENUES		8,359,956.00	9,149,832.23	109.45
TOTAL EXPENDITURES		8,359,956.00	7,546,775.61	90.27
NET OF REVENUES & EXPENDITURES:		0.00	1,603,056.62	
Fund: 112 HONEYSUCKLE BOAT LAUNCH FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	71,807.00		0.00
L&P	LICENSES & PERMITS	36,000.00	52,054.00	144.59
INT	INTEREST REVENUES	2,500.00	5,852.69	234.11
Revenues		110,307.00	57,906.69	52.50
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	70,307.00		0.00
OP	OPERATING EXPENSES	25,000.00	25,713.49	102.85
CAP	CAPITAL PURCHASES & PROJECTS	15,000.00		0.00
Expenditures		110,307.00	25,713.49	23.31
Fund 112 - HONEYSUCKLE BOAT LAUNCH FUND:				
TOTAL REVENUES		110,307.00	57,906.69	52.50
TOTAL EXPENDITURES		110,307.00	25,713.49	23.31
NET OF REVENUES & EXPENDITURES:		0.00	32,193.20	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN
Balance As of 09/30/2024

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024	% Bdgt Used
Fund: 113 VETERANS MEMORIAL FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	13,828.00		0.00
INT	INTEREST REVENUES	400.00	911.43	227.86
PSD	PRIVATE SOURCE DONATIONS	1,500.00	1,550.00	103.33
Revenues		15,728.00	2,461.43	15.65
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	13,728.00		0.00
OP	OPERATING EXPENSES	2,000.00	2,335.92	116.80
Expenditures		15,728.00	2,335.92	14.85
Fund 113 - VETERANS MEMORIAL FUND:				
TOTAL REVENUES		15,728.00	2,461.43	15.65
TOTAL EXPENDITURES		15,728.00	2,335.92	14.85
NET OF REVENUES & EXPENDITURES:		0.00	125.51	
Fund: 114 COUNCIL MEDIA CENTER FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	12,996.00		0.00
INT	INTEREST REVENUES	400.00	746.31	186.58
Revenues		13,396.00	746.31	5.57
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	10,396.00		0.00
CAP	CAPITAL PURCHASES & PROJECTS	3,000.00	2,329.08	77.64
Expenditures		13,396.00	2,329.08	17.39
Fund 114 - COUNCIL MEDIA CENTER FUND:				
TOTAL REVENUES		13,396.00	746.31	5.57
TOTAL EXPENDITURES		13,396.00	2,329.08	17.39
NET OF REVENUES & EXPENDITURES:		0.00	(1,582.77)	
Fund: 120 IMPACT FEE CIRCULATION FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	1,924,172.00		0.00
CD	COMMUNITY DEVELOPMENT FEES	0.00	4,634.68	100.00
STGRNTS	STATE GOVERNMENT GRANTS	679,000.00	198,826.45	29.28
INT	INTEREST REVENUES	35,357.00	96,556.17	273.09
DIMP	DEVELOPMENT IMPACT FEES	397,814.00	1,017,470.49	255.77
Revenues		3,036,343.00	1,317,487.79	43.39
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	375,943.00		0.00
PPC	PLANNED PROJECTS	2,660,400.00	1,983,734.59	74.57
Expenditures		3,036,343.00	1,983,734.59	65.33
Fund 120 - IMPACT FEE CIRCULATION FUND:				
TOTAL REVENUES		3,036,343.00	1,317,487.79	43.39
TOTAL EXPENDITURES		3,036,343.00	1,983,734.59	65.33
NET OF REVENUES & EXPENDITURES:		0.00	(666,246.80)	
Fund: 121 IMPACT FEE PARKS FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	1,544,391.00		0.00
INERGOV	INTERGOVERNMENTAL REVENUE	500,000.00	792,238.56	158.45
STGRNTS	STATE GOVERNMENT GRANTS	540,000.00		0.00
INT	INTEREST REVENUES	0.00	80,783.55	100.00
DIMP	DEVELOPMENT IMPACT FEES	250,000.00	742,510.00	297.00
Revenues		2,834,391.00	1,615,532.11	57.00
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	947,391.00		0.00
OP	OPERATING EXPENSES	0.00	44,528.00	100.00
PPC	PLANNED PROJECTS	1,887,000.00	815,900.98	43.24
Expenditures		2,834,391.00	860,428.98	30.36
Fund 121 - IMPACT FEE PARKS FUND:				
TOTAL REVENUES		2,834,391.00	1,615,532.11	57.00
TOTAL EXPENDITURES		2,834,391.00	860,428.98	30.36
NET OF REVENUES & EXPENDITURES:		0.00	755,103.13	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN
Balance As of 09/30/2024

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024	% Bdgt Used
Fund: 122 IMPACT FEE LAW ENFORCEMENT FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	5,000.00		0.00
INT	INTEREST REVENUES	0.00	3,300.65	100.00
Revenues		5,000.00	3,300.65	66.01
Account Category: Expenditures				
PPC	PLANNED PROJECTS	5,000.00		0.00
Expenditures		5,000.00	0.00	0.00
Fund 122 - IMPACT FEE LAW ENFORCEMENT FUND:				
TOTAL REVENUES		5,000.00	3,300.65	66.01
TOTAL EXPENDITURES		5,000.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	3,300.65	
Fund: 123 2004-1 ENHANCEMENT LID FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	261,385.00		0.00
SPAS	SPECIAL ASSESSMENTS	37,161.00	42,965.17	115.62
INT	INTEREST REVENUES	6,000.00	15,906.18	265.10
Revenues		304,546.00	58,871.35	19.33
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	259,198.00		0.00
SAL	SALARIES & BENEFITS	4,018.00	4,396.30	109.42
OP	OPERATING EXPENSES	40.00		0.00
DBT	DEBT SERVICE	41,290.00	41,290.00	100.00
Expenditures		304,546.00	45,686.30	15.00
Fund 123 - 2004-1 ENHANCEMENT LID FUND:				
TOTAL REVENUES		304,546.00	58,871.35	19.33
TOTAL EXPENDITURES		304,546.00	45,686.30	15.00
NET OF REVENUES & EXPENDITURES:		0.00	13,185.05	
Fund: 130 MAJOR CAPITAL PROJECTS FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	1,370,127.00		0.00
IN	TRANSFERS IN	902,222.00	902,222.00	100.00
Revenues		2,272,349.00	902,222.00	39.70
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	115,529.00		0.00
CAP	CAPITAL PURCHASES & PROJECTS	2,033,833.00	3,695,085.32	181.68
PPC	PLANNED PROJECTS	122,987.00	2,821.12	2.29
Expenditures		2,272,349.00	3,697,906.44	162.73
Fund 130 - MAJOR CAPITAL PROJECTS FUND:				
TOTAL REVENUES		2,272,349.00	902,222.00	39.70
TOTAL EXPENDITURES		2,272,349.00	3,697,906.44	162.73
NET OF REVENUES & EXPENDITURES:		0.00	(2,795,684.44)	
Fund: 131 PAYMENT IN-LIEU OF IMPROVEMENTS				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	356,544.00		0.00
INT	INTEREST REVENUES	8,000.00	20,095.58	251.19
Revenues		364,544.00	20,095.58	5.51
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	354,544.00		0.00
PIL	PAYMENT IN LIEU OF PROJECT EXPENSE	10,000.00		0.00
Expenditures		364,544.00	0.00	0.00
Fund 131 - PAYMENT IN-LIEU OF IMPROVEMENTS:				
TOTAL REVENUES		364,544.00	20,095.58	5.51
TOTAL EXPENDITURES		364,544.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	20,095.58	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN
Balance As of 09/30/2024

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024	% Bdgt Used
Fund: 180 CITY MUSEUM FIDUCIARY FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	1,117.00		0.00
INT	INTEREST REVENUES	45.00	62.81	139.58
Revenues		1,162.00	62.81	5.41
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	1,162.00		0.00
Expenditures		1,162.00	0.00	0.00
Fund 180 - CITY MUSEUM FIDUCIARY FUND:				
TOTAL REVENUES		1,162.00	62.81	5.41
TOTAL EXPENDITURES		1,162.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	62.81	
Fund: 185 SEWER CONNECTION ASSISTANCE FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	12,376.00		0.00
INT	INTEREST REVENUES	495.00	698.46	141.10
Revenues		12,871.00	698.46	5.43
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	9,871.00		0.00
CAP	CAPITAL PURCHASES & PROJECTS	3,000.00		0.00
Expenditures		12,871.00	0.00	0.00
Fund 185 - SEWER CONNECTION ASSISTANCE FUND:				
TOTAL REVENUES		12,871.00	698.46	5.43
TOTAL EXPENDITURES		12,871.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	698.46	
Fund: 210 SEWER OPER. & MAINT. FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	3,134,355.00		0.00
SEW	SEWERAGE CHARGES	5,040,816.00	5,315,118.38	105.44
INT	INTEREST REVENUES	5,000.00	6,838.37	136.77
OTHER	OTHER FINANCING SOURCES	0.00	227,425.35	100.00
Revenues		8,180,171.00	5,549,382.10	67.84
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	2,472,335.00		0.00
SAL	SALARIES & BENEFITS	356,670.00	268,621.88	75.31
OP	OPERATING EXPENSES	3,409,267.00	3,449,085.01	101.17
VEH	EQUIPMENT/VEHICLE MAINTENANCE & FUEL	2,200.00	1,380.89	62.77
CAP	CAPITAL PURCHASES & PROJECTS	327,300.00		0.00
OUT	TRANSFERS OUT	1,425,070.00	726,242.00	50.96
LPRM	LIFT PUMP STATION R&M	119,329.00	99,092.77	83.04
LPUT	LIFT PUMP STATION UTILITIES	68,000.00	58,323.35	85.77
PENS	PENSION EXPENSE	0.00	4,103.00	100.00
Expenditures		8,180,171.00	4,606,848.90	56.32
Fund 210 - SEWER OPER. & MAINT. FUND:				
TOTAL REVENUES		8,180,171.00	5,549,382.10	67.84
TOTAL EXPENDITURES		8,180,171.00	4,606,848.90	56.32
NET OF REVENUES & EXPENDITURES:		0.00	942,533.20	

QUARTERLY FINANCIAL REPORT FOR CITY OF HAYDEN
Balance As of 09/30/2024

GL Number	Description	23-24 Amended Budget	YTD Balance 09/30/2024	% Bdgt Used
Fund: 211 SEWER CAPITALIZATION FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	4,000,000.00		0.00
SEW	SEWERAGE CHARGES	1,841,508.00	4,441,439.40	241.18
INT	INTEREST REVENUES	14,000.00	36,184.81	258.46
OTHER	OTHER FINANCING SOURCES	4,909,454.00		0.00
PPC	PLANNED PROJECTS	0.00	7,067,354.00	100.00
FDGRNTS	FEDERAL GOVERNMENT GRANTS	0.00	2,000,000.00	100.00
AGTIF	AGENCY FINANCING	0.00	3,029,384.28	100.00
Revenues		10,764,962.00	16,574,362.49	153.97
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	2,328,642.00		0.00
OP	OPERATING EXPENSES	913,320.00	2,316,322.03	253.62
CAP	CAPITAL PURCHASES & PROJECTS	7,523,000.00	494,077.98	6.57
Expenditures		10,764,962.00	2,810,400.01	26.11
Fund 211 - SEWER CAPITALIZATION FUND:				
TOTAL REVENUES		10,764,962.00	16,574,362.49	153.97
TOTAL EXPENDITURES		10,764,962.00	2,810,400.01	26.11
NET OF REVENUES & EXPENDITURES:		0.00	13,763,962.48	
Fund: 212 WASTEWATER REVENUE BOND FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	425,843.00		0.00
IN	TRANSFERS IN	1,225,070.00	526,242.00	42.96
INT	INTEREST REVENUES	0.00	86,788.92	100.00
Revenues		1,650,913.00	613,030.92	37.13
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	553,232.00		0.00
DBT	DEBT SERVICE	1,097,681.00	107,498.18	9.79
Expenditures		1,650,913.00	107,498.18	6.51
Fund 212 - WASTEWATER REVENUE BOND FUND:				
TOTAL REVENUES		1,650,913.00	613,030.92	37.13
TOTAL EXPENDITURES		1,650,913.00	107,498.18	6.51
NET OF REVENUES & EXPENDITURES:		0.00	505,532.74	
Fund: 213 SEWER ASSET REPLACEMENT FUND				
Account Category: Revenues				
FBCO	FUND BALANCE CARRYOVER	934,200.00		0.00
IN	TRANSFERS IN	200,000.00	200,000.00	100.00
INT	INTEREST REVENUES	37,368.00		0.00
Revenues		1,171,568.00	200,000.00	17.07
Account Category: Expenditures				
FBCO	FUND BALANCE CARRYOVER	1,171,568.00		0.00
Expenditures		1,171,568.00	0.00	0.00
Fund 213 - SEWER ASSET REPLACEMENT FUND:				
TOTAL REVENUES		1,171,568.00	200,000.00	17.07
TOTAL EXPENDITURES		1,171,568.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	200,000.00	
Report Totals:				
TOTAL REVENUES - ALL FUNDS		39,098,207.00	36,065,992.92	92.24
TOTAL EXPENDITURES - ALL FUNDS		39,098,207.00	21,689,657.50	55.47
NET OF REVENUES & EXPENDITURES:		0.00	14,376,335.42	

- K. Acceptance of Grant of Easement and Right-of-way Dedication and Acceptance of Public Infrastructure Associated with Hess St North, LLC Site Plan



Memo

To: Mayor and Hayden City Council

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

Date: 12/4/2025

Agenda Item: Acceptance of Grant of Easement and Right-of-way Dedication and Acceptance of Public Infrastructure Associated with Hess St North, LLC Site Plan

Agenda Item Location

Consent

Background and Recommended Action or Motion

Hess St North, LLC has submitted site plans for a new commercial structure at 9069 N Hess Street and has provided the dedication of right-of-way and grant of easement, and constructed the frontage improvements required by Hayden City Code 11-4-7(c).

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

Functional Impact of Authorizing

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

Functional Impact of Not Authorizing

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

Fiscal Impact

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

Budget Funding Source / Transfer Request

N/A

Attachment

Grant of Easement and Right-of-Way Dedication

Figure 1 - Vicinity Map



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

Document Title: GRANT OF EASEMENT
Grantor(s): Hess St. North, LLC
Grantee(s): City of Hayden
Legal Description: Adjusted Lot 7, Block 4, Davis Center
Assessor's Tax Parcel Number: H-2040-004-007A

GRANT OF EASEMENT

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

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

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

For legal description and additional conditions, see **Exhibits "A" and "A-1"** attached

hereto and made a part hereof.

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

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

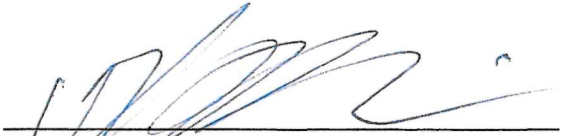
CITY OF HAYDEN

Attest:

City Clerk

By: _____
Mayor

DATED this _____ day of _____, 2025.

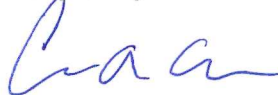


Managing Member of Hess St. North, LLC

STATE OF IDAHO)
) ss
County of Kootenai)

On this 10th day of October 2025, before me, a Notary for the state of Idaho, personally appeared Wade Dabill known, or identified to be a member of the limited liability company Hess St. North, LLC that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that are authorized to execute said instrument.

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



Notary Public in and for the State of Idaho,
Residing at: Hayden
My commission expires: 12-28-27





Advanced Technology Surveying & Engineering

EXHIBIT A
GRANT OF EASEMENT
DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 7, BLOCK 4, DAVIS CENTER AS RECORDED WITH KOOTENAI COUNTY IN BOOK "G" OF PLATS AT PAGE 082; SITUATE IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN. CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7, THENCE ALONG THE NORTH BOUNDARY OF SAID LOT SOUTH 89°42'33" WEST, 7.51 FEET TO THE TRUE **POINT-OF-BEGINNING**;

THENCE, SOUTH 02°11'04" WEST, 90.10 FEET TO A POINT THE SOUTH LINE OF SAID LOT;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°42'28" WEST, 10.01 FEET;

THENCE, NORTH 02°11'04" EAST, 90.09 FEET TO A POINT ON THE NORTH LINE OF SAID LOT;

THENCE ALONG SAID NORTH LINE, NORTH 89°42'33" EAST, 10.01 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 0.021 ACRES OR 901 SQUARE FEET, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

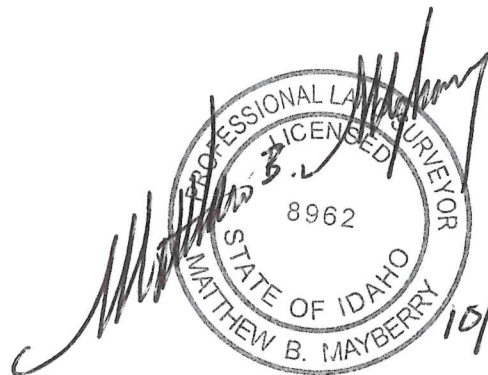
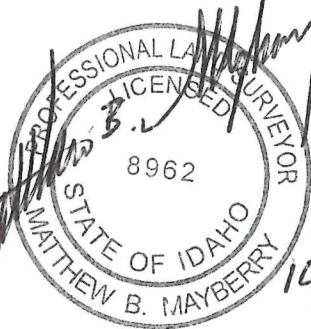
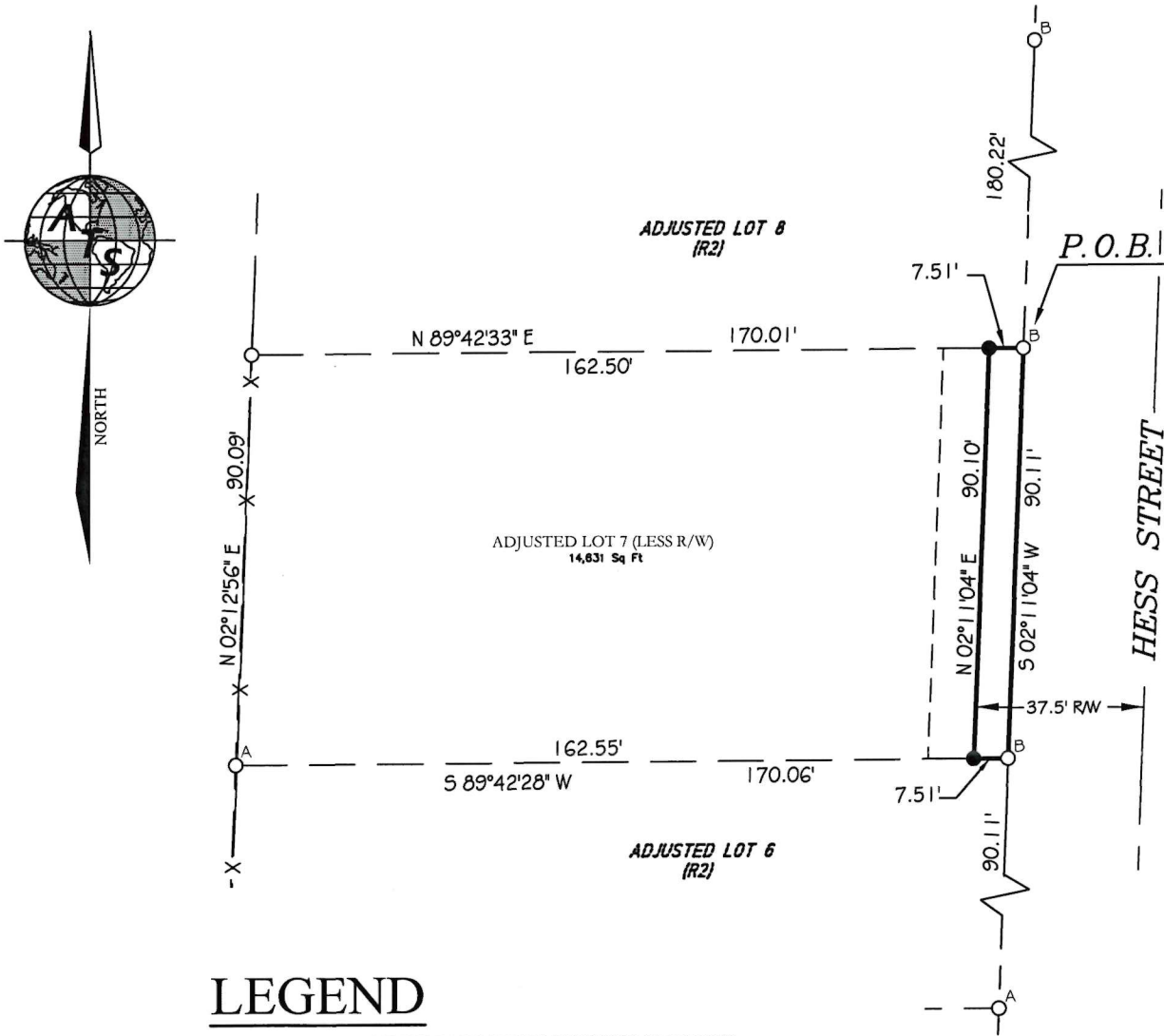


10/10/25

EXHIBIT A-1

RIGHT OF WAY DEDICATION

PORTION OF LOT 7, BLOCK 4, DAVIS CENTER
SECTION 23, TOWNSHIP 51 NORTH, RANGE 04 WEST, B.M.,
CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO



LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "ATS PLS 8962"
- FOUND 5/8" REBAR, NO CAP
- ^A FOUND 5/8" REBAR & CAP "ATS PLS 8962" (R-2)
- ^B FOUND 5/8" REBAR & CAP "PLS 6602"
- COMPUTED POINT (NOTHING FOUND OR SET)
- PROPERTY BOUNDARY
- - - EXISTING LOT LINES
- - - EASEMENT LINE
- R.O.W. CENTER LINE
- X — EXISTING FENCE
- EXISTING R.O.W.

GRAPHIC SCALE



SCALE: 1" = 40'



**ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING**
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: 1"=40'
CHECKED BY: MM
DATE: 08-14-2025
DRAWN BY: TWW
DATE: 08-14-2025
DWG: EXHIBITS
PROJ: 25-093

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

Document Title: GRANT OF EASEMENT
Grantor(s): Hess St North, LLC
Grantee(s): City of Hayden
Legal Description: Adjusted Lot 7m Block 4, Davis Center
Assessor's Tax Parcel Number: H-2040-004-007A

GRANT OF EASEMENT

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

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

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

For legal description and additional conditions, see **Exhibits "A" and "A-1"** attached hereto and made a part hereof.

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

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


CITY OF HAYDEN

Attest:

City Clerk

By: _____
Mayor

DATED this _____ day of _____, 2025.




Managing Member of Hess St. North, LLC

STATE OF IDAHO)
) ss
County of Kootenai)

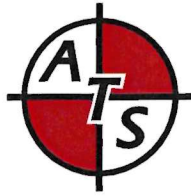
On this 10th day of October 2025, before me, a Notary for the state of Idaho, personally appeared Wade Dabill known, or identified to be a member of the limited liability company Hess St. North, LLC that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that are authorized to execute said instrument.

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





Notary Public in and for the State of Idaho,
Residing at: Hayden
My commission expires: 12-28-27



Advanced Technology Surveying & Engineering

EXHIBIT A
RIGHT-OF-WAY DEDICATION
DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 7, BLOCK 4, DAVIS CENTER AS RECORDED WITH KOOTENAI COUNTY IN BOOK "G" OF PLATS AT PAGE 082; SITUATE IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN. CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7, WITNESSED BY A 5/8" REBAR & CAP "PLS 6602";

THENCE ALONG THE EAST BOUNDARY OF SAID LOT SOUTH 02°11'04" WEST, 90.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7, WITNESSED BY A 5/8" REBAR & CAP "PLS 6602";

THENCE ALONG THE SOUTH LINE OF SAID LOT, SOUTH 89°42'28" WEST, 7.51 FEET;

THENCE, NORTH 02°11'04" EAST, 90.10 FEET TO A POINT ON THE NORTH LINE OF SAID LOT;

THENCE ALONG SAID NORTH LOT LINE, NORTH 89°42'33" EAST, 7.51 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 0.016 ACRES OR 676 SQUARE FEET, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

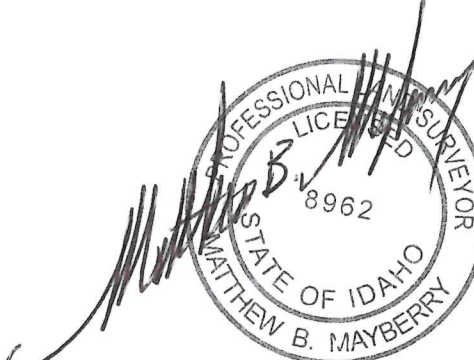

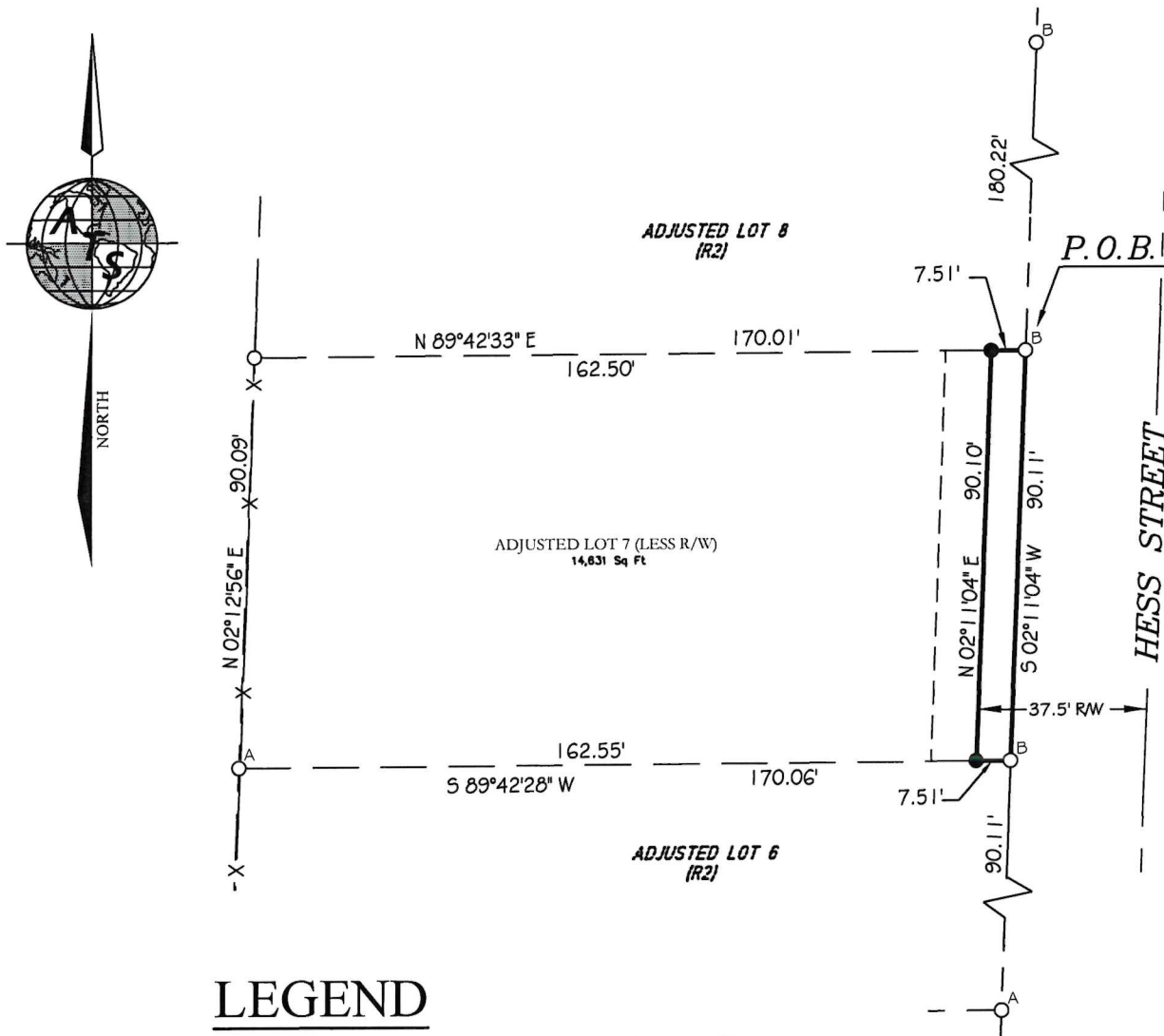


10/10/25

EXHIBIT A-1

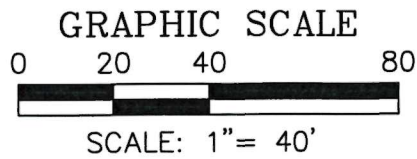
RIGHT OF WAY DEDICATION

PORTION OF LOT 7, BLOCK 4, DAVIS CENTER
SECTION 23, TOWNSHIP 51 NORTH, RANGE 04 WEST, B.M.,
CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO



LEGEND

- SET 5/8" BY 30° REBAR WITH PLASTIC CAP MARKED "ATS PLS 8962"
- FOUND 5/8" REBAR, NO CAP
- ^A FOUND 5/8" REBAR & CAP "ATS PLS 8962" (R-2)
- ^B FOUND 5/8" REBAR & CAP "PLS 6602"
- COMPUTED POINT (NOTHING FOUND OR SET)
- PROPERTY BOUNDARY
- - - - - EXISTING LOT LINES
- - - - - EASEMENT LINE
- - - - - R.O.W. CENTER LINE
- X - EXISTING FENCE
- - - - - EXISTING R.O.W.





**ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING**
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: 1"=40'

CHECKED BY: MM
DATE: 08-14-2025

DRAWN BY: TIW
DATE: 08-14-2025

DWG: EXHIBITS
PROJ: 25-093

- L. Acceptance of Grant of Easement and Right-of-way Dedication and Acceptance of Public Infrastructure Associated with Church of Living Water Inc. Site Plan



Memo

To: Mayor and Hayden City Council

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

Date: 12/4/2025

Agenda Item: Acceptance of Grant of Easement and Right-of-way Dedication and Acceptance of Public Infrastructure Associated with Church of Living Water Inc. Site Plan

Agenda Item Location

Consent

Background and Recommended Action or Motion

Church of Living Water, Inc. has submitted site plans for a new commercial structure at 1212 W Hayden Avenue and has provided the dedication of right-of-way and grant of easement required by Hayden City Code 11-4-7(c).

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

Functional Impact of Authorizing

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

Functional Impact of Not Authorizing

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

Fiscal Impact

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

Budget Funding Source / Transfer Request

N/A

Attachment

Grant of Easement and Right-of-Way Dedication

Figure 1 - Vicinity Map



RECORDING FEE: \$15.00 DD



Return document to:
City of Hayden
C/O City Engineer
8930 N Government Way
Hayden, Idaho 83835

Document Title: RIGHT-OF-WAY DEDICATION DEED
Grantor(s): CHURCH OF LIVING WATER INC
Grantee(s): City of Hayden
Legal Description: TAX #6209 [IN TRACT 193 HLIT]
Assessor's Tax Parcel Number: TAX #6209

RIGHT-OF-WAY DEDICATION DEED

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

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

Said lands being situated in the City of Hayden, Kootenai County, State of Idaho, legally described as follows in EXHIBIT "A" and shown in EXHIBIT "B" attached hereto and made a part hereof.

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

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

CITY OF HAYDEN

Attest:

City Clerk

By: _____
Mayor

DATED this _____ day of _____, 20__.

Oleg Bueller
Oleg Bueller, Authorized Signer
Church of Living Water, Inc

11-24-25
Date



ACKNOWLEDGEMENT

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 24th DAY OF November
IN THE YEAR OF 2025, BY OLEG BUELLER FOR CHURCH OF LIVING WATER, INC.

Cynthia L Thomas
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
RESIDING AT: Coeur d'Alene, ID
MY COMMISSION EXPIRES: 6-7-28

EXHIBIT "A"

LEGAL DESCRIPTION

A STRIP OF LAND OVER UNDER AND ACROSS A PORTION OF TRACT 193 OF HAYDEN LAKE IRRIGATED TRACTS AMENDED LYING WITHIN SECTION 23, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY IDAHO, AND BEING SHOWN IN EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, BEING A FOUND 2" ALUMINUM CAP P.L.S. 9367, FROM WHICH THE NORTHWEST CORNER OF SECTION 23 BEARS NORTH 89°28'29" WEST A DISTANCE OF 2656.34 FEET; THENCE, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23 NORTH 89°28'29" WEST A DISTANCE OF 1328.32 FEET; THENCE, SOUTH 1°02'19" WEST A DISTANCE OF 43.00 FEET TO THE **TRUE POINT OF BEGINNING**.

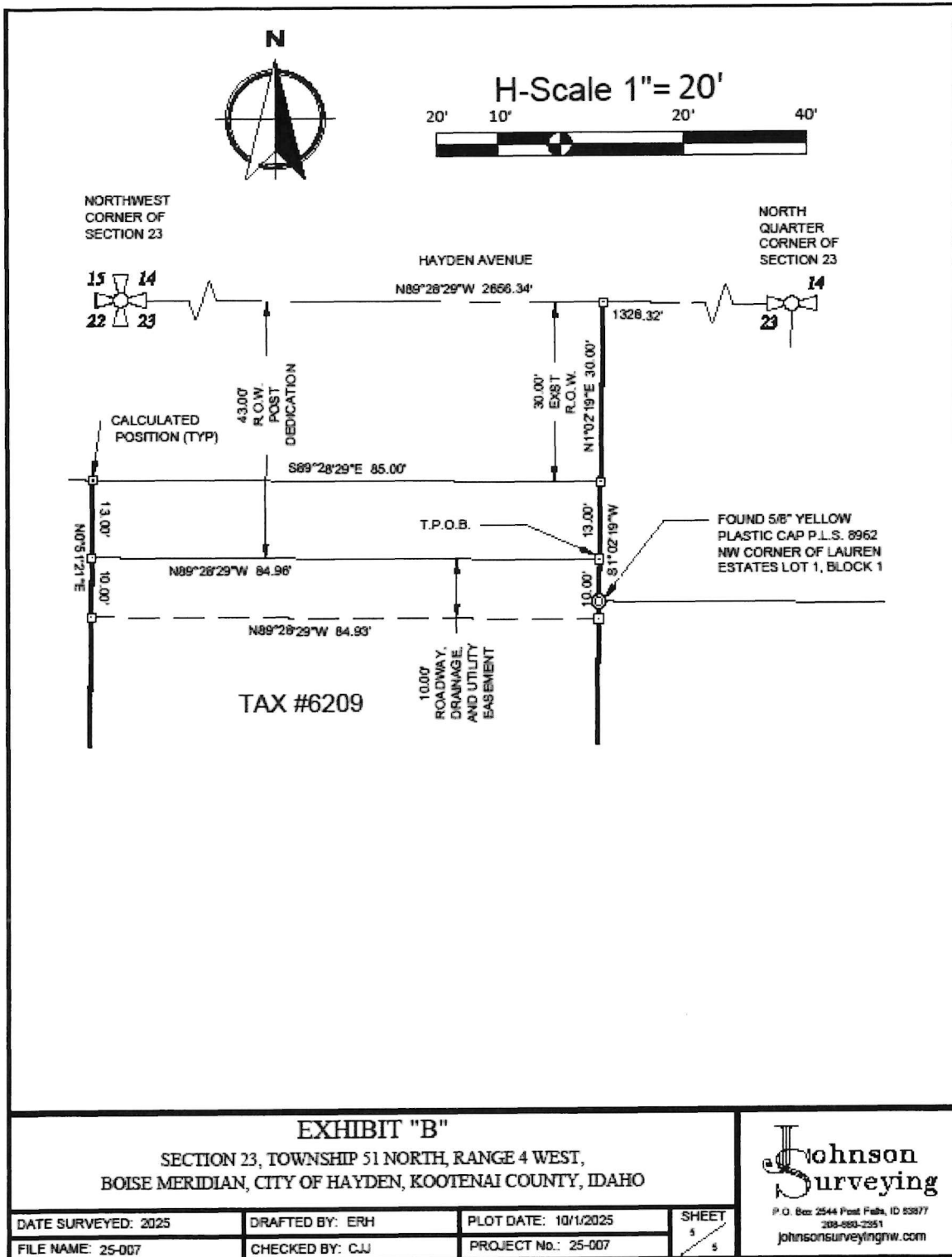
THENCE, NORTH 89°28'29" WEST A DISTANCE OF 84.96 FEET;

THENCE, NORTH 0°51'21" EAST A DISTANCE OF 13.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HAYDEN AVENUE;

THENCE, ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 89°28'29" EAST A DISTANCE OF 85.00 FEET;

THENCE, SOUTH 1°02'19" WEST A DISTANCE OF 13.00 FEET TO THE **TRUE POINT OF BEGINNING**;

SAID STRIP OF LAND CONTAINING 1,105 SQUARE FEET, MORE OR LESS.



RECORDING FEE: \$15.00

DE



Return document to:
City of Hayden
C/O City Engineer
8930 N Government Way
Hayden, Idaho 83835

Document Title: GRANT OF EASEMENT
Grantor(s): CHURCH OF LIVING WATER, INC
Grantee(s): City of Hayden
Legal Description: TAX #6209 [IN TRACT 193 HLIT]
Assessor's Tax Parcel Number: TAX #6209

GRANT OF EASEMENT

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

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CITY OF HAYDEN

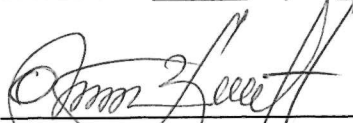
Attest:

City Clerk

By: _____
Mayor

DATED this _____ day of _____, 20____.

DATED this 24th day of November, 2025



Oleg Bueller, Authorized Signer
Church of Living Water, Inc.

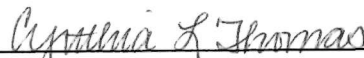
ACKNOWLEDGEMENT

STATE OF IDAHO) s.s.

COUNTY OF KOOTENAI)



THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 24th DAY OF November
IN THE YEAR OF 2025, BY OLEG BUELLER FOR CHURCH OF LIVING WATER, INC.



NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
RESIDING AT: Coeur d'Alene, ID
MY COMMISSION EXPIRES: 6-7-28

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THENCE, SOUTH 1°02'19" WEST A DISTANCE OF 10.00 FEET;

THENCE, NORTH 89°28'29" WEST A DISTANCE OF 84.93 FEET;

THENCE, NORTH 0°51'21" EAST A DISTANCE OF 10.00 FEET;

THENCE, SOUTH 89°28'29" EAST A DISTANCE OF 84.96 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID STRIP OF LAND CONTAINING 849 SQUARE FEET, MORE OR LESS.

M. Approval of Memorandum of Understanding with Kootenai County for Emergency Radio Service



Memo

Reviewed By:
DH _____
ATTY _____
CA _____

To: Mayor and City Council Members
From: Michael Drobnock
Date: 12/4/2025
Re: Renewal for City of Hayden/ Kootenai County MOU for Emergency Radio Service

Agenda Item

Consent Calendar

Summary

The City of Hayden regularly meets as an Emergency Commission to assign roles and discuss Incident Command Structure (ICS), how the City of Hayden responds during an emergency, and who the City interfaces with for local and regional emergencies.

In order to be able to effectively communicate with Kootenai County during emergencies, the City of Hayden adopted this MOU in 2022 to allow certain City of Hayden emergency radios to attach onto the County radio network and be provisioned for service. This allowed the City to be in the loop during emergencies and communicate directly with the County ICS rather than only phone communication which was the only option prior to this MOU. These radios work even when landline, IP, or cell communications are not working. The City currently has 4 radios that interface with the County emergency network provided to us in 2023.

Recommended Action or Motion

Approve the renewal of the MOU with Kootenai Count, to allow the City to continue to access/communicate on the County's secured radio system mainly for emergency preparedness or situations that may occur.

Fiscal Impact

~ \$60 per Year / per Radio to access the network (historically has been \$50 x 4 radios)

Funding Source

General Fund, Emergency Preparedness (110-813-56600)

Signature



SHERIFF KOOTENAI COUNTY



SHERIFF **ROBERT B. NORRIS**

UNDERSHERIFF **BRETT A. NELSON**

DATE: 11/04/2025

FROM: Kootenai County Sheriff's Office, 911 Communications

TO: SWIWIN MOU Departments and Agencies

SUBJ: SWIWIN MOU Renewal

Attached is the renewal contract for the 700 MHz Radio System SWIWIN MOU between Kootenai County and your organization which is due as of 12/20/2025. We will email the PDF back to you once it has been electronically signed by the Kootenai County Board of Commissioners. If physical copies are required please specify.

If you would like a copy of the Exhibit A and B of the SWIWIN MOU please let me know and I can send these out to you by email.

To facilitate the renewal process please send your signed documents via email to:
hlampard@kcgov.us

If you have any questions please feel free to contact me at amallory@kcgov.us or 208-446-1853, or Heather Lampard at hlampard@kcgov.us or 208-446-1850.

Sincerely,
Alan Mallory
Communication Services Lead Administrator

MEMORANDUM OF UNDERSTANDING

Between

KOOTENAI COUNTY and the CITY OF HAYDEN

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is hereby entered into by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho and the **CITY OF HAYDEN**.

I. PURPOSE - The purpose of this MOU is to set forth the terms and conditions establishing users responsibilities and fees associated with the Southwest Idaho Wireless Integrated Network (SWIWIN) (Exhibit A and B). This MOU is specifically for those departments and agencies that are the primary members of the consolidated Primary Safety Answering Point (PSAP) dispatched through Kootenai County Sheriff’s Office, 9-1-1 Section. The procedures described in the SWIWIN Participant Agreement (Exhibit A) defines the requirements of system management, training, and maintenance of the Zone 1 Master Site Controller and the 700 MHz digital trunking system. Ada County, a political subdivision of the State of Idaho, will use these fees to fund annual maintenance and system upgrades as agreed by each county system manager. The intent of the agreement is to provide uninterrupted service of the State of Idaho’s Land Mobile Radio System.

II. RESPONSIBILITIES –

- a. Cost and Recovery:
 - i. The Kootenai County Sheriff or designated representative will negotiate the annual cost recovery charges with the Ada County Sheriff.
- b. Kootenai County shall collect annual subscriber unit payments from the **CITY OF HAYDEN** and the other participating subscribing departments and/or agencies.
- c. Kootenai County’s responsibilities:
 - i. Kootenai County Sheriff’s 9-1-1 Advisory Board will review changes and make recommendations to the Sheriff or BOCC.
 - ii. Kootenai County BOCC will adopt or reject MOU changes based on Kootenai County 9-1-1 Advisory Board recommendations through the Sheriff.
 - iii. Establish 700 MHz land mobile radio infrastructure using designated communications sites.
 - 1. License primary frequencies used for dispatch or primary public safety communication.
 - iv. Kootenai County Sheriff’s Office, 9-1-1 Section will be responsible for funding the microwave link between Mica Peak, Idaho and Idaho State Public Safety Communications, located in Meridian, Idaho.
 - v. Provide infrastructure maintenance and replacement components for the 700 MHz, VHF, and UHF land mobile radio systems.

- d. **CITY OF HAYDEN** shall:
 - i. Adhere to the requirements outlined in Exhibit A (SWIWIN) participant agreement.
 - ii. Adjust Annual payments based on Ada County's assessments or adopted changes from the Kootenai County Sheriff's 9-1-1 Advisory Board based on the needs of maintaining the master site and subscriber units.
 - iii. Coordinate all licensing through Kootenai County Sheriff's Office, 9-1-1 Section.
 - iv. Remit Annual payments to the Kootenai County Sheriff's office, 9-1-1 Section payable to account 10.6.124.3.
 - v. Audit/verify the number of subscriber units with Kootenai County Sheriff's Office 9-1-1 Section Communications.
- e. Maintenance:
 - i. Kootenai County Sheriff's Office, 9-1-1 Section will coordinate infrastructure maintenance with Motorola or Motorola's representative or Ada County as necessary.
 - ii. Kootenai County Sheriff's Office, 9-1-1 Section will coordinate microwave maintenance with microwave vendor or designated representative or the State of Idaho's Military Division.
 - iii. Additional maintenance, coverage area, features and function will be the responsibility of both parties and will be negotiated based on needs and the mission of delivering public safety communication associated with 9-1-1.

III. TERM AND TERMINATION –

- a. That this MOU shall be deemed executed as of the date of last signature below, and shall be effective for three (3) years thereafter, unless previously terminated by either party.
- b. If this MOU has not been terminated prior to the end of the initial three (3) year period, it may be renewed by written mutual agreement of the parties on such terms and for such period as the parties may deem appropriate.
- c. Either party may terminate this MOU, with or without cause, with thirty (30) days written notice to the other party.

IV. GENERAL PROVISIONS – The parties agree:

- a. That line of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- b. Any modifications to this MOU may be made only by mutual consent of the parties through the issuance of a written modification agreement, signed and dated by both parties.
- c. That each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
- d. That this MOU shall in no way restrict the **CITY OF HAYDEN** or Kootenai County from participating in similar activities with other public or private agencies, organizations, and individuals.
- e. Kootenai County Sheriff’s 9-1-1 Advisory Board will adopt new users and make recommendations to the Sheriff and Board of County Commissioners concerning Public Safety Communication infrastructure usage.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below. All parties agree to electronic signatures:

DATED this _____ day of _____, 2025.

CITY OF HAYDEN

ATTEST:

By: _____

SIGNING AUTHORITY SIGNATURE

DATED this _____ day of _____, 2025.

**KOOTENAI COUNTY BOARD OF
COMMISSIONERS:**

ATTEST:

By: _____

N. Ratification of the November Payroll

CITY OF HAYDEN
COUNCIL PAYROLL REPORT
November 2025
December 9, 2025 Council Meeting

DESCRIPTION	PAYROLL	ADDITIONAL COSTS Paid by Employer
Employee Wages	\$205,781.59	
iii-A Dental Plan		3,589.00
iii-A Medical Plan		62,173.00
Health Savings Account	paid quarterly	0.00
Medicare		2,885.25
PERSI		23,659.63
Social Security		12,336.82
Beam Vision Plan		716.54
FSA/HRA Fees		135.00
TOTALS	\$205,781.59	\$105,495.24
	GRAND TOTAL	\$311,276.83

37 Full-Time Employees

1 Part-Time Employee

5 Mayor & Council

0 Active Duty Military

0 Seasonal/Temporary

22 Temps - Recreation

65 Total Employees

43 Benefit-Eligible Employees

40 on Medical & 41 on Dental

O. Ratification for Bills Paid

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 12/03/2025 - 12/03/2025

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
8146 00050329	ROBIDEAUX MOTORS COMPANY INC. 2026 GMC SIERRA DOUBLE CAB PRO 4WD 1SA dcollins 210-899-58999	12/01/2025 VEHICLES/EQUIPMENT	12/03/2025	40,023.10 40,023.10	40,023.10	Open	N 12/03/2025
8147 00050330	ROBIDEAUX MOTORS COMPANY INC. 2026 GMC SIERRA DOUBLE CAB PRO 4WD 1SA dcollins 110-899-58996	12/01/2025 VEHICLES/EQUIPMENT (COMM DEV)	12/03/2025	40,023.10 40,023.10	40,023.10	Open	N 12/03/2025

# of Invoices:	2	# Due: 2	Totals:	80,046.20	80,046.20
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				80,046.20	80,046.20

--- TOTALS BY FUND ---

110 GENERAL FUND	40,023.10	40,023.10
210 SEWER OPER. & MAINT. FUND	40,023.10	40,023.10

--- TOTALS BY DEPT/ACTIVITY ---

899 CAPITAL PURCHASES/PROJECTS	80,046.20	80,046.20
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P. Bills for Payment

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 12/09/2025 - 12/09/2025

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
29850 00050335	ACRANET INC NEW HIRE - ETHAN LAVALLEY 110-211-55810	11/30/2025 llafleur EMPLOYEE RECRUITMENT	12/09/2025	70.50 70.50	70.50	Open	N 12/09/2025
14HN-YM9L-D97V 00050310	AMAZON CAPITAL SERVICES, INC. OUTDOOR MEMORIAL PLAQUE SIGN 110-211-56101	11/17/2025 dcollins OFFICE SUPPLIES	12/09/2025	82.28 82.28	82.28	Open	N 12/09/2025
1F49-Y6KD-97HJ 00050336	AMAZON CAPITAL SERVICES, INC. TONER CARTRIDGE, 110-230-57718	10/31/2025 llafleur DESK PRINTERS & COPIERS	12/09/2025	44.99 44.99	44.99	Open	N 12/09/2025
1RGQ-M6JL-7FL9 00050337	AMAZON CAPITAL SERVICES, INC. SAMSUNG INTERAL HD, DECOR STAT HD, 110-230-57717	12/01/2025 llafleur GENERAL HARDWARE	12/09/2025	1,839.68 1,839.68	1,839.68	Open	N 12/09/2025
1DP9-9TWM-HXXX 00050338	AMAZON CAPITAL SERVICES, INC. MICROSOFT 365, PRO CHASER 400W 110-230-57717	11/24/2025 llafleur GENERAL HARDWARE	12/09/2025	105.41 105.41	105.41	Open	N 12/09/2025
197146 00050339	AMERICAN ON-SITE SERVICES CROFFOOT 110-811-54104	11/30/2025 llafleur UTILITIES - PARKS	12/09/2025	795.25 795.25	795.25	Open	N 12/09/2025
197147 00050340	AMERICAN ON-SITE SERVICES FINUCANE 110-811-54104	11/30/2025 llafleur UTILITIES - PARKS	12/09/2025	128.75 128.75	128.75	open	N 12/09/2025
197148 00050341	AMERICAN ON-SITE SERVICES STODDARD 110-811-54104	11/30/2025 llafleur UTILITIES - PARKS	12/09/2025	429.75 429.75	429.75	open	N 12/09/2025

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 12/09/2025 - 12/09/2025

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
I97149 00050342	AMERICAN ON-SITE SERVICES MCINTIRE 110-811-54104	11/30/2025 llafleur UTILITIES - PARKS	12/09/2025	128.75 128.75	128.75	Open	N 12/09/2025
I97150 00050343	AMERICAN ON-SITE SERVICES BROADMOORE 110-811-54104	10/31/2025 llafleur UTILITIES - PARKS	12/09/2025	336.75 336.75	336.75	Open	N 12/09/2025
I97151 00050344	AMERICAN ON-SITE SERVICES HONEYSUCKLE 112-241-54312	10/31/2025 llafleur BOAT LAUNCH OPERATION/MAINTENANCE	12/09/2025	795.25 795.25	795.25	Open	N 12/09/2025
I3108 00050346	ASSOCIATION OF IDAHO CITIES FY2026 AIC MEMBERSHIP DUES 110-211-55701	07/01/2025 llafleur DUES, MEMBERSHIPS & SUBSCRIPTIONS	12/09/2025	6,774.00 6,774.00	6,774.00	Open	N 12/09/2025
2021240000 10.1 00050379	AVISTA 59 ACCOUNTS ON MASTER 110-532-56220-0050 110-811-54102 110-811-54103 110-532-54305 110-811-54105 112-241-54312 210-247-57000 210-247-57003 210-247-57005 210-247-57007 210-247-57009 210-247-57011 210-247-57013 210-247-57014 210-247-57015 210-247-57016 210-247-57017 210-247-57018 210-247-57020 110-811-54104	10/14/2025 dcollins STREET LIGHTING & SIGNAL UTILITIES UTILITIES - CITY HALL UTILITIES - STREETS GRAVEL PIT MAINTENANCE UTILITIES - HURA PARKING LOT BOAT LAUNCH OPERATION/MAINTENANCE LEISURE PARK LS UTIL WOODLAND MEADOWS LS UTIL H-2 WALMART PS UTIL CORNERSTONE LS UTIL H-1 LIFT STATION UTIL EMERALD OAKS LS UTIL H-5 STRAWBERRY FLDS PS UTIL MOONRIDGE LS UTIL RILEY PLACE LS UTIL HEATHERSTONE LS UTIL GIANNA LS UTIL MAPLE GROVE LS UTIL H-7 CARRINGTON MEADOWS LS UTIL UTILITIES - PARKS	12/09/2025	22,436.55 16,696.80 868.93 298.66 138.53 47.87 82.52 141.11 245.42 864.87 62.90 1,157.77 71.54 332.05 115.43 60.04 57.67 36.93 109.04 20.97 1,027.50	22,436.55	Open	N 12/09/2025

INVOICE REGISTER FOR CITY OF HAYDEN

EXP CHECK RUN DATES 12/09/2025 - 12/09/2025

POSTED AND UNPOSTED OPEN

BANK ACCOUNTS: 01 - POOLED A/P CHECKING

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
20241336 00050313	AWARDS ETC. 1X COMMISSIONER NAMPLATE & 2X DESK NAME 110-711-56101 110-211-56101 110-111-58025	11/21/2025 dcollins	12/09/2025	48.00 15.00 15.00 18.00	48.00	Open	N 12/09/2025
P84174982 00050331	BATTERIES PLUS BULBS 12V BATTERIES 114-295-59121	07/21/2025 dcollins	12/09/2025	55.90 55.90	55.90	Open	N 09/30/2025
P84874637 00050332	BATTERIES PLUS BULBS 12V BATTERIES 110-532-54308	08/19/2025 dcollins	12/09/2025	83.95 83.95	83.95	Open	N 09/30/2025
AH1CH2I 00050358	CDW GOVERNMENT INC. MS GSA SQL SVR STD 2 CORE L/SA 110-230-57716	11/24/2025 lflafleur	12/09/2025	9,607.74 9,607.74	9,607.74	open	N 12/09/2025
033800.1 FY25-2 00050311	CITY OF HAYDEN FY24-25 SEWER FOR CITY HALL 110-811-54102	11/16/2024 dcollins	12/09/2025	792.00 792.00	792.00	open	N 12/09/2025
848137424004111 00050360	CSC E-RECORDING SERVICES 110-211-55401	11/19/2025 lflafleur	12/09/2025	18.00 18.00	18.00	open	N 11/19/2025
848137424004112 00050361	CSC E-RECORDING SERVICES 110-211-55401	11/25/2025 lflafleur	12/09/2025	8.00 8.00	8.00	Open	N 11/25/2025
5156752 00050314	EMPLOYEE BENEFITS CORPORATION ADMIN FEE 110-211-52102	11/15/2025 dcollins	12/09/2025	135.00 135.00	135.00	Open	N 12/09/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
DR5MJY57XB8Z-19 00050353	FACILITRON, INC. 10/25 ATLAS ELEM FACILITY USAGE FEES 110-711-56405	10/08/2025 dcollins	12/09/2025	187.50 187.50	187.50	Open	N 12/09/2025
DR5MJY57XB8Z 00050354	FACILITRON, INC. 11/25 ATLAS ELEM FACILITY USAGE FEES 110-711-56405	11/20/2025 dcollins	12/09/2025	768.75 768.75	768.75	Open	N 12/09/2025
UM5W82ZWKKRJ-22 00050355	FACILITRON, INC. 11/25 DALTON ELEM FACILITY USAGE FEES 110-711-56405	11/20/2025 dcollins	12/09/2025	131.25 131.25	131.25	Open	N 12/09/2025
XGFM7R4PH94Q-4 00050356	FACILITRON, INC. 11/25 DALTON ELEM FACILITY USAGE FEES 110-711-56405	11/20/2025 dcollins	12/09/2025	512.50 512.50	512.50	Open	N 12/09/2025
UM5W82ZWKKRJ-21 00050357	FACILITRON, INC. 10/25 DALTON ELEM FACILITY USAGE FEES 110-711-56405	11/20/2025 dcollins	12/09/2025	131.25 131.25	131.25	Open	N 12/09/2025
MBTXAE7E9T3N-21 00050359	FACILITRON, INC. HM 2025 FALL YVB PICTURE NIGHT 110-711-56405	11/20/2025 dcollins	12/09/2025	40.63 40.63	40.63	Open	N 12/09/2025
MCC9K6XUDSQR-21 00050362	FACILITRON, INC. HM 2025 FALL PK-2ND PARENTS/COACHES MEET 110-711-56405	11/20/2025 dcollins	12/09/2025	25.00 25.00	25.00	open	N 12/09/2025
UQX5S6FAC5PE-21 00050365	FACILITRON, INC. 2025 FRIDAY NIGHT FRIGHTS HM PARKING LOT 110-711-56405	11/20/2025 dcollins	12/09/2025	15.00 15.00	15.00	open	N 12/09/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
YJ64PPPGQGP-21 00050366	FACILITRON, INC. HM USAGE FEES 10/25 110-711-56405	11/20/2025 dcollins	12/09/2025	212.50	212.50	Open	N 12/09/2025
		SCHOOL DISTRICT FEES		212.50			
YJ64PPPGQGP-22 00050368	FACILITRON, INC. HM USAGE FEES 10/25 110-711-56405	11/20/2025 dcollins	12/09/2025	281.25	281.25	Open	N 12/09/2025
		SCHOOL DISTRICT FEES		281.25			
CD202601966 00050325	GMCO CORPORATION TORCH CI - DEICER 110-532-54306	11/13/2025 dcollins	12/09/2025	7,022.31	7,022.31	Open	N 12/09/2025
		SNOW REMOVAL		7,022.31			
CD202602134 00050326	GMCO CORPORATION TORCH CI - DEICER 110-532-54306	11/17/2025 dcollins	12/09/2025	7,024.45	7,024.45	Open	N 12/09/2025
		SNOW REMOVAL		7,024.45			
40578100 00050350	GREATAMERICA FINANCIAL SERVICES COPIER LEASE 41 OF 63 110-291-53401	11/13/2025 dcollins	12/09/2025	1,221.06	1,221.06	Open	N 12/09/2025
		COPIER LEASE PRINCIPAL		1,221.06			
01436266 00050352	HAMILTON MANUFACTURING CORP CARD READER 112-241-54312	11/13/2025 dcollins	12/09/2025	1,227.96	1,227.96	Open	N 12/09/2025
		BOAT LAUNCH OPERATION/MAINTENANCE		1,227.96			
OM 25-26 INV3 00050347	HARSB COH-O&M REIMBURSE/INVESTMENT-REP/COH 210-241-53252	12/01/2025 dcollins	12/09/2025	288,388.69	288,388.69	open	N 12/09/2025
		HARSB O&M FEES		288,388.69			
1397776 00050309	HAYDEN ACE HARDWARE DETERGENT, BRUSH, SHOUT, SWIFFER W/REFIL 110-531-56101	11/17/2025 dcollins	12/09/2025	70.16	70.16	open	N 12/09/2025
		STREET SHOP SUPPLIES		70.16			

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
1397875 00050312	HAYDEN ACE HARDWARE MISC HARDWARE 110-533-54027	11/17/2025 dcollins TRAIN R&M	12/09/2025	5.88 5.88	5.88	Open	N 12/09/2025
1398576 00050328	HAYDEN ACE HARDWARE WIRE BRUSH, WHEEL CUTOFF, BRUSH 110-533-54027	11/20/2025 llafleur TRAIN R&M	12/09/2025	37.59 37.59	37.59	Open	N 12/09/2025
1398137 00050333	HAYDEN ACE HARDWARE GORILLA TAPE 112-241-54312	11/18/2025 llafleur BOAT LAUNCH OPERATION/MAINTENANCE	12/09/2025	14.80 14.80	14.80	Open	N 12/09/2025
1398618 00050334	HAYDEN ACE HARDWARE GORILLA WOOD GLUE, WHITE CAULK, 110-541-56101	11/20/2025 llafleur PARKS SHOP SUPPLIES	12/09/2025	15.23 15.23	15.23	Open	N 12/09/2025
1130801-02 00050367	HAYDEN LAKE IRRIGATION DISTRICT 11016 CUTLASS ST- RILEY PL LS 2024 IRRIG 210-247-57015	12/01/2025 llafleur RILEY PLACE LS UTIL	12/09/2025	121.70 121.70	121.70	Open	N 12/09/2025
1420101-01 00050369	HAYDEN LAKE IRRIGATION DISTRICT HUBBLE-MOONRIDGE LS 2025 IRRIGATION SERV 210-247-57014	12/01/2024 llafleur MOONRIDGE LS UTIL	12/09/2025	121.70 121.70	121.70	Open	N 12/09/2025
2370100-01 00050370	HAYDEN LAKE IRRIGATION DISTRICT ORCHARD LIFT- EMERAL OAKS LS 2025 IRRIGA 210-247-57011	12/01/2025 llafleur EMERALD OAKS LS UTIL	12/09/2025	121.70 121.70	121.70	open	N 12/09/2025
3110100-01 12-2 00050371	HAYDEN LAKE IRRIGATION DISTRICT STODDARD PARK/PRAIRIE 12/2025-6/2026 110-811-54104	12/01/2025 llafleur UTILITIES - PARKS	12/09/2025	730.83 730.83	730.83	open	N 12/09/2025

INVOICE REGISTER FOR CITY OF HAYDEN

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Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
4000200-01 00050372	HAYDEN LAKE IRRIGATION DISTRICT BROADMOORE PARK 2025 IRRIGATION SERVICE 110-811-54104	12/01/2025 llafleur UTILITIES - PARKS	12/09/2025	758.00 758.00	758.00	Open	N 12/09/2025
4141000-01 00050373	HAYDEN LAKE IRRIGATION DISTRICT TORREY LS- BROADMOORE LS 2025 IRRIGATION 210-247-57010	12/01/2025 llafleur BROADMOORE LS UTIL	12/09/2025	121.70 121.70	121.70	Open	N 12/09/2025
8000701-01 00050374	HAYDEN LAKE IRRIGATION DISTRICT 2841 STRAWBERRY FIELDS LS 2025 IRRIGATION 210-247-57013	12/01/2025 llafleur H-5 STRAWBERRY FLDS PS UTIL	12/09/2025	121.70 121.70	121.70	Open	N 12/09/2025
C31269 00050348	INTERMAX NETWORKS PUBLIC WORKS SHOP SERVICE 110-511-55300	11/15/2025 dcollins PHONE/INTERNET/COMMUNICATIONS	12/09/2025	227.66 227.66	227.66	Open	N 12/09/2025
00462757 00050375	INTERMAX NETWORKS CITY HALL PHONE SERVICE 11/2025 110-211-55300	12/01/2025 llafleur COMMUNICATIONS/PHONES	12/09/2025	860.23 860.23	860.23	Open	N 12/09/2025
13-R 00050376	INTERSTATE ELECTRICAL CONTRACTORS I REPLACE PHOTO-CELL FOR PARTS PAVILLION 110-541-54300	11/10/2025 llafleur BUILDINGS & GROUNDS	12/09/2025	196.42 196.42	196.42	Open	N 12/09/2025
07/29/2025 00050377	JAMES CONSTRUCTION LLC BENCH PADS MULTI LOCATIONS 110-899-58998-2305	07/29/2025 llafleur COMMUNITY PROJECTS-COME TOGETHER BENCHES	12/09/2025	21,630.00 21,630.00	21,630.00	open	N 09/30/2025
4325 00050378	JAMES CONSTRUCTION LLC ROADS DEPT CONTAINMENT SHED BUILDING MAT 130-899-57756	04/03/2025 llafleur NEW PW FACILITY	12/09/2025	11,727.70 11,727.70	11,727.70	open	N 09/30/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
190526 00050363	J-U-B ENGINEERS INC. H-6 FORCE MAIN 211-899-59837-8015 211-899-59837-8016	11/17/2025 dcollins CONSTRUCTION-CEI CONSTRUCTION-CEI	12/09/2025	22,602.32 11,301.16 11,301.16	22,602.32	Open	N 12/09/2025
190529 00050364	J-U-B ENGINEERS INC. H-6 LIFT STATION & RAMSEY GRAVITY SEWER 211-899-59829 211-899-59828	11/17/2025 dcollins H-6 LIFT STATION CONSTRUCTION RAMSEY SEWER PHASE 2 CONSTR--DAKOTA/WYOM	12/09/2025	32,230.96 28,852.36 3,378.60	32,230.96	Open	N 12/09/2025
2026-00000419 00050324	KOOTENAI COUNTY AIRPORT LAND LEASE PW SEWER WW1 UNIT 110-811-54103	11/17/2025 dcollins UTILITIES - STREETS	12/09/2025	266.40 266.40	266.40	Open	N 12/09/2025
10-88291.00 11/ 00050351	KOOTENAI COUNTY SOLID WASTE PUBLIC WORKS DUMPSTER 110-811-54103 112-241-54312 110-811-54102 110-811-54104 110-811-54101	11/14/2025 dcollins UTILITIES - STREETS BOAT LAUNCH OPERATION/MAINTENANCE UTILITIES - CITY HALL UTILITIES - PARKS UTILITIES - STODDARD HOUSE	12/09/2025	616.00 616.00 0.00 0.00 0.00 0.00	616.00	Open	N 12/09/2025
43126 00050289	LAKE CITY LAW GROUP PLLC LEGAL-OCTOBER 2025 110-211-53102	11/03/2025 lflafleur CIVIL LEGAL SERVICES	12/09/2025	5,380.00 5,380.00	5,380.00	Open	N 12/09/2025
053147/E 00050349	NORTH 40 OUTFITTERS JACKETS 110-531-56403	11/13/2025 dcollins UNIFORM ALLOWANCE	12/09/2025	329.98 329.98	329.98	Open	N 12/09/2025
000298 00050345	TRAVIS BERTRAM P&Z STREAMING 11/3/25 & 11/17/25 110-230-53402	12/04/2025 dcollins I.T. MEDIA CENTER CONTRACT SERVICES	12/09/2025	600.00 600.00	600.00	Open	N 12/09/2025

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Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
# of Invoices:	60	# Due:	60	Totals:	450,815.26		
# of Credit Memos:	0	# Due:	0	Totals:	0.00		
Net of Invoices and Credit Memos:					450,815.26		
--- TOTALS BY FUND ---							
	110 GENERAL FUND			89,804.92	89,804.92		
	112 HONEYSUCKLE BOAT LAUNCH FUND			2,120.53	2,120.53		
	114 COUNCIL MEDIA CENTER FUND			55.90	55.90		
	130 MAJOR CAPITAL PROJECTS FUND			11,727.70	11,727.70		
	210 SEWER OPER. & MAINT. FUND			292,272.93	292,272.93		
	211 SEWER CAPITALIZATION FUND			54,833.28	54,833.28		
--- TOTALS BY DEPT/ACTIVITY ---							
	111 GEN-MYR OPERATING & ADMINISTRAT			18.00	18.00		
	211 GEN-ADM OPERATING & ADMINISTRAT			13,343.01	13,343.01		
	230 GEN-ADM INFORMATION TECHNOLOGY			12,197.82	12,197.82		
	241 OPERATING & ADMINISTRATIVE			290,509.22	290,509.22		
	247 LIFT/PUMP STATION UTIL			3,884.24	3,884.24		
	291 GEN-ADM CAPITAL LEASES PRINCIPA			1,221.06	1,221.06		
	295 GEN-ADM CAPITAL GRANT EXPENDITU			55.90	55.90		
	511 PW-ADM OPERATING & ADMINISTRATI			227.66	227.66		
	531 PW-STR OPERATING & ADMINISTRATI			400.14	400.14		
	532 PW-STR ROAD MAINTENANCE			30,966.04	30,966.04		
	533 PW-STR EQUIP/VEHICLE R&M			43.47	43.47		
	541 PW-PKS OPERATING & ADMINISTRATI			211.65	211.65		
	711 REC OPERATING & ADMINISTRATIVE			2,320.63	2,320.63		
	811 FACIL OPERATING & ADMINISTRATIV			7,225.44	7,225.44		
	899 CAPITAL PURCHASES/PROJECTS			88,190.98	88,190.98		

2. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
3. **PUBLIC HEARING (Public Testimony will be received for these items)**
 - A. **ACTION ITEM** PZE-25-0098 Honeysuckle Glade Vacation of Easement Request



Memo

To: Mayor Davis and Members of the City Council

From: Donna Phillips, GISP, Community Development Director

Date: December 1, 2025

Agenda Item: PZE-25-0098 Honeysuckle Glade Vacation of Easement Request

Agenda Item Location

Public Hearing

Recommended Action or Motion

The City Council should review the Idaho State Statutes 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 easement to be vacated. The City does not have any additional requirements or standards for this request but relies entirely on Idaho State Statute.

Summary

Staff Analysis summarized:

Page 1 is the background of the project.

Page 2 provides the request and location.

Pages 3 – 5 provides the analysis of the request in accordance with Idaho State Statutes.

Page 5 provides the agencies who responded to the request at the time of the analysis.

Pages 6-10 is the Appendix to the Staff Analysis which provides the Codes in their entirety as referenced in the analysis.

Pages 11-14 provides the legal of the proposed area to be vacated across three lots.

Pages 15-19 provides the applicant's request.

Pages 20-25 provides the agency comments as received and identified on page 5 above.

Fiscal Impact

Not applicable

Budget Funding Source / Transfer Request

Not applicable

Attachment

See Staff Analysis

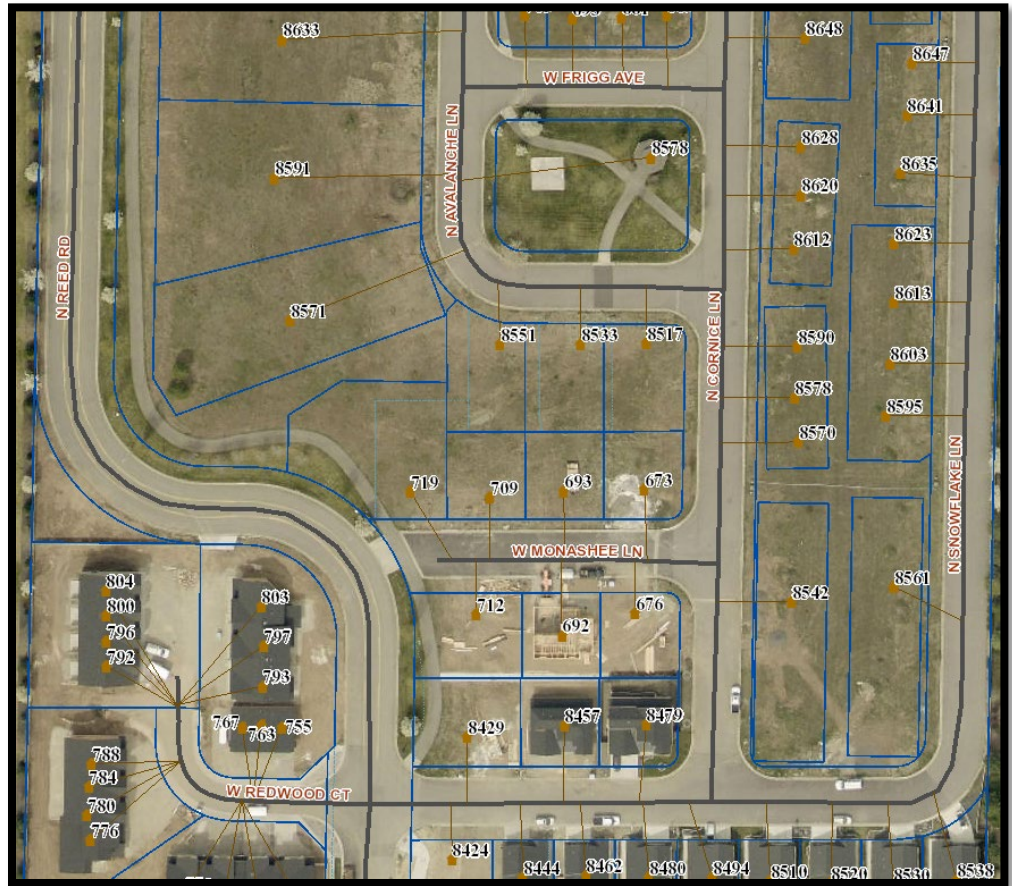
Honeysuckle Glade Vacation of Easement
Tax Parcel Nos. HL64400D0050, HK095000001A, HL64400C005A, &
HL64400C006A

Owner: City of Hayden
PZE-25-0098

BACKGROUND 1
SUMMARY OF REQUEST 2
LOCATION 2
LEGAL DESCRIPTION 3
ANALYSIS 3
ADDITIONAL INFORMATION 5

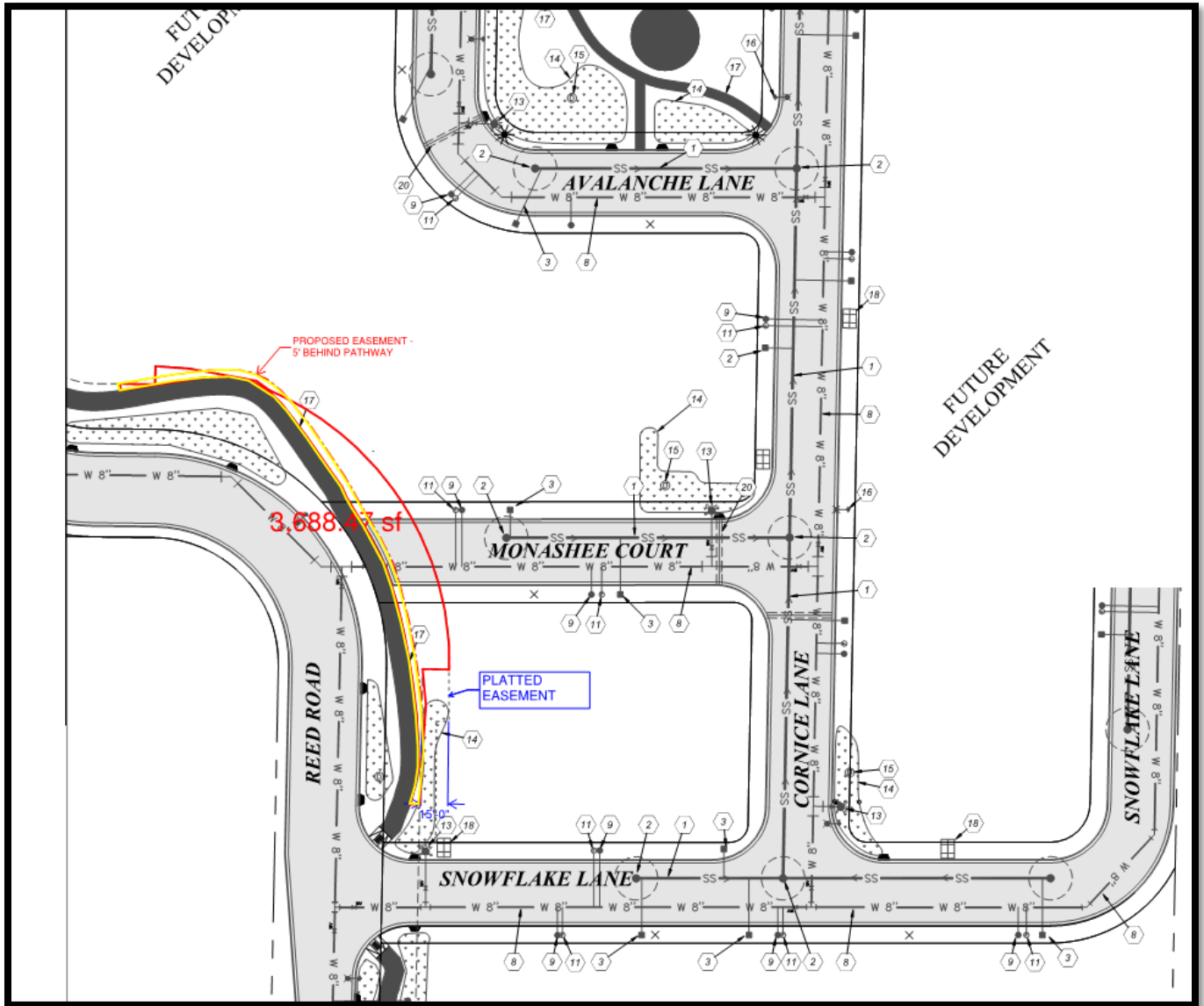
BACKGROUND

Honeysuckle Glade Planned Unit Development was approved in 2007 and platted with building envelopes anticipated to be developed as a variety of single-family dwelling structures throughout the project. The project site has since been purchased by another developer who is working with a different design for the single-family dwellings and as such has found that some of the proposed locations for stormwater, utilities, and multi-modal pathways is difficult to maneuver. The site as platted today is shown to the right.



SUMMARY OF REQUEST

The applicant, Mike Curry, Big Sky Idaho Corp, on behalf of the owner Timbered Ridge Homes, LLC, is requesting the approval of a Vacation of Easement of approximately 0.06 acres on the east side of North Reed Road, approximately 75' north of North snowflake Lane, and continuing north and west of West Monashee Lane. The areas include portions of multiple lots within the planned unit development, shown below.



LOCATION

The easement is located east of North Reed Road as shown above.

LEGAL DESCRIPTION

Legal description(s) are attached as Exhibit "A".

ANALYSIS

The analysis is organized according to the nature of the Vacation requested in accordance with Idaho Statute(s) §50-1325, §50-311, §50-1306(A), 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.

Idaho Statute §50-1325 Easements – Vacation of. Easements shall be vacated in the same manner as streets.

Idaho Statute §50-1306(A) Vacation of Plats – Procedure.

- (1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the city council if it is located within the boundaries of a city, or the county commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the requests to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the city clerk.

Application with required documents for the easement to be vacated was received on October 22, 2025.

- (2) Written notice of public hearing on said petition shall be given by first class mail, certified mail, or certified mail with return receipt at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

Agency notices were sent on October 27, 2025, and revised and sent again on November 19, 2025, Adjacent Property Notices were sent on November 21, 2025, Public Service Announcements were sent on November 21, 2025, Website was posted on ??, and Legal Notice was published on November 22 and November 29, 2025.

- (3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

Public Hearing is scheduled for December 9, 2025, to hear the request.

- (4) If a petition to vacate is brought before county commissioners, and the plat or part thereof that is the subject of the petition is located within one (1) mile of the boundaries of any city, the county

commissioners shall cause written notice of the public hearing on the petition to be given to the mayor or chief administrative officer of the city by regular mail at least thirty (30) days prior to the date of public hearing.

Not applicable to this request.

- (5) In the case of easements granted for gas, sewer, water, telephone, cable television, power, drainage, and slope purposes, public notice of intent to vacate is not required. Vacation of these easements shall occur upon the recording of the new or amended plat, provided that all affected easement holders have been notified by first class mail, certified mail, or certified mail with return receipt of the proposed vacation and have agreed to the same in writing.

The language as platted reads as follows: a) the face of the plat – 35' multimodal path, utility and drainage easement and b) in the ownership block – The Owners hereby dedicate to the City of Hayden a 10-foot right-of-way along Honeysuckle Avenue and a 60-foot right-of-way along Reed Road. Together with a multi-modal path, utility and drainage easement, that varies in width from 15 feet to 25 feet, along Honeysuckle Avenue and a multi-modal path, utility and drainage easement, that varies in width from 20 feet to 35 feet, along Reed Road , as shown hereon.

In the agency notice attached, staff identifies that with respect to this section: “In accordance with Idaho State Statutes, 50-1306(A)(5), the City is required to have on file written acknowledgement of this notice from the utilities which may be located within this easement area or who are anticipating use of this easement area and concerns or items which must be addressed, should the City approve the request for vacation.” The responses received to date are attached.

- (6) When public streets or public rights-of-way are located within the boundary of a highway district, the highway district commissioners shall assume the authority to vacate said public streets and public rights-of-way as provided in section 40-203, Idaho Code.

Not applicable to this request.

- (7) All publication costs shall be at the expense of the petitioner.

Noticing deposit is collected at the time of application for the publication, mailing, and posting costs of notification.

- (8) Public highway agencies acquiring real property within a platted subdivision for highway right-of-way purposes shall be exempt from the provisions of this section.

Not applicable to this request.

- (9) Land exclusive of public right-of-way that has been subdivided and platted in accordance with this chapter need not be vacated in order to be replatted.

Not applicable to this request.

- (10) Any sender of a written notice by first class mail, certified mail, or certified mail with return receipt sent pursuant to this section shall retain proof of mailing such notice, to be produced upon request.

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 October 30, 2025, the Hayden Area Regional Sewer Board responded with “no comments”.
2. On October 28, 2025, the Idaho Transportation Department responded with “No comment”.
3. On November 19, 2025, the North Kootenai Water & Sewer District responded with “no comment”.
4. On November 3, 2025, the Northern Lakes Fire Protection District responded with requirements at the time of future development and/or construction of the project site.

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.

Appendix

APPENDIX
Vacation of Right-of-Way/Easement

IDAHO STATE LAW 1
Statute 50-1306(A)..... 1
Statute 50-1321..... 2
Statute 50-1325..... 2
Statute 55-2202..... 2
Statute 50-311..... 4

IDAHO STATE LAW

Statute 50-1306(A)

50-1306A. Vacation of plats — Procedure. (1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the city council if it is located within the boundaries of a city, or the county commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the requests to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the city clerk.

(2) Written notice of public hearing on said petition shall be given by first class mail, certified mail, or certified mail with return receipt at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

(4) If a petition to vacate is brought before county commissioners, and the plat or part thereof that is the subject of the petition is located within one (1) mile of the boundaries of any city, the county commissioners shall cause written notice of the public hearing on the petition to be given to the mayor or chief administrative officer of the city by regular mail at least thirty (30) days prior to the date of public hearing.

(5) In the case of easements granted for gas, sewer, water, telephone, cable television, power, drainage, and slope purposes, public notice of intent to vacate is not required. Vacation of these easements shall occur upon the recording of the new or amended plat, provided that all affected easement holders have been notified by first class mail, certified mail, or certified mail with return receipt of the proposed vacation and have agreed to the same in writing.

- (6) When public streets or public rights-of-way are located within the boundary of a highway district, the highway district commissioners shall assume the authority to vacate said public streets and public rights-of-way as provided in section [40-203](#), Idaho Code.
- (7) All publication costs shall be at the expense of the petitioner.
- (8) Public highway agencies acquiring real property within a platted subdivision for highway right-of-way purposes shall be exempt from the provisions of this section.
- (9) Land exclusive of public right-of-way that has been subdivided and platted in accordance with this chapter need not be vacated in order to be replatted.
- (10) Any sender of a written notice by first class mail, certified mail, or certified mail with return receipt sent pursuant to this section shall retain proof of mailing such notice, to be produced upon request.

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 50-1325.

50-1325. Easements — Vacation of. Easements shall be vacated in the same manner as streets.

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.

Statute 50-311

50-311. Creation — Vacation of streets — Eminent domain — Reversion of vacated streets. Cities are empowered to: create, open, widen or extend any street, avenue, alley or lane, annul, vacate or discontinue the same whenever deemed expedient for the public good; to take private property for such purposes when deemed necessary, or for the purpose of giving right of way or other privileges to railroad companies, or for the purpose of erecting malls or commons; provided, however, that in all cases the city shall make adequate compensation therefor to the person or persons whose property shall be taken or injured thereby. The taking of property shall be as provided in [title 7](#), chapter 7, Idaho Code. The amount of damages resulting from the vacation of any street, avenue, alley or lane shall be determined, under such terms and conditions as may be provided by the city council. Provided further that whenever any street, avenue, alley or lane shall be vacated, the same shall revert to the owner of the adjacent real estate, one-half (1/2) on each side thereof, or as the city council deems in the best interests of the adjoining properties, but the right of way, easements and franchise rights of any lot owner or public utility shall not be impaired thereby. In cities of fifty thousand (50,000) population or more in which a dedicated alley has not been used as an alley for a period of fifty (50) years shall revert to the owner of the adjacent real estate, one-half (1/2) on each side thereof, by operation of the law, but the existing rights of way, easements and franchise rights of any lot owner or public utility shall not be impaired thereby.

Exhibit A

Exhibit A

LEGAL DESCRIPTION EASEMENT VACATION

PORTIONS OF ADJUSTED LOT 6 AND ADJUSTED LOT 5, BLOCK "C", HONEYSUCKLE GLADE 1ST ADD.

A TRACT OF LAND BEING PORTIONS OF ADJUSTED LOT 5 AND ADJUSTED LOT 6, BLOCK "C", HONEYSUCKLE GLADE 1ST ADDITION AS RECORDED IN QUITCLAIM DEED INSTRUMENT NUMBER 3006277000, KOOTENAI COUNTY RECORDS; SAID TRACT DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID ADJUSTED LOT 5; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89°57'05" WEST, 15.75 FEET TO THE TRUE *POINT-OF-BEGINNING*;

THENCE CONTINUING ALONG SAID SOUTH LOT LINE, SOUTH 89°57'05" WEST, 24.84 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 34°27'49" WEST, 61.90 FEET TO THE POINT OF TANGENT CURVATURE TO THE LEFT;

THENCE NORTHWESTERLY, 10.06 FEET ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 11°31'36" AND A CHORD BEARING NORTH 40°13'37" WEST, 10.04 FEET TO THE POINT OF NON-TANGENT CUSP OF A CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, 89.68 FEET ALONG SAID CURVE HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 31°08'23" AND A CHORD BEARING SOUTH 48°30'44" EAST, 88.58 FEET RETURNING TO THE POINT -OF-BEGINNING.

CONTAINING 1055 SQUARE FEET, MORE OR LESS;

AND

PORTION OF ADJUSTED LOT 6, BLOCK "C", HONEYSUCKLE GLADE 1ST ADD.

TWO TRACTS OF LAND BEING A PORTION OF ADJUSTED LOT 6, BLOCK "C", HONEYSUCKLE GLADE 1ST ADDITION AS RECORDED IN QUITCLAIM DEED INSTRUMENT NUMBER 3006277000, KOOTENAI COUNTY RECORDS; SAID TRACT DESCRIBED AS FOLLOWS;

TRACT 1:

COMMENCING AT THE SOUTHWEST CORNER COMMON TO SAID ADJUSTED LOTS; THENCE, SOUTH 85°20'38" WEST, 2.47 FEET TO THE TRUE *POINT-OF-BEGINNING*;

SAID POINT OF BEGINNING BEING THE POINT OF NON-TANGENT CURVATURE TO THE LEFT; THENCE WESTERLY, 1.19 FEET ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 01°21'37" AND A CHORD BEARING SOUTH 82°05'13" WEST, 1.19 FEET TO THE POINT OF TANGENCY;

THENCE, SOUTH 81°24'25" WEST, 28.47 FEET;

THENCE, NORTH 00°38'22" EAST, 7.36 FEET TO THE POINT OF NON-TANGENT CURVATURE TO THE RIGHT;

THENCE EASTERLY, 29.43 FEET ALONG SAID CURVE HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 10°13'09" AND A CHORD BEARING SOUTH 84°15'03" EAST, 29.39 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 120 SQUARE FEET, MORE OR LESS;

TRACT 2:

COMMENCING AT THE SOUTHWEST CORNER COMMON TO SAID ADJUSTED LOTS; THENCE, SOUTH 81°37'26" WEST, 48.57 FEET TO THE TRUE *POINT-OF-BEGINNING*;

THENCE, SOUTH 81°24'25" WEST, 9.59 FEET TO THE POINT OF TANGENT CURVATURE TO THE LEFT;

THENCE NORTHWESTERLY, 78.38 FEET ALONG SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 99°47'57" AND A CHORD BEARING NORTH 48°41'37" WEST, 68.84 FEET TO THE POINT OF TANGENCY;

THENCE, NORTH 01°12'22" EAST, 2.12 FEET TO THE POINT OF NON-TANGENT CUSP OF A CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, 71.13 FEET ALONG SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°33'59" AND A CHORD BEARING SOUTH 44°04'37" EAST, 63.95 FEET TO THE POINT OF TANGENCY;

THENCE, SOUTH 89°21'37" EAST, 16.67 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 118 SQUARE FEET, MORE OR LESS;

AND

PORTION OF LOT 5, BLOCK "D", HONEYSUCKLE GLADE 1st ADD.

A TRACT OF LAND BEING A PORTION OF LOT 5, BLOCK "D", HONEYSUCKLE GLADE 1st ADDITION AS RECORDED IN BOOK "L" OF PLATS AT PAGE 644, KOOTENAI COUNTY RECORDS AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID LOT 5, NORTH 89°57'05" EAST, 12.43 FEET TO THE TRUE *POINT-OF-BEGINNING*;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°57'05" EAST, 23.53 FEET TO THE POINT OF NON-TANGENT CURVATURE TO THE RIGHT;

THENCE LEAVING SAID NORTH LINE, SOUTHERLY, 37.34 FEET ALONG SAID CURVE HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 12°58'02" AND A CHORD BEARING SOUTH 05°19'04" EAST, 37.26 FEET TO THE POINT OF TANGENCY;

THENCE, SOUTH 01°09'57" WEST, 28.41 FEET TO THE POINT LINE OF SAID LOT 5;

THENCE ALONG SAID SOUTH LOT LINE, SOUTH 89°53'04" WEST, 15.00 FEET TO THE POINT OF NON-TANGENT CURVATURE TO THE LEFT;

THENCE LEAVING SAID SOUTH LINE NORTHERLY, 66.55 FEET ALONG SAID CURVE HAVING A RADIUS OF 480.98 FEET, A CENTRAL ANGLE OF 07°55'41" AND A CHORD BEARING NORTH 09°52'27" WEST, 66.50 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 1297 SQUARE FEET, MORE OR LESS;

Applicant's Materials

VACATION OF EASEMENT
NARRATIVE

“HONEYSUCKLE GLADE”

Located In:
City of Hayden Kootenai County, Idaho

Prepared by:
Mike Curry @
Big Sky Capital

August 19, 2025

BIG SKY CAPITAL
10063 Navion
Hayden, Idaho 83835
(208) 660-2041 Cel (Mike Curry)
mike@bigskyidaho.com

To Staff of City of Hayden, please find below comments to accompany uploaded documents respectfully requesting a Vacation of Easement associated with subdivision Honeysuckle Glade.

I. Project Summary

- 1. Tax parcel number(s)** HL64400D0050, HL64400C005A and HL64400C006A
- 2. Street address:**
712 and 718 Monashee (Easement adjacent to Reed Rd)
- 3. Property owner(s):**
Timbered Ridge Homes
10063 Navion Dr.
Hayden, Id 83835

Please find attached the following documents:

Title Report / Deeds for affected parcels:

Current title report showing legal descriptions, ownerships and easements are attached.

300' Radius Report

Title company generated radius report

Current Plat (shows current easement) and Proposed Plat of HG II (shows proposed easement):

The attached plat drawings include descriptions of existing and proposed easements.

Narrative:

The narrative will describe the scope of the work and requirements. See below.

Surrounding Area Vicinity Map:

See attached map

Legal Description Word Document describing Easement to be revised

Legal description of easements are attached.

Narrative:

To Staff, Planning and Zoning and City Council Members:

Please accept this as a brief description (Narrative) of the requested amendments to easements.

Background:

We are the current landowners of all parcels associated with this request This project was originally approved and platted in April of 2007.

We have been presenting Plats for recording since 2021 and through this process have made many changes to the original design due to market conditions. The changes have resulted in infrastructure modifications to utilities and hardscapes such as roads, sidewalks and stormwater structures.

We subsequently have come to realize that an easement along Reed Rd that was created through the original platting process in 2007, in its current width is cumbersome to the adjacent lots and additionally provides no benefit to utilities, walkways or stormwater structures beyond the desired width which we show and propose in upcoming Plat of Honeysuckle Glade 2nd Addition. More specifically the easement as it exists is 35' wide and we wish to reduce it to plus or minus 25'.

Through careful evaluation of infrastructure improvements that have already been constructed we see no need for an easement that varies in width and the easement if reduced to 25' will be more than sufficient to accommodate

utilities and the bike / walking pathway along Reed Rd as they currently exist. Additionally, the Reed Rd. corridor is in place meeting City of Hayden standards, and it appears there will be no need to address future accommodations or growth in this area with additional Right of Way or adjacent easements.

Lastly this easement encroaches into the adjacent lots in such a manner that it has a detrimental affect on the building envelopes. While we realize this is not a stand-alone reason for allowing this request, we respectfully request this amendment based on the evidence in total.

As the easement was created through platting process it must be amended through platting process and we understand that this must also be a public hearing process involving Planning and Zoning and ultimately the Hayden City Council hence this request.

We have provided all the current existing documents (ownership, deeds and Plats) and also have prepared the Plat of the next future phase of Honeysuckle Glade as these documents show the existing conditions and the proposed conditions.

Thank you for taking the time to review and process this material. We are available at anytime to provide additional information and or answer questions.

Thank you
Timbered Ridge Homes LLC
And Big Sky Capital

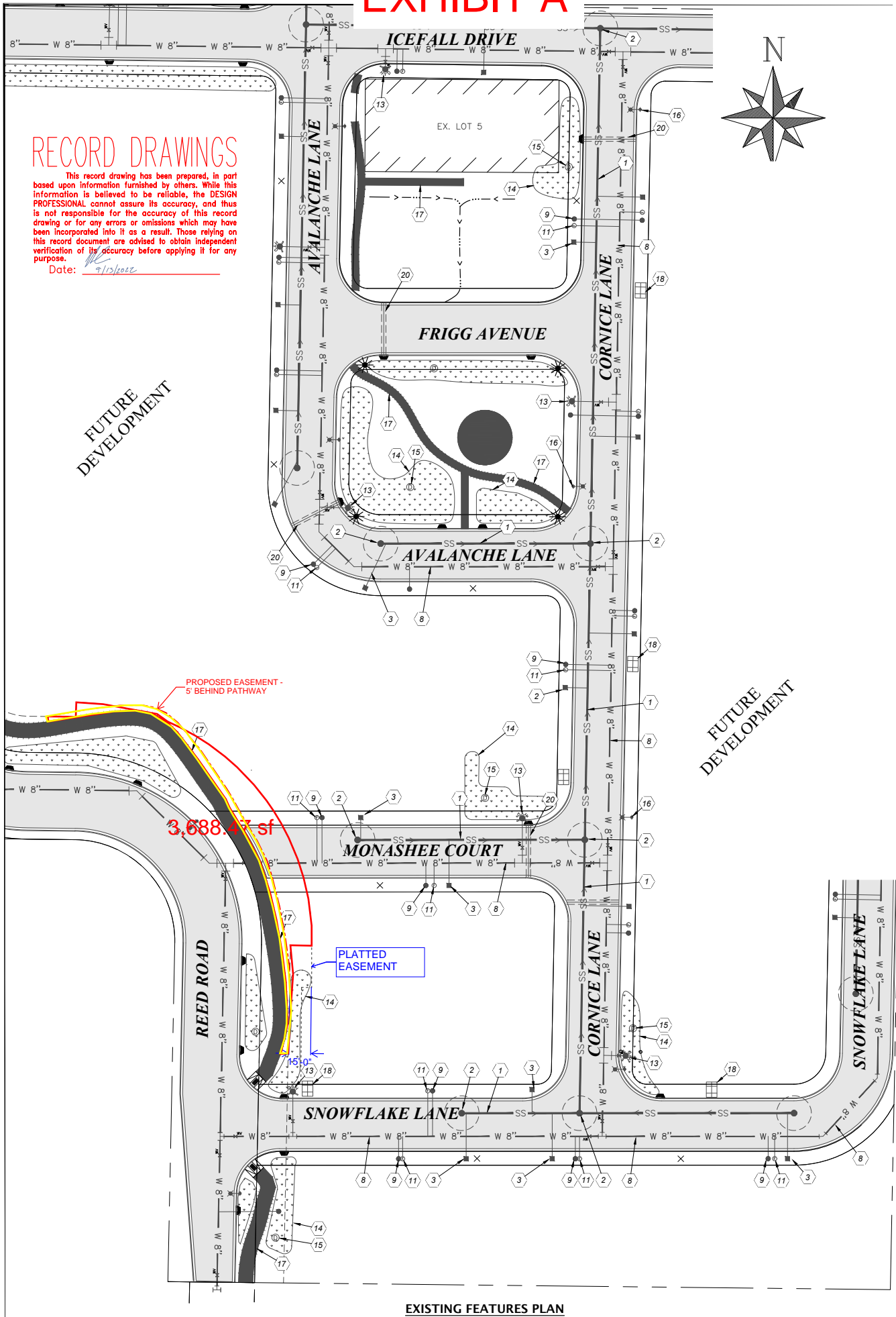
Representative:
Mike Curry
Mike@bigskyidaho.com
1.208.660.2041

EXHIBIT A

RECORD DRAWINGS

This record drawing has been prepared, in part based upon information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 9/12/2022



EXISTING FEATURES PLAN

Public Agency Comments
from noticing for
City Council Public Hearing

Deborah Shaver

From: Ken <kwind@Harsb.org>
Sent: Thursday, October 30, 2025 12:06 PM
To: Planning
Subject: PZE-25-0098 Honeysuckle Glade Vacation of Easement

Categories: Deborah

Hello City of Hayden Planning Department,

The Hayden Area Regional Sewer Board has no comment on
PZE-25-0098 Honeysuckle Glade Vacation of Easement

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: Tuesday, October 28, 2025 9:26 AM
To: Planning
Subject: FW: AGENCY NOTICE - PZE-25-0098, HONEYSUCKLE GLADE VACATION OF EASEMENT

Categories: Deborah

From: Robert Beachler
Sent: Tuesday, October 28, 2025 9:24 AM
To: 'CITY OF HAYDEN - Community Development' <noreply@bsacloud.com>
Subject: RE: AGENCY NOTICE - PZE-25-0098, HONEYSUCKLE GLADE VACATION OF EASEMENT

No Comment from the Idaho Transportation Department.

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

From: CITY OF HAYDEN - Community Development <noreply@bsacloud.com>
Sent: Monday, October 27, 2025 3:32 PM
To: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Subject: AGENCY NOTICE - PZE-25-0098, HONEYSUCKLE GLADE VACATION OF EASEMENT

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

Good Afternoon:

Please see the attached Agency Notice for the Honeysuckle Glade Vacation of Easement request. Any comments can be sent via email to planning@haydenid.gov by November 10, 2025, to be included in the Staff Analysis. Should you not have comments, an email indicating so is much appreciated. Please let us know if you have any questions.

Deborah Shaver

From: Paul Tucker <PaulT@nkwsd.com>
Sent: Wednesday, November 19, 2025 1:11 PM
To: Planning
Subject: Re: AGENCY NOTICE - REVISED - PZE-25-0098 Honeysuckle Glade Vacation of Easement

Categories: Deborah

No comment, thanks Shannon



Paul Tucker, ICWP

District Manager

NORTH KOOTENAI WATER & SEWER DISTRICT

13649 N. Meyer Road

Rathdrum, ID 83858

License #

DWD3-25890

DWT1-26014

WWC4-25891

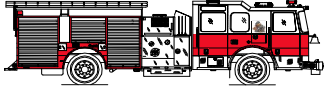
Office: (208) 687-6593

pault@nkwsd.com

www.nkwsd.com

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

November 3, 2025

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

Attn: Shannon Drappo, Planner

The Northern Lakes Fire District has reviewed the request for a Vacation of Easement for Big Sky Idaho Corp, located on the east side of North Reed Rd. north of Snowflake Lane as part of Honeysuckle Glade.

The Fire District approves of the Vacation of Easement with the following conditions.

- Any future changes to this development will have to be approved by the Fire District.
- No portion of the structure shall impede access to neighboring properties or affect neighboring properties in regards to separation of structures.
- No portion of the structure shall protrude into existing roadways or reduce emergency vehicle response.
- Contact Northern Lakes Fire District at time of construction for any additional district requirements.

The above requirements shall not conflict with, but may be more restrictive than, requirements of the City of Hayden.

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

Thank you,

Tyler Drechsel

Tyler Drechsel
Fire Marshal

From: CITY OF HAYDEN - Community Development <noreply@bsacloud.com>
Sent: Wednesday, November 19, 2025 12:29 PM
To: Paul Tucker <PaulT@nkwsd.com>
Subject: AGENCY NOTICE - REVISED - PZE-25-0098 Honeysuckle Glade Vacation of Easement

Good afternoon,
Pursuant to Idaho State Code 50-1306A, the City is required to have written acknowledgement from each affected Agency with a Vacation of Easement. We are re-sending the Agency Notice to you for the above-referenced application and will also send it via USPS today. Please submit your acknowledgement and any conditions necessary pertaining to your Agency by December 2, 2025. You can email your response to planning@haydenid.gov. If you have any questions, please do not hesitate to reach out. Thank you for your time and cooperation. Have a great day!

Sincerely,
Shannon Drappo
Planner



Memo

To: Mayor Davis and Members of the City Council

From: Donna Phillips, Community Development Director

Date: December 4, 2025

Agenda Item: PZE-25-0098 Honeysuckle Glade Vacation of Easement 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 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.

- In Support – Elk Summit Properties
- In Support – Big Sky Capital
- Neutral – Panhandle Health District responded with “no comments at this time”.
- Neutral – Kootenai Electric Cooperative responded with “no concern...KEC does not service any members within Honeysuckle Glade.”
- In Support – Avista Corporation responded “We have reviewed the request and are okay with the reduced utility easement at the location detailed in the attached notice.”

Fiscal Impact

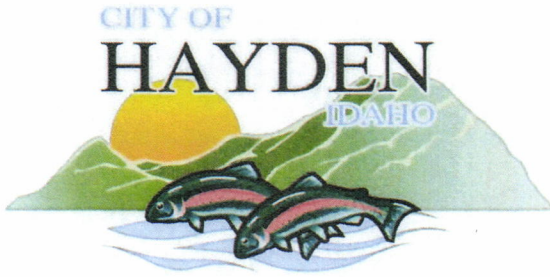
Not Applicable

Budget Funding Source / Transfer Request

Not Applicable

Attachment

Comments as received



8930 N. Government Way | Hayden, ID 838335 | Phone: 208-772-4411 | Web: www.haydenid.gov

NOTICE OF PUBLIC HEARING

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

Case No. PZE-25-0098 Honeysuckle Glade Vacation of Easement, Mike Curry, Big Sky Idaho Corp, on behalf of the owner Timbered Ridge Homes, LLC, is requesting approval of a Vacation of Easement of approximately 0.06 acres on the east side of North Reed Road, approximately 75' north of North Snowflake Lane, and continuing north and west of West Monashee Lane. The areas include portions of multiple lots within the Planned Unit Development, shown on Exhibit A, attached. It should be noted that the owners recorded a Record of Survey with Kootenai County without the City of Hayden's approval, thus the aerial map from Kootenai County's GIS Mapping Tool indicates a parcel layout the City has not recognized. Given this situation, the owners have recently applied for a Boundary Line Adjustment with the City, and it is currently under review. The subject property is approximately 0.06 acres on the east side of Public Right-of-Way along the east side of N Reed Road, and between West Snowflake Lane and West Avalanche Lane. Adequate Right-of-Way width is proposed to remain to match the surrounding area.

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

The public hearing will begin at 5:00 p.m. Tuesday, December 9, 2025, in the Council Chambers at the City of Hayden, located at 8930 N Government Way, Hayden, Idaho.

We request your comments in person at the public hearing and/or by submitting by mail the bottom portion of this form or via e-mail at planning@haydenid.gov. If you wish to speak on behalf of a group, please call our Planning Department to confirm at (208) 209-2021.

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.

See additional information on the back of this letter.

Please cut on the line below

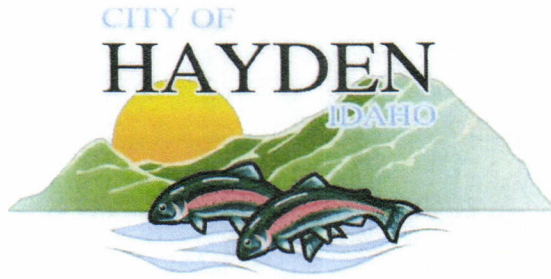
Case No. PZE-25-0098, Honeysuckle Glade Vacation of Easement

Name: elk Summit Prop E-mail: keodag@elk-summit.com

Address: 10063 N Nemon Drive Hayden

Please check the appropriate box: In support of Neutral/Uncommitted Opposed

Comments: _____



8930 N. Government Way | Hayden, ID 838335 | Phone: 208-772-4411 | Web: www.haydenid.gov

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See additional information on the back of this letter.

Please cut on the line below

Case No. PZE-25-0098, Honeysuckle Glade Vacation of Easement

Name: Big Sky Capital E-mail: leona@bigskyidaho.com

Address: 70063 N Navion Drive

Please check the appropriate box: In support of Neutral/Uncommitted Opposed

Comments: _____

Deborah Shaver

From: Corey Koerner <ckoerner@phd1.idaho.gov>
Sent: Tuesday, December 2, 2025 9:38 AM
To: Planning
Subject: PZE-25-0098

Categories: Deborah

Hello,

In regards to PZE-25-0098; PHD has no comments at this time.

Thank you.

Corey Koerner, REHS

Registered Environmental Health Specialist

Panhandle Health District 1

8500 N. Atlas Road

Hayden, ID 83835

O: (208) 415-5215

C: (208) 819-0411

[Ckoerner@phd1.idaho.gov](mailto:ckoerner@phd1.idaho.gov)

Deborah Shaver

From: Lois Duncan <lduncan@kec.com>
Sent: Tuesday, November 25, 2025 4:32 PM
To: Planning
Cc: Lori Cogley
Subject: AGENCY NOTICE - REVISED - PZE-25-0098 Honeysuckle Glade Vacation of Easement

Categories: Deborah

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

Shannon,

Kootenai Electric has no concern with the City of Hayden vacating its easement related to this project. KEC does not service any members within Honeysuckle Glade.

Thank you.

Lois Duncan

Lois Duncan | Real Estate Specialist

Kootenai Electric Cooperative | 9014 W. Lancaster Road | Rathdrum, ID 83858
TEL 208-292-3284 | WEB kec.com | OFFICE HOURS Monday - Thursday 6:00 a.m. - 4:30 p.m.



Deborah Shaver

From: Rounds, Seth <Seth.Rounds@avistacorp.com>
Sent: Thursday, December 4, 2025 8:46 AM
To: Shannon Drappo; Howard, Jamie
Cc: Donna Phillips; Deborah Shaver; Weingart, LuAnn
Subject: RE: [External] PZE-25-0098 Agency Notice - Response Required
Attachments: Agency Notice - PZE-25-0098 - Revised.pdf

You don't often get email from seth.rounds@avistacorp.com. [Learn why this is important](#)

Good morning Shannon,

Sorry for the delay. I sent a response earlier this week, but it came back undeliverable, so I sent another response to the city's community development email.

We have reviewed the request and are okay with the reduced utility easement at the location detailed in the attached notice.

Thank you,

Seth Rounds
Construction Project Coordinator



1735 N 15th Street
Coeur d'Alene, ID 83814
P 509.495.2432
C 208.761.1158
<http://www.avistautilities.com>

From: Shannon Drappo <sdrappo@haydenid.gov>
Sent: Thursday, December 4, 2025 8:32 AM
To: id-ewa.sfu.mdu.engineering@ziply.com; dylan.owens@tdstelecom.com; Eric W. Shanley, P.E. <eric@lakeshwy.com>; ALIESHA@LAKESHWY.COM; Howard, Jamie <Jamie.Howard@avistacorp.com>; Rounds, Seth <Seth.Rounds@avistacorp.com>; gpatterson@kcgov.us; Kim Stevenson <kstevenson@kcgov.us>; kcair@kcgov.us; heidi.osborn@fatbeam.com; info@fatbeam.com; Nebel, Jason <Jason.Nebel@charter.com>
Cc: Donna Phillips <dphillips@haydenid.gov>; Deborah Shaver <dshaver@haydenid.gov>
Subject: [External] PZE-25-0098 Agency Notice - Response Required
Importance: High

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

Good morning,

Pursuant to Idaho State Statute 50-1306(A)(5), the City is required to have on file written acknowledgement of the attached Agency Notice from utilities which may be located within the Vacation of Easement request. *We have yet to hear from your Agency* from our original

4. **UNFINISHED BUSINESS**

- A. **ACTION ITEM** Agreement with Kootenai County to Provide Law Enforcement Services to the City of Hayden

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter “Agreement”) made and entered into this 18th day of November, 2025, 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”).

WITNESSETH

WHEREAS, several cities in Kootenai County contract with the COUNTY for the provision of law enforcement services within their city boundaries; and

WHEREAS, the COUNTY supports the development and continuation of these contracts to preserve the quality, depth and breadth of its law enforcement services; and

WHEREAS, the CITY desires to contract with the COUNTY for the performance of the hereinafter described law enforcement duties, services, and functions within its boundaries by the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Law Enforcement Services. The COUNTY will provide the CITY the law enforcement services described in Exhibit A, attached hereto and incorporated herein by reference.

1.1 Compensation.

- a. Rate and Cost. The CITY shall pay COUNTY for the services provided at the rate and cost described in Exhibit A.
- b. Billing. COUNTY shall submit a bill to the CITY on or about the first day of every month, but not later than the fifth day, for services provided during

the prior month at the rates and cost described in Exhibit A. The CITY shall pay the COUNTY the amount billed within thirty (30) days.

1.2. Special Provisions.

- a. Distribution of Penalties, Fines and Forfeitures. Any arrests made within the protected area, and citations issued for misdemeanors or infractions that occur within the protected area during the timeframe for which COUNTY is providing the law enforcement shall be deemed CITY arrests and citations for the purpose of prosecution and distribution of penalties, fines and forfeitures.

1.3 Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:

- a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY. Allegations of misconduct shall be investigated in accordance with COUNTY protocol.
- b. Status of Employees. All individuals rendering service hereunder shall be for all purposes employees of the COUNTY.
- c. Liability. All liability for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the COUNTY hereunder shall be that of the COUNTY.
- d. Provision of Personnel. The COUNTY shall furnish all personnel and such resources and material deemed by the COUNTY as necessary to provide the level of law enforcement service herein described.

- e. Vehicles and Equipment. Ownership of vehicles and equipment purchased by the COUNTY shall be retained by the COUNTY. The vehicles described in Exhibit B shall be the property of the CITY.

1.4 CITY Responsibilities. In support of the COUNTY providing the services described herein, the CITY promises the following.

- a. Municipal Police Authority. The CITY promises to confer municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within CITY boundaries, for the purposes of carrying out this Agreement.
- b. Special Supplies. The CITY promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the CITY.

1.5 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2025, and unless otherwise terminated, shall continue in effect until September 30, 2026. This Agreement may be renewed upon the mutual written agreement of the parties.

1.6 Early Termination. Each party may initiate a process to terminate this Agreement for any reason as follows:

- a. Notice of Termination. In the event either party hereto desires to terminate this Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other party.
- b. Transition Plan. Within sixty (60) days of the receipt of such written termination notice, the parties shall commence work on and complete a

mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the CITY and the COUNTY. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

- c. Termination and/or Interest Charge. In the event the CITY fails to make a monthly payment within thirty (30) days of billing, the COUNTY may charge an interest rate within two percentage points of the interest rate on the monthly COUNTY investment earnings. In addition, in the event the CITY fails to make a monthly payment within one hundred twenty (120) days of billing, the COUNTY may terminate this Agreement immediately.

1.7 Indemnification and Insurance.

- a. CITY to Hold the COUNTY Harmless. The COUNTY, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said CITY or any officers, agents or employees thereof, and the CITY hereby covenants and agrees to hold and save the COUNTY and its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the CITY, its officers, agents or employees.

- b. The COUNTY to Hold CITY Harmless. The COUNTY hereby covenants to hold and save the CITY and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the CITY, its officers, agents, or employees by reason of any acts or failures to act on the part of the COUNTY, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.
- c. Liability Related to CITY Ordinances, Policies, Rules and Regulations. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same and select legal counsel at its sole expense and, if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

1.8 Audits and Inspections. The records, reports and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101, *et seq.*

1.9 Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

1.10 Agreement Administration.

a. Agreement Administrators. The CITY Administrator or Mayor, or his designee, and the Sheriff, or his designee, shall serve as agreement administrators to review performance and resolve operational problems.

b. Referral of Unresolved Problems. The CITY Mayor or his designee shall refer any police and/or city code enforcement service operational problem, which cannot be resolved with the Sheriff's designee, to the Sheriff and the designee of the Board of County Commissioners. The Sheriff, the designee of the Board of County Commissioners and the Mayor shall meet as necessary to resolve such issues.

1.11 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a

modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

1.12 Termination of Prior Contracts. The COUNTY and CITY agree that all prior agreements to provide law enforcement services are terminated and superseded by this Agreement. Except as set forth in Exhibit B, all vehicles, equipment and other personal property purchased pursuant to the terms of prior agreements shall be deemed the property of the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Hayden

By: _____
Alan Davis, Mayor

ATTEST:

Abbi Sanchez, City Clerk

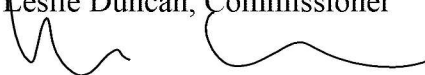
Kootenai County Sheriff

By: _____
Robert Norris, Sheriff

Board of Kootenai County Commissioners

By:  _____
Bruce Mattare, Chair
Bruce E. Mattare, Commissioner - Signed 11/18/2025

By:  _____
~~Leslie Duncan, Commissioner - Signed 11/18/2025~~
Leslie Duncan, Commissioner

By:  _____
~~Marc Eberlein, Commissioner - Signed 11/18/2025~~
Marc Eberlein, Commissioner

ATTEST:



~~Teri Johnston, Deputy Clerk - Signed 11/18/2025~~
Jennifer Locke, Kootenai County Clerk

EXHIBIT A

1. Compensation. The CITY shall pay to the COUNTY as compensation for the law enforcement services to be herein rendered by the COUNTY to the CITY, for the term stated, the sum of \$1,193,934.00, allocated as follows:

a.	Personnel:	
	i. Five (5) Dedicated Patrol Deputies	\$627,195.00
	ii. One (1) Available Animal Control Officer	\$87,757.00
	iii. One (1) Available Detective	\$137,858.00
b.	Hard Costs	\$852,810.00
c.	Overhead	\$341,124.00
	Total	\$1,193,934.00

2. Temporary Diversion of Resources. Notwithstanding any other provision in this Agreement, the parties understand and agree that the Sheriff may, in his sole discretion, temporarily divert deputies and equipment from the area of the CITY to other locations within the County for specific emergency situations.

3. Personnel Unavailability. The COUNTY personnel assigned to the CITY may be unavailable at times due to usual and customary training, vacation and sick leave. When such assigned personnel are unavailable, calls for service will be responded to by appropriate personnel at the discretion of the COUNTY.

4. City Council Meetings. As requested by the CITY, a COUNTY Sheriff's deputy shall be diverted from providing law enforcement service pursuant to the Agreement and will attend CITY public meetings. If there is an extraordinary reason, at the request of the CITY, but at the sole discretion of the COUNTY, COUNTY Sheriff's command staff personnel will attend CITY public meetings. COUNTY personnel attending CITY public meetings shall be heard first then allowed to leave, unless there is an extraordinary reason otherwise.

5. Reporting. The COUNTY shall provide monthly reporting to the CITY with the same information and in a substantially similar form as the Hayden Monthly Activity Report August 2025, attached hereto.

EXHIBIT B

1. In the event this Agreement is terminated, or the COUNTY ceases to provide law enforcement services to the CITY, within a reasonable time thereafter, the COUNTY shall remove all equipment and transfer title and possession of the following vehicles to the CITY:

VIN Number	Purchase Date	Full Depreciation	FY Contract
1FM5K8AB2PGA20195	1/30/2023	1/30/2028	FY24
1FM5K8AB6PGA19745	1/30/2023	1/30/2028	FY24
1FM5K8AB3PGA21792	1/30/2023	1/30/2028	FY24
1FM5K8AB8SGB36722	3/31/2025	3/31/2030	FY25
1FM5K8AB4SGB37057	3/31/2025	3/31/2030	FY25

(herein "Vehicle or Vehicles")

2. Unless and until the transfer of Vehicles to the CITY as described hereinabove, the COUNTY shall be responsible for fuel, oil changes, and insurance coverage for the Vehicles in the usual and customary manner of other similar COUNTY vehicles. The CITY shall be responsible for all other costs and repairs to the Vehicles.

3. In the event a Vehicle is damaged or totaled, the CITY shall be responsible for the insurance deductible and shall receive the net insurance proceeds. The CITY shall be responsible for all repairs and the cost of a replacement vehicle.

4. If the Vehicles are transferred to the CITY as described hereinabove, the parties agree that the COUNTY provides no guarantee, promise or warranty as to the condition of the Vehicles, and the CITY shall accept the Vehicles As-Is.

5. **NEW BUSINESS**

- A. **ACTION ITEM** Request for Extension of Preliminary Plat Approval



Memo

To: Mayor Davis and Members of the Council

From: Donna Phillips, GISP, Community Development Director

Date: December 1, 2025

Agenda Item: Subdivision requests for Extension of Preliminary Plat Approval

Agenda Item Location

New Business

Recommended Action or Motion

Possible Motions of City Council:

- **Motion to Approve** – I move to approve the _____ Subdivision Extension of Preliminary Plat approval request for one year to December 31, 2026, based upon testimony received at the City Council meeting and the record of the request.
- **Motion to Continue** – I move to continue this hearing to {date specific} to address concerns related to _____.
- **Motion to Deny** – I move to deny the _____ Subdivision Extension of Preliminary Plat approval request, based upon testimony received at the City Council Public meeting and the record of the request for the following reasons: _____.

Summary

Hayden City Code Title 12 Subdivisions and more specifically Chapter 3 Section 4 outlines the procedures to complete a subdivision. Upon approval of the subdivision preliminary plat, construction plans are reviewed and upon approval by the City and other agencies, construction may begin. Near completion of construction the final plat may be requested and/or approved and recorded.

Hayden City Code 12-3-4 (G) identifies the following for a single phased subdivision: Approval Duration: Failure to file the final plat application within 2 years after the date of City Council approval of the master development agreement which approved the preliminary plat shall cause all approvals of a subdivision plan to be null and void, unless an extension of one year has been **applied for by the developer and approved by the City Council**, except as provided for in subsection I (3) of this section. After the 2 years have elapsed, the developer may apply for and receive additional extensions for good cause of time if actual work has been commenced and is continuing on the installation of the improvements up to a maximum of 5 years, after which the preliminary plat approval shall be null and void and reapplication for a new preliminary plat application shall be required.

In the fall of the year, staff reviews the subdivision deadlines and where projects are anticipated to be completed and then reminds the Engineer of Record and/or the owner of the status with respect to the above code section and their agreements. Due in large part to the timing of this review of subdivision deadlines, staff is requesting that should the City Council approve these extensions that they be extended to December 31, 2026.

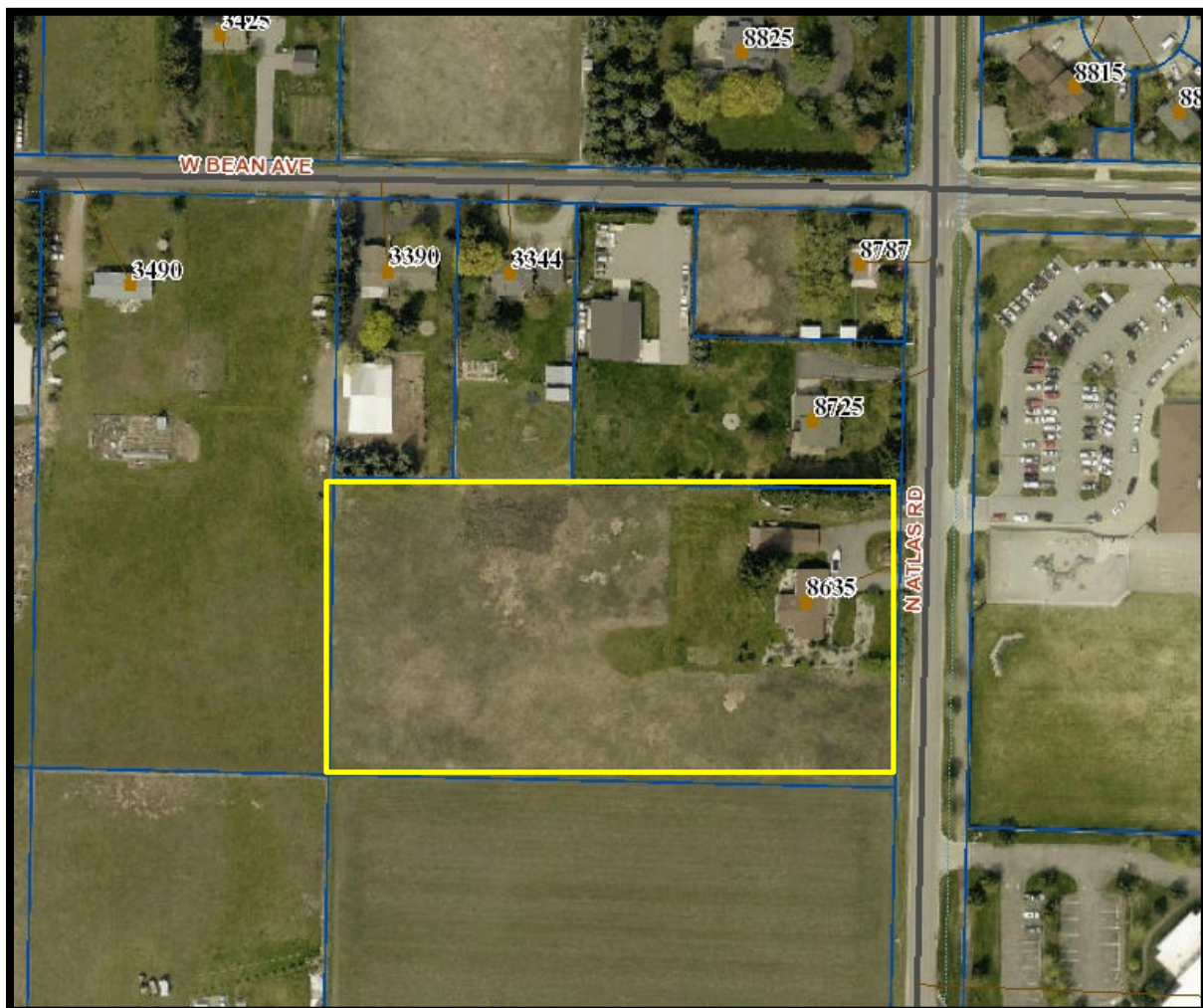
Staff received requests for an extension from each of the following:

Continue to next page.

Mabrey Estates (J2022 - 0612 Minor Subdivision) – Memorandum of Understanding was recorded July 11, 2023. The request was received on November 13, 2025, for a one-year extension.

Timeline of Project:

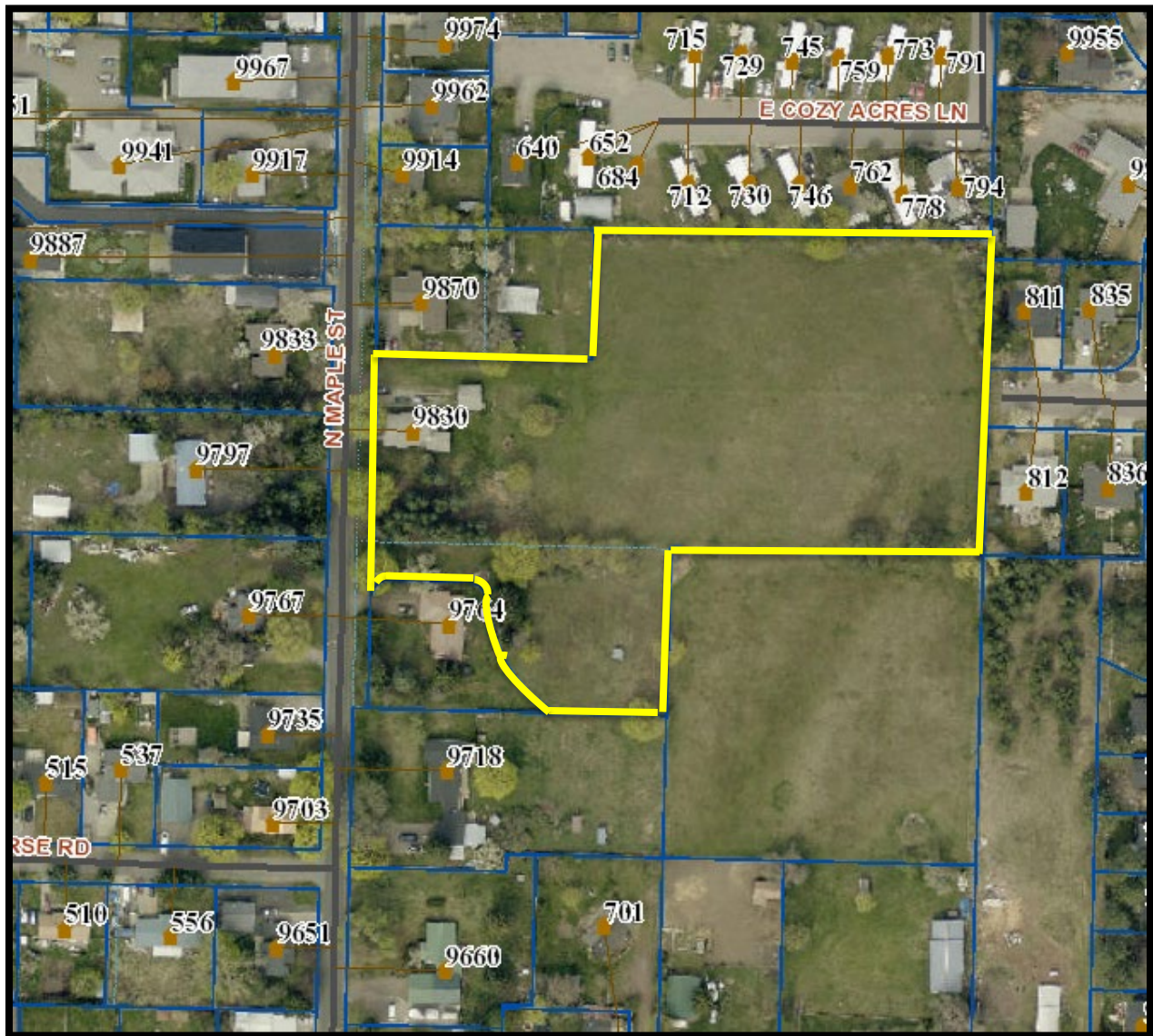
MOU Executed	2023	
Construction Plans	2023-2024	Discovery of existing water infrastructure
Utility Infrastructure Move	2024-2025	Worked with HLID to move existing water services to neighboring properties
Submitted Civil Construction Plans for Review for Subdivision	Fall 2025	Review by City, HLID, IDEQ, etc.
Anticipate project financing and construction	2026	Request Extension to December 31, 2026



Sacred Meadows (J2022-0591 – Minor Subdivision) – Memorandum of Understanding was recorded on March 27, 2023. The request was received on ??, for a one-year extension.

Timeline of Project:

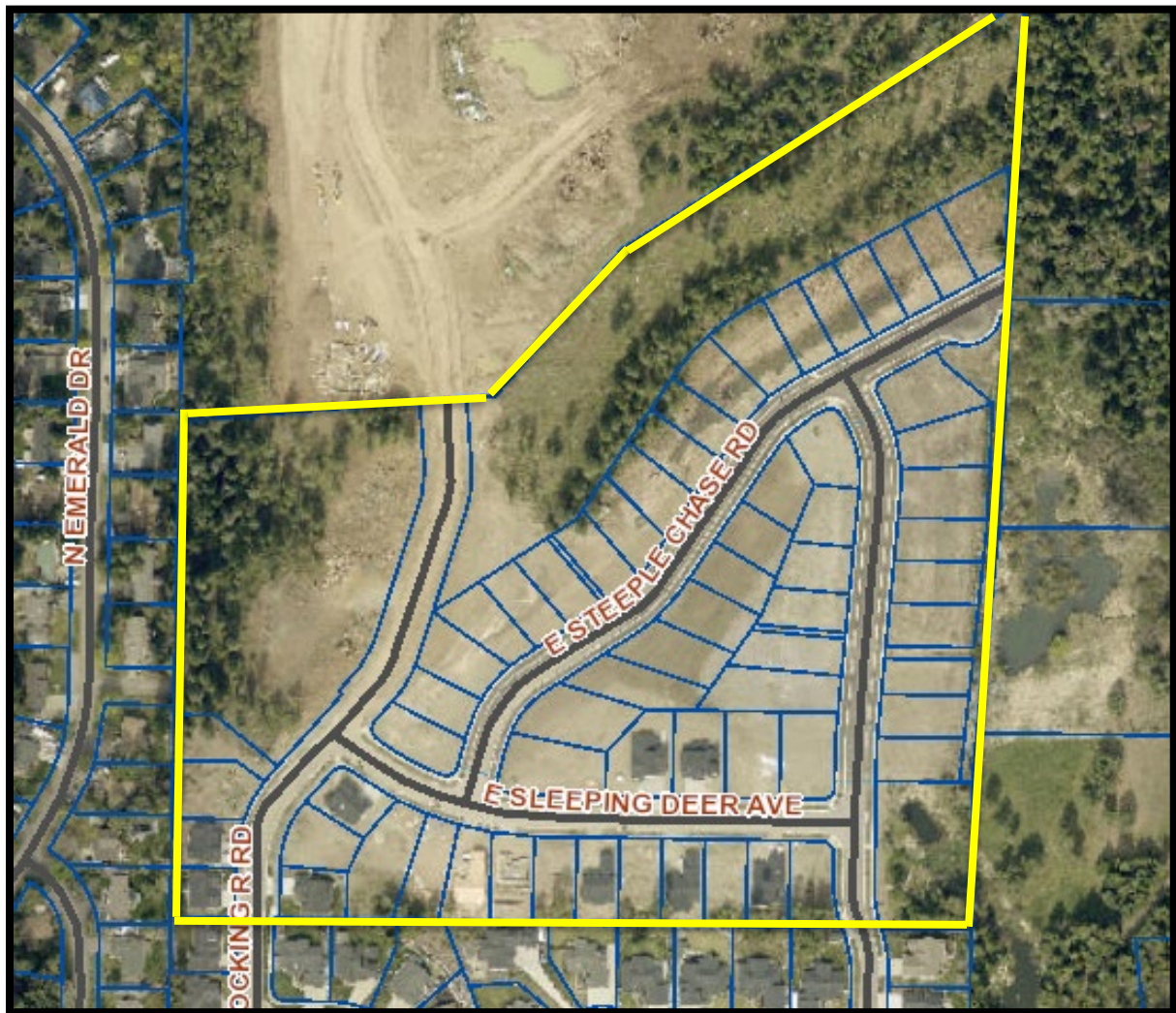
MOU Executed	2023	
Construction Plans Approved	Nov. 2023	
Additional Right of Way Obtained	March 2024	
Bids came in higher than expected	2025	See Narrative
Bidding and Construction Expected	2026	See Narrative



Trail Ridge Estates (J2020-0369 - Phased subdivision) – Master Development Agreement recorded November 30, 2020, which identified the project would expire “unless extensions of one year have been applied for by the developer and approved by the City Council”. The request was received on November 21, 2025, for a one-year extension.

Timeline of Project:

MDA Executed	2020	
Construction Improvement Agreement Recorded	2023	Required prior to commencement of construction
Trail Ridge Final Plat Recorded	2024	
Trail Ridge 1 st Addition Recorded	2025	
Trail Ridge 2 nd Addition Recorded	2025	



Fiscal Impact

NA

Budget Funding Source / Transfer Request

NA

Attachment

Narratives from applicants of their request for extension

Jackie Mabrey
8635 N Atlas Rd
Hayden, ID 83835

November 13, 2025

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

Re: Request for Extension to the Mabrey Estates Preliminary Plat

Dear Donna:

Please consider this letter as a formal request to extend the approval of the Mabrey Estates Preliminary Plat to December 31, 2026.

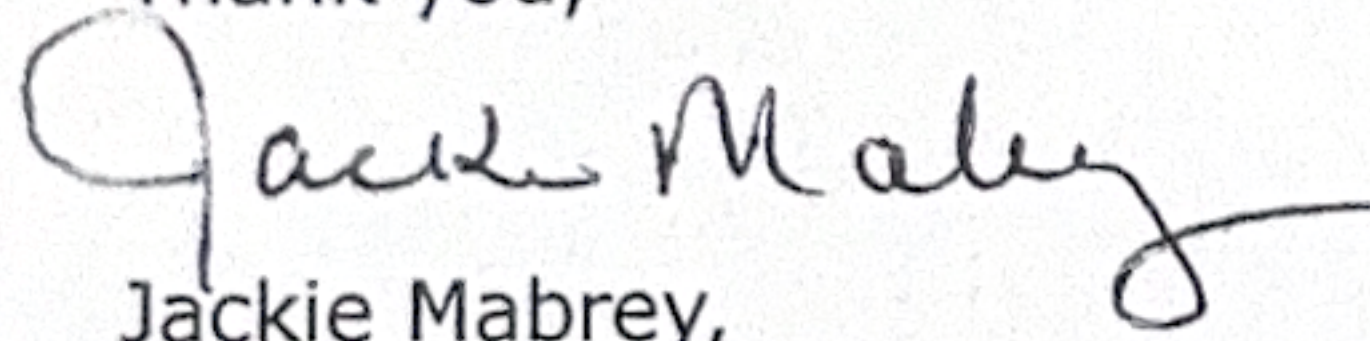
After the approval of the preliminary plat, the following work has been accomplished:

- 2023-2024: Developed and revised civil engineering plans
- 2024-2025: Worked with Hayden Lake Irrigation District on movement of utility infrastructure
- 2025: Drafted final civil engineering plans; submitted to the City of Hayden and various agencies for review
- 2025-2026: Anticipate receiving final approval of civil engineering plans; work on project financing

We anticipate receiving final approval of our engineering plans in Winter/Spring of 2026 and are also working on project financing. We are requesting the extension through December to allow adequate time to construct infrastructure in the 2026 construction season.

We respectfully request this extension. Please contact me at 208-755-5164 with any questions.

Thank you,



Jackie Mabrey,

Representing Jackie's Family Trust

From: [Yale Fowler](#)
To: [Planning](#)
Cc: [Donna Phillips](#)
Subject: Sacred Meadows Subdivision Extension
Date: Monday, December 1, 2025 2:16:58 PM

Some people who received this message don't often get email from yale33@proton.me. [Learn why this is important](#)

Hi City of Hayden Development Team-

Re: Sacred Meadows Subdivision J2022-0591

I was recently informed by the City of Hayden, that my permits had expired, unknowingly, for my Sacred Meadows subdivision project. I had the understanding that my permits were valid for three years, but was mistaken.

I'm hereby requesting an extension of my permits for Sacred Meadows.

This is my first subdivision, and as such, I've gone through a learning curve as to all it entails to complete this project. After learning of the costs of the infrastructure upon our first bid, I felt it necessary to sell two of my other investment properties - which the sales were completed in 2025. This has allowed me to be in a stronger position with regards to liquid assets and reserves needed in order to advance through the infrastructure process. Therefore, my primary 2025 financial goals for positioning for the Sacred Meadows project have been completed.

We're also in process of attaining infrastructure bids. Last year was extremely difficult to even receive a response from some of the most preferred and well known infrastructure companies in the local CDA/Hayden market. Further, they were already booked for the 2025 year. However, as we've started inquiries for infrastructure bids once again, the feedback is much different as there appears to be much more flexibility in their schedules, due to the slowing volume of work in the local market, I would assume. As the bids come in for the infrastructure and a company is selected, we're much more confident in being able to fit into the 2026 schedule availability with these infrastructure providers. This also helps to eliminate a critical challenge we had last year.

Should you have any additional questions with regards to my request for extension of the Sacred Meadows permits, please don't hesitate in contacting me.

We would greatly appreciate an extension of the Sacred Meadows permits.

Thank you.

Yale Fowler
858.395.2094
Yale33@proton.me

RAMSDEN, MARFICE, EALY & DE SMET, LLP

ATTORNEYS AT LAW

P.O. BOX 1336, COEUR D'ALENE, ID 83816 | 700 NORTHWEST BLVD, COEUR D'ALENE, ID 83814

E-MAIL: FIRM@RMEDLAW.COM | WEB: WWW.RMEDLAW.COM

TELEPHONE: 208-664-5818 | FACSIMILE: 208-664-5884

MICHAEL E. RAMSDEN, OF COUNSEL *
DOUGLAS S. MARFICE *
MICHAEL A. EALY *
THERON J. DE SMET *
MARCUS E. JOHNSON *
JACK A. MOSBY *

* LICENSED IN ID & WA
† LICENSED IN ID, WA & AZ

MATTHEW C. NIEMELA *
JACOB R. LAUSER †
ADAM R. KITZ *
WILLIAM F. BOYD, RET.
MICHAEL K. BRANSTETTER, RET.
TERRANCE R. HARRIS (1963-2021)

November 21, 2025

SENT VIA: Email to planning@haydenid.gov, dphillips@haydenid.gov, and fjovick@lclattorneys.com

City of Hayden
Attn: Donna Phillips, Community Development Director
8930 N. Government Way
Hayden, Idaho 83835.

Lake City Law Group, PLLC
Attn: Fonda Jovick
435 W. Hanley Avenue, Ste. 101
Coeur d'Alene, ID 83815

Re: J2020-0369 – Trail Ridge – Request for Extension

Dear Ms. Phillips,

I write in response to your letter dated November 10, 2025, to 7 Lakes, LLC, whereby the City of Hayden kindly reminds 7 Lakes, LLC (“7 Lakes”) that the five (5) year window to record the final phase of the Trail Ridge subdivision is quickly approaching and is set to expire on November 20, 2025, unless an extension is sought. **The purpose of this letter is to request a one (1) year extension pursuant to the Master Development Agreement and Hayden City Code § 12-3-4(l)(3).**

As you note, the City and 7 Lakes executed a Master Development Agreement, recorded November 30, 2020 (the “MDA”), which provides in relevant part:

Application for final plat approval for the last phase of a phased subdivisions shall be filed within five (5) years after the date of city council approval of the master development agreement which approved the entire subdivision in concept unless extensions of one year have been applied for by the developer and approved by the

City of Hayden
Attn: Donna Phillips
November 21, 2025
Page 2

city council or if some other time frame has been agreed to in this master development agreement.

See, Master Development Agreement, § 2.2. This provision in the Master Development Agreement essentially mirrors City Code setting forth the timelines to record final plat for a phased subdivision, and the process for seeking one (1) year extensions if those timelines cannot be met. Here, good cause exists for this extension.

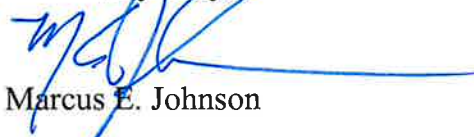
It is true that the MDA was executed and recorded in November 2020. However, as City staff will certainly recall, following the execution of the MDA there were several rounds of public hearings, requests for reconsideration, appeals, town hall meetings, and IDWR inspection(s) (despite 7 Lakes' objection) – all of which prevented 7 Lakes from starting construction of the project until permitted by the City.

Of note, the Construction Improvement Agreement for Phase I was not recorded until April 12, 2023 – nearly 2.5 years after the MDA was recorded. And, since the MDA states that 'Developer shall, at an appropriate time **prior to commencement of construction** of improvements on the Property, enter into a Construction Improvement Agreement...', 7 Lakes was unable to begin (let alone complete) any of the necessary improvements to record final plat until after April 12, 2023. In short, 2.5 years passed between recording the MDA, and recording the CIA allowing construction to begin.

Frankly, it is somewhat remarkable that 7 Lakes was able to record final plat for Phases I-III in the 2.5 years since the CIA was signed and construction allowed to begin. However, as I am sure the City can understand, there were several delays in the planning process that held up construction of the improvements and additional time is necessary to complete the improvements and record final plat for Phase IV (the final phase). As good cause exists for this extension, 7 Lakes hereby requests the City grant a one (1) year extension to submit its final plat application for the final phase.

Should City Staff and/or City Council have any questions, I am happy to discuss.

Yours very truly,



Marcus E. Johnson

MEJ/ac

- i. Mabrey Estates (J2022-0612)
 - ii. Sacred Meadows (J2022-0591)
 - iii. Trail Ridge Estates (J2020-0369)
- B. **ACTION ITEM** Trail Creek Estates Final Plat and Acceptance of Infrastructure



Memo

To: Mayor and Hayden City Council

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

Date: 12/1/2025

Agenda Item: Approval of Trail Creek Estates Final Plat and Acceptance of Infrastructure

Agenda Item Location

Consent

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 completion of the following items:

- Developer shall incorporate comments provided in the reviewed plat completed on 12/1/2025.
- Developer shall record the deed to transfer ownership for Tract A (Remmick Street) to the homeowners association.
- Developer shall provide detailed cost estimate for review and approval for the demolition of the existing structure on Block 2 Lot 7 and provide performance surety of 150%.
- Developer shall provide Warranty Surety of \$106,673.73 per Section 3.08 of the Construction Improvement Agreement.

Functional Impact of Authorizing

Trail Creek Estates is a Major Subdivision creating 10 lots south on the northeast corner of the Ramsey Road and Dakota Avenue Intersection, shown in the provided Vicinity Map. The approximate amount of infrastructure pending the City's acceptance includes:

- On Dakota Avenue - 8.5' asphalt widening, 10' wide swale, and 5' sidewalk for approximately 600 linear feet.
- On Ramsey Road - 10' wide swale and a 10' path for approximately 440 linear feet.
- Extension of Hubble Street for approximately 450 linear feet includes a 37' wide curbed road, 11.5' swale on both sides, and 5' sidewalks on both sides.
- 1,300 linear feet of 8" gravity sewer and associated manholes.

Home Owners Association formation documentation indicates existence in perpetuity. Tract A, also known as Remmick Street, will be conveyed to the Home Owners Association at the time of recording

the final plat. All dedications of right-of-way and grants of easements have been identified on the final plat. With the conditions identified above, the subdivision will meet the Conditions of Approval listed in the Master Development Agreement recorded on 10/9/2024.

Functional Impact of Not Authorizing

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

Fiscal Impact

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

Budget Funding Source / Transfer Request

N/A

Attachment

Final Plat

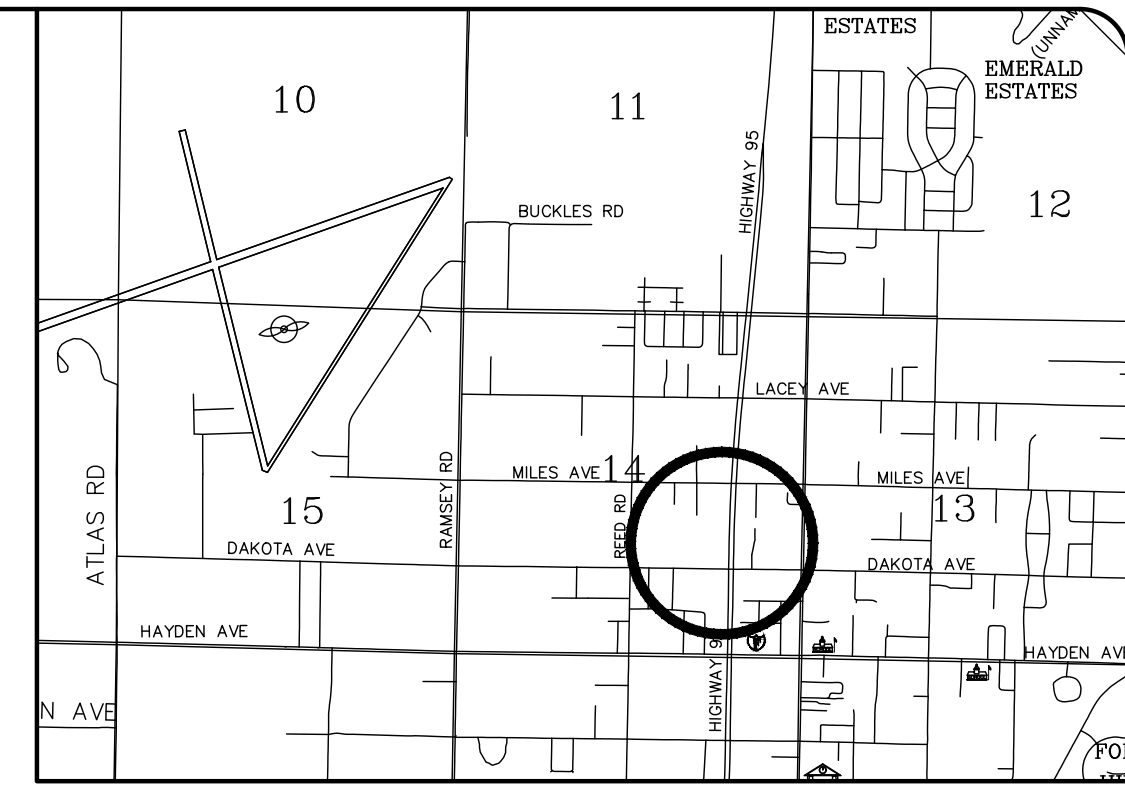
Figure 1 - Vicinity Map



TRAIL CREEK ESTATES

A PORTION OF TRACT 159, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
SITUATE IN THE SOUTHWEST QUARTER OF
SECTION 14, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN,
CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP
NO SCALE

PLANNING

- APPROVED
- APPROVED WITH CORRECTIONS
- REVISE AND RESUBMIT



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

BY: dphillips DATE: 10/22/2025

ENGINEER

- APPROVED
- APPROVED WITH COMMENTS
- REVISE AND RESUBMIT



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

BY: dkau DATE: 12/01/2025

OWNERS CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT BIG SKY CAPITAL, INC, AN IDAHO CORPORATION HEREBY CERTIFY THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS "TRAIL CREEK ESTATES", BEING A PORTION OF TRACT 159, HAYDEN LAKE IRRIGATED TRACTS, AS RECORDED WITH KOOTENAI COUNTY IN BOOK "C" OF PLATS AT PAGES 66 & 67, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14 PER CP#F INSTRUMENT 2657135000, FROM WHICH THE CENTER QUARTER CORNER PER CP#F 2483794000 BEARS SOUTH 89°19'43" EAST, 2651.36 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER, SOUTH 01°11'30" WEST, 859.75 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF MOONRIDGE ACRES AS RECORDED IN BOOK "J" OF PLATS AT PAGE 394, KOOTENAI COUNTY RECORDS; THENCE ALONG SAID WESTERLY EXTENSION, SOUTH 89°22'33" EAST, 30.00 FEET TO THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL;

THENCE, SOUTH 89°22'33" EAST, 633.21 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF MOONRIDGE ACRES;

THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 159, SOUTH 01°10'01" WEST, 442.64 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DAKOTA AVENUE.

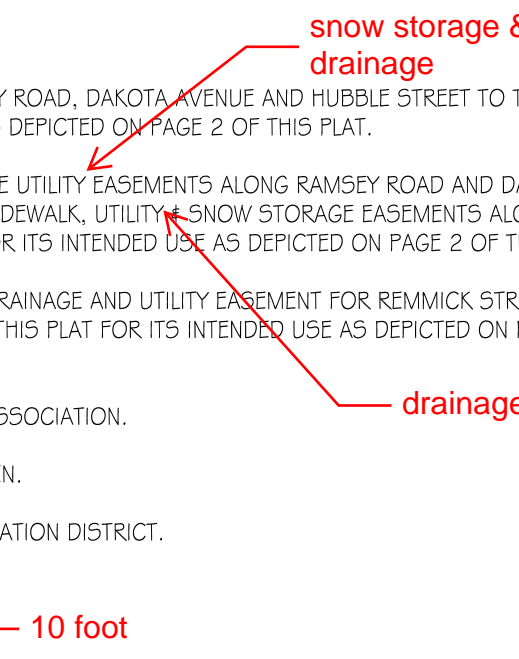
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°24'02" WEST, 633.40 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF RAMSEY ROAD;

THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 01°11'30" EAST, 442.92 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 6.437 ACRES OR 280404 SQUARE FEET, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

- 1) THE OWNER HEREBY DEDICATES RIGHT-OF-WAY FOR RAMSEY ROAD, DAKOTA AVENUE AND HUBBLE STREET TO THE PUBLIC IN THE NAME OF CITY OF HAYDEN FOR ITS INTENDED USE AS DEPICTED ON PAGE 2 OF THIS PLAT.
- 2) THE OWNER HEREBY GRANTS A 10 FOOT AND 15 FOOT WIDE UTILITY EASEMENTS ALONG RAMSEY ROAD AND DAKOTA AVENUE, TOGETHER WITH A 15 FOOT AND 20 FOOT WIDE SIDEWALK, UTILITY, SNOW STORAGE EASEMENTS ALONG HUBBLE STREET TO THE PUBLIC IN THE NAME OF CITY OF HAYDEN FOR ITS INTENDED USE AS DEPICTED ON PAGE 2 OF THIS PLAT.
- 3) THE OWNER HEREBY GRANTS A PRIVATE ROAD, SIDEWALK, DRAINAGE AND UTILITY EASEMENT FOR REMMICK STREET TO THE TRAIL CREEK OWNERS ASSOCIATION AND LOT OWNERS OF THIS PLAT FOR ITS INTENDED USE AS DEPICTED ON PAGE 2 OF THIS PLAT.
- 4) TRACT A SHALL BE DEEDED TO THE TRAIL CREEK OWNERS ASSOCIATION.
- 5) SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF HAYDEN.
- 6) WATER SERVICE SHALL BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.



JEREMY TRIPP, PRESIDENT
BIG SKY CAPITAL, INC.

DATE

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO }
COUNTY OF KOOTENAI } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025,
BY JEREMY TRIPP, AS PRESIDENT OF BIG SKY CAPITAL, INC.

NOTARY PUBLIC FOR THE STATE OF IDAHO
MY COMMISSION EXPIRES: _____



HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLAN AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE NOT CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OF MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DATED THIS _____ DAY OF _____, 2025.

PANHANDLE HEALTH DISTRICT 1

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF HAYDEN, IDAHO.

DATED THIS _____ DAY OF _____, 2025.

MAYOR, CITY OF HAYDEN

ATTEST: CITY CLERK

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE APPROVED THIS PLAT.

DATED THIS _____ DAY OF _____, 2025.

ENGINEER, CITY OF HAYDEN **DULCINEA KAU, PE #3071759**

COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ATS, INC.

THIS _____ DAY OF _____, 2025, AT _____ O'CLOCK _____ M.

AS INSTRUMENT NUMBER _____ AND DULY RECORDED IN

BOOK _____ OF PLATS AT PAGES _____.

KOOTENAI COUNTY RECORDER

BY: _____ FEE: _____

DEPUTY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____.

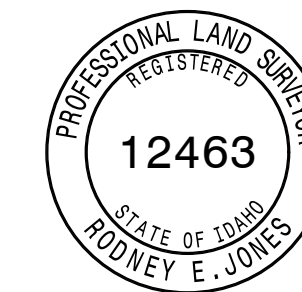
DATED THIS _____ DAY OF _____, 2025.

KOOTENAI COUNTY, TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2025.



KOOTENAI COUNTY, SURVEYOR

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF NOVEMBER 2024. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET AS DEPICTED ON PAGE 2 OF THIS PLAT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
P.O. BOX 3457, HAYDEN, IDAHO, 83835
• PH. (208)-772-2745 • FAX (208)-762-7731 •

SCALE: NA
CHECKED BY: MBM
DATE: 07-26-2025
DRAWN BY: MBM
DATE: 10-11-2024
DWG: PLAT
PROJ: 24-092_PLAT

TRAIL CREEK ESTATES

A PORTION OF TRACT 159, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS SITUATE IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2

LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED 'ATS PLS 8962'
- FOUND 5/8" REBAR & CAP 'PLS 4194'
- FOUND 5/8" REBAR & CAP 'ATS PLS 8962' (R2)
- ◇ FOUND 2" A.C. MONUMENT 'ATS PLS 8962' (R2)
- CALCULATED POINT (NOTHING FOUND OR SET)
- ◀ QUARTER SECTION CORNER
- CENTER SECTION CORNER

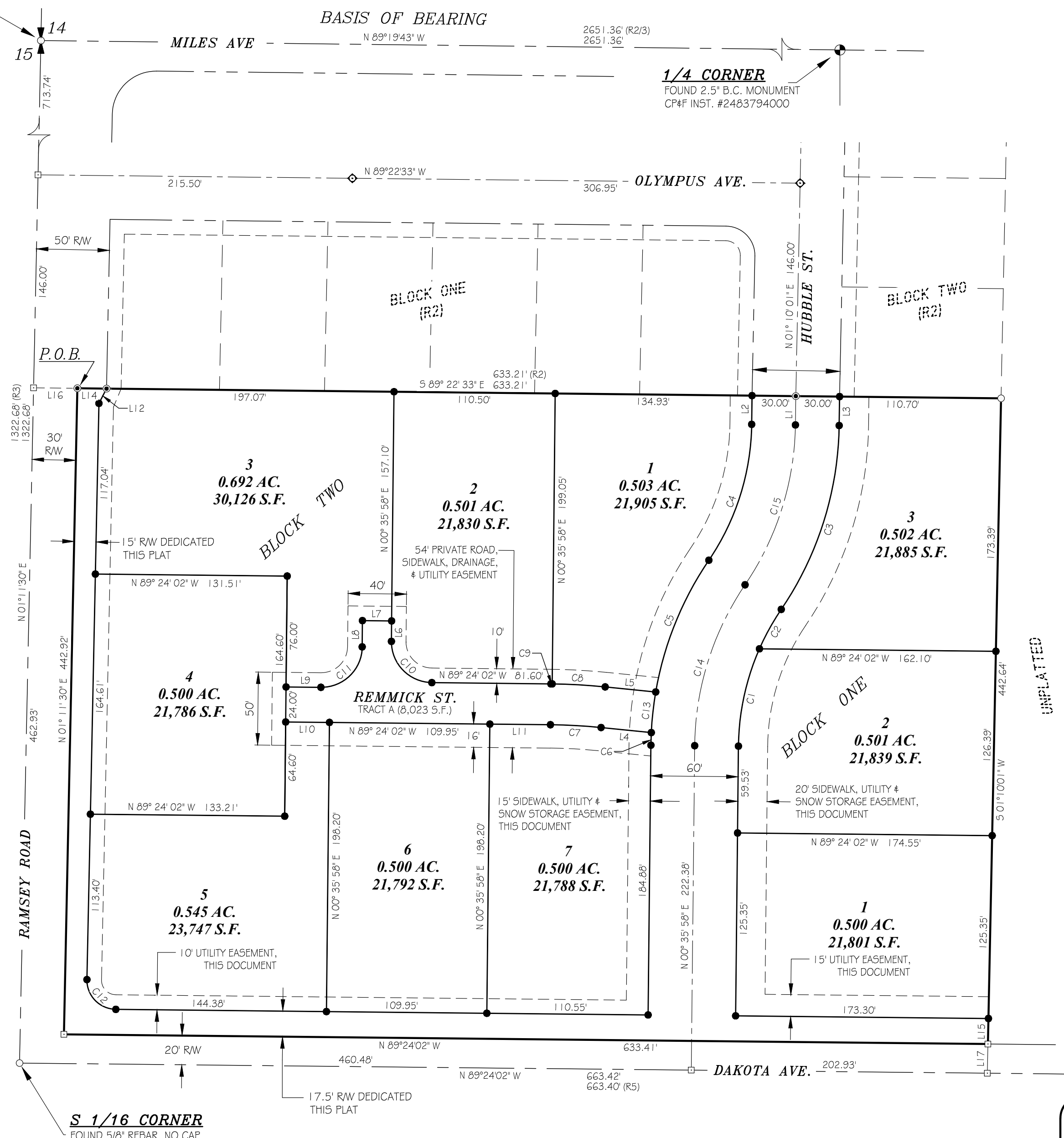
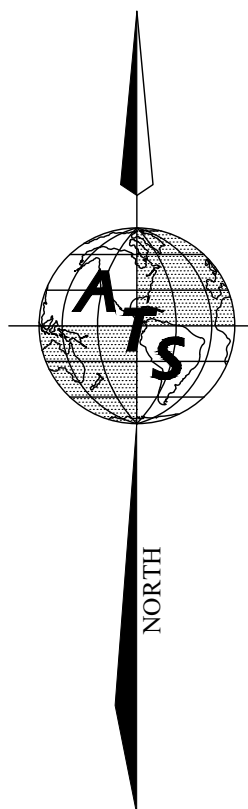
LINE TABLE

LINE	LENGTH	DIRECTION
L1	19.75'	N 00°47'42" E
L2	19.66'	N 00°47'42" E
L3	19.84'	N 00°47'42" E
L4	34.60'	S 84°15'10" E
L5	34.84'	S 84°15'10" E
L6	14.00'	S 00°35'58" W
L7	20.00'	S 89°24'02" E
L8	18.00'	N 00°35'58" E
L9	23.88'	S 89°24'02" E
L10	30.00'	N 89°24'02" W
L11	41.54'	S 89°24'02" E
L12	11.36'	S 27°18'05" W
L14	20.00'	N 89°22'33" W
L15	17.50'	N 01°10'01" E
L16	30.00'	S 89°22'33" E
L17	20.00'	N 01°10'01" E

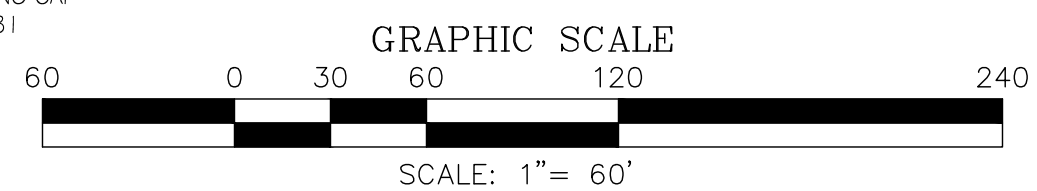
CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C1	68.71'	170.00'	023°09'25"	S 12°10'40" W	68.24'
C2	30.92'	170.00'	010°25'16"	S 28°58'01" W	30.88'
C3	134.01'	230.00'	033°22'57"	N 17°29'10" E	132.12'
C4	99.05'	170.00'	033°22'57"	N 17°29'10" E	97.65'
C5	98.12'	230.00'	024°26'32"	S 21°57'22" W	97.38'
C6	8.65'	230.00'	002°09'21"	S 01°40'39" W	8.65'
C7	34.77'	387.00'	005°08'52"	N 86°49'36" W	34.76'
C8	36.39'	415.00'	005°01'26"	N 86°45'53" W	36.38'
C9	0.90'	415.00'	000°07'26"	N 89°20'19" W	0.90'
C10	43.98'	28.00'	090°00'00"	S 44°24'02" E	39.60'
C11	43.98'	28.00'	090°00'00"	N 45°35'58" E	39.60'
C12	31.62'	20.00'	090°35'32"	S 44°06'16" E	28.43'
C13	28.02'	230.00'	006°58'47"	N 06°14'43" E	28.00'
C14	117.21'	200.00'	033°34'41"	N 17°23'18" E	115.54'
C15	116.53'	200.00'	033°22'57"	N 17°29'10" E	114.89'

1/4 CORNER
FOUND 5/8" REBAR & CAP
'PLS 12463'
CP#F INST. #2657135000



S 1/16 CORNER
FOUND 5/8" REBAR, NO CAP
CP#F INST. #1396131



REFERENCES

- R1) AMENDED PLAT PF HAYDEN LAKE IRRIGATED TRACTS, RECORDED AUGUST 1910 IN BOOK C OF PLATS AT PAGE 067.
- R2) MOONRIDGE ACRES BY MATTHEW B. MAYBERRY, PLS 8962, RECORDED OCTOBER 2006 IN BOOK C OF PLATS AT PAGE 067.
- R3) SURVEY BY JAMES W. STILLINGER, PLS 5278, RECORDED NOVEMBER 2003 IN BOOK 22 OF SURVEYS AT PAGE 231.
- R4) SURVEY BY GILBERT C. BAILEY, PLS 10559, RECORDED JULY 2020 IN BOOK 31 OF SURVEYS AT PAGE 397.
- R5) SURVEY BY JOSHUA A. BAGLEY, PLS 12110, RECORDED JANUARY 2024 IN BOOK 32 OF SURVEYS AT PAGE 711.
- R7) QUITCLAIM DEED INSTRUMENT NUMBER _____

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF MOONRIDGE ACRES (R1), TAKEN TO BEAR NORTH 89°22'33" WEST.

SURVEYOR'S NARRATIVE/NOTES

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A SUBDIVISION GUARANTEE PREPARED BY NORTH IDAHO TITLE INSURANCE, INC., ORDER NUMBER N-63182, DATED JANUARY 17, 2025. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO ATS, INC.
2. ANY GRANTING OF PERPETUAL EASEMENTS DEPICTED ON THIS PAGE ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. THIS SURVEY WAS PERFORMED ACCORDING TO IDAHO CODE FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEEDED THE REQUIREMENTS OF THIS SECTION.
4. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE DESCRIBED PARCEL OF LAND ACCORDING TO THE KOOTENAI COUNTY MINOR SUBDIVISION ORDINANCE. BOUNDARY LINES FOR THIS PLAT ARE BASED ON TIES TO PUBLIC LAND CORNERS AND RECORD INFORMATION.
5. PLATTED LOTS ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAIL CREEK ESTATES AS RECORDED IN THE KOOTENAI COUNTY RECORDERS OFFICE INSTRUMENT NO. _____
6. PLATTED LOTS ARE SUBJECT TO AN AVIATION EASEMENT, RECORDED AS INSTRUMENT NUMBER _____



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 • FAX (208)-762-7731

SCALE: 1"=60'

CHECKED BY: MBM
DATE: 07-26-2025

DRAWN BY: MBM
DATE: 08-10-2024

DWG: PLAT
PROJ: 24-092

C. **ACTION ITEM** Nomination of Jim Schrader to the Veterans Commission



Memorandum for Record

To: City Council
From: Alan Davis, Mayor
CC: Shawn Langenderfer, Deputy City Clerk
Date: December 9, 2025
Re: Nomination of Individual for Veterans Commission

Purpose.

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

General.

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

Mr. Jim Schrader 19573 N Pinecone Rd, Hayden, ID 83835

Term of Appointment.

December 9, 2025 – December 31, 2028

D. **ACTION ITEM** Consideration of Arts Commission Survey



Memo

To: Mayor and Hayden City Council
From: Abbi Sanchez, City Clerk/Arts Commission Liaison
Date: December 9, 2025
Agenda Item: Hayden Arts Commission Community Arts Survey

Agenda Item Location

New Business

Recommended Action or Motion

The Arts Commission recommends council approval to seek public input via the proposed Community Arts Survey.

Functional Impact of Authorizing

The proposed survey is designed to gather public input to guide arts initiatives in Hayden. It asks residents about their interest in various art forms, preferences for public art themes, support for funding methods, and opinions on the impact of public art. The survey also explores interest in youth and adult arts programs, gauges familiarity with existing local art, and invites community involvement through volunteering, donations, or displaying personal artwork.

Under Hayden City Code 2-5-3(G), the Arts Commission is responsible for distributing public surveys. The purpose of these surveys is to make recommendations to the Mayor and City Council on effective strategies to foster community participation in and appreciation of the arts, ensuring that programs align with the legitimate needs and aspirations of Hayden's residents and businesses.

The results from the proposed survey will be considered by the Arts Commission when making recommendations to the Mayor and City Council of arts initiatives in Hayden for years to come.

Functional Impact of Not Authorizing

The Arts Commission will continue to make recommendations to the Mayor and City Council of arts initiatives using the current methods.

Fiscal Impact

There is no fiscal impact on the budget.

Budget Funding Source / Transfer Request

N/A

Hayden Arts Commission Community Arts Survey

Dec 5, 2025

Your participation in this survey will help direct the activities of the City of Hayden Arts Commission.
Your input is important to us! (The survey should take 2 - 5 minutes.)

* Required

Section 1 - Getting To Know You

Please let us know about your level of interest in the arts.

Check the button below to acknowledge that, for the purposes of this survey, the term 'art' includes (but is not limited to) fine art, craft & folk art, culinary arts, design art, digital art, literary art, media art, music & performance arts, and visual art. *

I acknowledge the definition of 'art' as provided.

What option below best describes your relationship with art? *

- I love art!
- I like it!
- I am neutral about art, in general
- I'm not really interested in art.
- I don't care for art.
- I don't feel that I really understand art.
- I love it so much that I even create art.

To what level do you support public art? (Choose the one that best corresponds to your level of support.)

- Strongly Support
- Moderately Support
- Neutral/No Opinion
- Moderately Oppose
- Strongly Oppose
- Other

What is your opinion of public art and/or your level of support for public art efforts?

Please enter at most 400 characters

Section #2 - Public Art in Hayden

These questions focus on specific efforts and art displays within the City of Hayden.

Please rank your level of interest in the following possible arts activities in the City of Hayden: (Drag the answers (or use the arrows) to rank them from your favorite (at the top) to your least favorite (at the bottom). The term 'art' here refers to the definition as provided in Question #1.)

Youth Art Workshops
Adult Art Workshops
Literary Workshops or Performances
Culinary Workshops or Competitions
Music Workshops or Performances
Film Festivals
Other (Specific ideas may be shared as part of the last survey question)

Which of the following **YOUTH** arts programs do you like best/least. (Drag the answers (or use the arrows) to rank them from your favorite (at the top) to your least favorite (at the bottom))

Youth theater workshops and/or performances
Youth dance workshops and/or performances
Youth painting/drawing workshops and/or public displays
Youth photography workshops and/or public displays
Youth music workshops and/or performances
Youth culinary arts workshops or events
Other youth arts activities (Specific ideas may be shared as part of the last survey question)

Are there any specific themes, symbols, or historic elements that you would like to see included in a Hayden public art project? (Choose as many as you like.)

- Various youth art exhibits
- Scenic depictions
- Local historic and current people, locations, or events
- Modern art
- Art related to outdoor activities (fishing, hunting, sports, hiking, etc.)
- Art related to fishing, water, Hayden Lake, etc.
- Any kind of art, as long as it represents varied subject matter, mediums, and public interest
- Art related to the land (farming, ranching, agriculture, etc.)
- Other

Which of these pieces of existing local public art are you familiar with?

- Welcome to Downtown Hayden sign
- Epiphany (stained glass art piece)
- Dusk and Dawn (dragonfly)
- Balance (bike rack art)
- Hayden Art Gallery
- City Hall Stained Glass
- Utility Box Art (throughout the city)
- All of the above
- None of the above
- Other

Section #3 - Impact of Public Art

These questions focus on your opinions about the funding and impact for public art displays.

Public art may be financially supported through various means. To what extent do you support these methods?

Note: The City of Hayden does not use any budgeted money for public art displays. The arts budget is used only for community support.

	Strongly Support	Somewhat Support	Neither for Nor Against	Do Not Necessarily Support	Strongly Do Not Support
Arts Commission fundraising activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Grant funding (federal, state, or local, including private grants)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Proceeds from art commission events	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Funding through a city budget allocation approved by the council	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Private funding/donations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate to what degree you agree/disagree with the following statements?

	Extremely agree	Somewhat agree	Neutral	Somewhat disagree	Strongly disagree
Public art can increase business revenue through 'event tourism' to the City	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public art/art tours can support usage of local businesses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public art beautifies our community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public art creates community interaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public art supports involvement in the arts, especially for our youth	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public dollars (i.e. dollars collected through taxes or fees to the city) should be used for public art	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
There is value to any kind of public art	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section #4 - Let's Get Specific!

These few short questions will let us know your interest in specific types of art.

I enjoy craft & folk art displays or events (e.g., quilting, pottery, jewelry making, woodworking, traditional crafts and craft fairs) *



I enjoy culinary arts displays or events (e.g., cooking, baking, food presentation, edible art) *



I enjoy design art displays or events (e.g., fashion design, architecture, graphic design, set and costume design) *



I enjoy literary arts displays or events (e.g., poetry events, book events, playwriting workshops, storytelling events) *



I enjoy media arts displays or events (e.g., film festivals, animation workshops, video production classes) *



I enjoy performing arts displays or events (e.g., music, dance, theater, opera, performance art) *



I enjoy visual arts displays or events (e.g., painting, sculpture, murals, photography, digital art) *



Section #5 - Closing Questions

These questions are to collect demographics on our survey participants. Thank you for helping with this effort!

My engagement with the City of Hayden includes: *

- I live in the City of Hayden
- I work in the City of Hayden
- I own property in the City of Hayden but do not live in Hayden
- I own a business in the City of Hayden
- I frequently visit, do business, attend events, etc., in the City of Hayden
- I not live or do business often in Hayden - my time in Hayden is generally minimal.
- Other

I would be willing to support Arts Commission efforts in the following ways: (Choose all that apply)

Learn more about the arts commission on the City of Hayden website. Copy and paste this address into your browser: https://cms2.revize.com/revize/haydenid/boards_commissions/arts_commission.php

- I would be willing to volunteer at an Arts Commission event
- I would be willing to serve on the Arts Commission - https://cms2.revize.com/revize/haydenid/departments/human_resources/volunteer_opportunities.php#Doc308
- I would be willing to help with public art fundraising
- I would like to display my art for 3 months in City Hall
- I would be willing to give a cash donation to support arts activities in Hayden
- Cannot support at this time or Not interested in supporting the Arts Commission
- Other

I would like someone to contact me about the Hayden Arts Commission.

(If yes, please complete the following question, as well)

- Yes
- No

Provide your name, email, and/or phone number below. Thank you for taking our survey.

(Optional and for demographic purposes only. You will only be contacted if you answered 'yes' to the previous question.)

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 Microsoft Forms

- E. **ACTION ITEM** Request to Seek Proposals for Strategic Planning Consultant to Evaluate Law Enforcement Services in Hayden



Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: December 4, 2025

Agenda Item: Consider Request for Strategic Planning Consulting Services RFP for LE Services

Agenda Item Location

New Business

Background and Recommended Action or Motion

The PSC recommends authorizing staff to seek out proposals from qualified firms to initiate and provide a strategic plan regarding law enforcement for the City of Hayden.

The PSC met on December 2, 2025, and recommended forward to City Council to seek professional services to assist the city through a strategic planning process wherein the Council may better understand public sentiment around law enforcement within the city of Hayden. The attached draft RFP was presented to the body and the recommendation to the Council is to allow staff to move forward to seeking proposals from qualified firms.

Functional Impact of Authorizing or Not Authorizing

Completion of a strategic plan is not required for council to act on future law enforcement needs within Hayden. However, having a third-party objective consultant can give council an unbiased opinion on recommendations around law enforcement for the near future (5 or less years for example). Given the spectrum of feelings on this issue across the community, having a consultant assist the city on this endeavor is recommended by your staff.

Fiscal Impact

Staff budgeted \$31,503 in Professional Services. We are not sure what this type of planning document will cost. Staff will be back in front of Council with a contract before any work is completed.

Budget Funding Source / Transfer Request

110-211-53010 Professional Services

Attachment

DRAFT RFP Scope

Request for Proposal for Strategic Planning for Law Enforcement Services in Hayden, Idaho

Background:

The City has for many decades contracted law enforcement services to Kootenai County Sheriff's Office (KCSO). The amount paid to Kootenai County was not necessarily built off a true cost-for-service model, rather it was based on what was paid in the previous fiscal year with increases as requested by the KCSO. In 2022 the City put to the voters a base budget increase to fund additional dedicated deputies due to many factors, but growth of population and officer safety be two prominent reasons.

According to ballot language the levy rate increase was to fund 6 additional officers which would increase the dedicated officers from four to ten. That amount passed and in 2023 the city increased its commitment to the County from \$373,354.00 to \$917,197.00, or a difference of \$543,843.00. As the current contract illustrates, the dedicated deputies included 7 patrol deputies, an SRO, a Detective and a Rover position. Additionally, the city purchased two police vehicles at \$80,000 per vehicle.

During the FY24 budget process the city increased the cost of labor an additional \$36,803, making the labor portion to the KCSO \$954,000.00 and provided the cost of two additional vehicles at \$95,000 a vehicle, for a total of 4 vehicles purchased over the two-year period. The County agreed to this and signed the contract for another 12 months of service.

During the FY25 budget building process, the city proposed to the County an increase of \$90,000 to bring the new labor budget to \$1,044,000 and requested a new Lieutenant position as part of the terms of the contract. The SRO position was not going to be renewed because the school district opted to pay for the SRO position directly with the KCSO and not through the city. The city sought to augment the SRO position with a command staff level position who would act as a police chief for the city.

Based on the City request, the County opted to move away from the current financial model and presented a truer cost-for-service model. This move took the current, \$954,000 contract to an estimated \$1.8 million for the same level of service (ten deputies). This action has prompted the City Council to evaluate the feasibility of standing up its own department in comparison to staying with the Sheriff's Department.

Scope of Service:

The City is seeking proposals from a qualified company or firm that can assist the city in making the decision whether to maintain the current contract with KCSO or to consider

other options such as starting up its own Police Department (PD). The consultant shall demonstrate that they are capable of providing a plan that is centered on metric-based and pragmatic decision making that will aid the City Council in determining the best solution for the City and its citizens.

The proposal should include community engagement plan that gives the city leadership and the consultant better understanding of the citizens' desired public safety levels and expectations so that City leadership can address it with its decision-making process. Citizen engagement can include community surveys, listening sessions, interviews, community open houses and more. A successful consultant will be able to demonstrate through past experiences and skill sets of the team that they are able to complete this task as part of the project.

At the conclusion of the contract, the City expects the Consultant to provide summary report of the findings of community engagement, interviews and recommendations by the consultant regarding the tasks of this proposal.

Depending on direction of City Council, the City expects to use information gained from this activity to educate the public about any base levy rate increases that may be required in the future.

At a minimum the city is seeking the consultant to evaluate the following:

1. Public Survey that explores resident views on public safety in the following ways:
 - a. Desires of residents in relation to public safety
 - b. Desires of residents in L.E. services and expectations of the County Sheriff's office
 - c. Any other area deemed important by the Public Safety Commission and/or City Council.
2. Using metrics and analytical data sourced from KCSO the consultant would provide recommendations for minimum number of sworn officers both in a patrol function and as investigative follow-up detectives as well as support staffing needed to address the following within the City of Hayden:
 - a. Calls for Service in the past 3 years
 - b. Adequate response times as set forth by the City Public Safety Commission
 - c. Maintaining a 24-hour coverage
 - d. Recommendations for staffing adequate management of the department (ie. Recommended organizational chart based off staffing recommendations).
 - e. Officer safety and adequate work-life balance
3. Cost of Service comparison between KCSO and the City's own Police Department.

4. Salary recommendations for the recommended positions based on regional compensation to create a competitive compensation plan
5. Initial Capital outlays for standing up a city department to include facility needs and estimated square footage as well as total rolling stock.
6. Annual estimations for funding Operations, Maintenance and capital replacement to include annual increases for information technology services through third party vendors.
7. Any other item determined to be important by the City, the consultant and/or the Public Safety Commission.

- F. **ACTION ITEM** Acceptance of November 4, 2025 Election Canvassed Election Results



Memo

To: Mayor and Hayden City Council
 From: Abbi Sanchez, City Clerk/Arts Commission Liaison
 Date: December 9, 2025
Agenda Item: Acceptance of November 4, 2025 Canvassed Election Results

Agenda Item Location
 New Business

Recommended Action or Motion
 Accept the canvassed election results of the November 4, 2025 Election

Functional Impact of Authorizing
 On November 4, 2025 the City of Hayden held an election for the position of Council Seat #2, and Council Seat #4. The Kootenai County Board of County Commissioners have canvassed the election results on November 13, 2025, in accordance with Idaho Code. The City Council is required to take action to formally accept the canvassed election results. The following are the canvassed election results:

Precinct	CITY COUNCIL SEAT #2		CITY COUNCIL SEAT #4	
	Ed DePriest	Luke Sommer	Sandy White	David Erickson
310	231	195	206	224
311	27	33	32	26
312	208	103	105	206
313	0	0	0	0
314	3	1	0	4
315	259	132	134	256
316	222	142	169	194
317	235	139	143	225
318	249	184	193	244
319	343	192	205	329
TOTAL	1777	1121	1187	1708

Functional Impact of Not Authorizing
 By not accepting the canvassed elections results, the city would not be in compliance with Idaho Code 50-412.



Fiscal Impact

There is no fiscal impact on the budget.

Budget Funding Source / Transfer Request

N/A

Attachment

Canvassed Election Results of November 4, 2025 Election



Kootenai County Elections

Jennifer Locke • Clerk

1808 N 3rd St • P.O. Box 9000 • Coeur d'Alene, ID 83816-9000

Phone (208)446-1030 • Fax (208)446-2184

<http://www.kcgov.us/elections> • Email kcelections@kcgov.us

STATE OF IDAHO

COUNTY OF Kootenai

} ss.

I, Jennifer Locke, Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the Candidates therein named as they appeared on the election ballot for the **Consolidated Election held on November 4, 2025** for the **City of Hayden** as shown by the record of the Board of Canvassers filed in my office this **13th** day of **November, 2025**.



Jennifer Locke
County Clerk

(County Seal)

Hayden City Council Seat 2
Vote For 1

	<i>Ed DePriest</i>	<i>Luke Sommer</i>	<i>Over Votes</i>	<i>Under Votes</i>	<i>Total Registered Voters</i>	<i>Total Votes Cast</i>
	NON	NON				
Precinct 310	231	195	1	4	1,468	426
Precinct 311	27	33	0	0	1,092	60
Precinct 312	208	103	1	1	1,673	311
Precinct 313	0	0	0	0	1,715	0
Precinct 314	3	1	0	0	1,867	4
Precinct 315	259	132	2	4	1,492	391
Precinct 316	222	142	2	4	1,735	364
Precinct 317	235	139	0	0	1,649	374
Precinct 318	249	184	1	6	1,383	433
Precinct 319	343	192	4	4	1,580	535
Contest Total	1,777	1,121	11	23	15,654	2,898

Hayden City Council Seat 4
Vote For 1

	<i>David Erickson</i>	<i>Sandy White</i>	<i>Over Votes</i>	<i>Under Votes</i>	<i>Total Registered Voters</i>	<i>Total Votes Cast</i>
	NON	NON				
Precinct 310	224	206	0	1	1,468	430
Precinct 311	26	32	0	2	1,092	58
Precinct 312	206	105	0	2	1,673	311
Precinct 313	0	0	0	0	1,715	0
Precinct 314	4	0	0	0	1,867	4
Precinct 315	256	134	0	7	1,492	390
Precinct 316	194	169	0	7	1,735	363
Precinct 317	225	143	1	5	1,649	368
Precinct 318	244	193	0	3	1,383	437
Precinct 319	329	205	2	7	1,580	534
Contest Total	1,708	1,187	3	34	15,654	2,895

6. **REPORTS**

A. City Administrator Report and Calendar Review

December 2025

December 2025							January 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1 5:30pm Planning and Zoning Commission (Council Chambers)	2 1:00pm Public Safety Commission	3 3:00pm Arts Commission	4 4:00pm Veterans Commission	5	6 5:00pm Hayden Lights Parade & Christmas Tree Lighting Ceremony (Along Government Way and McIntire Park)
7	8	9 5:00pm City Council Meeting (City Hall Council Chambers)	10	11 11:00am Historic Preservation Commission Meeting	12	13
14	15 5:30pm Planning and Zoning Commission (Council Chambers)	16	17 4:00pm Parks & Recreation Commission	18	19 5:00pm Council Meeting	20
21	22	23 5:00pm City Council Meeting-Cancelled	24	25 City Hall Closed (Christmas Day)	26	27
28	29	30	31	Jan 1, 26	2	3

January 2026

January 2026							February 2026													
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa							
	4	5	6	7	8	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
11	12	13	14	15	16	17	8	9	10	11	12	13	14	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28	22	23	24	25	26	27	28

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

- B. Law Enforcement
- C. Mayor/Council
- 7. **REQUEST FOR FUTURE AGENDA ITEMS**
- 8. **EXECUTIVE SESSION ACTION ITEM** *(Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)*
 - A. Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency
 - B. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- 9. **ADJOURNMENT**