



Memo

To: Mayor and Hayden City Council
From: Dulci Kau, P.E., City Engineer
Date: 1/22/2026

Agenda Item: Approval of the Deferred Improvement Agreement with Church of Living Water, Inc.

Agenda Item Location

Consent

Background and Recommended Action or Motion

As part of the site and building improvements at 1212 W Hayden Avenue, Permit No. PB25-0469, the property owner is required to construct frontage improvements along Hayden Avenue in accordance to the City of Hayden Transportation Master Plan. The property owner has agreed to the terms of the agreement to defer the construction of the frontage improvements.

Staff recommends approval of the Church of Living Water, Inc. Deferred Improvement Agreement and authorize the Mayor to sign the agreement prior to recordation with Kootenai County.

Functional Impact of Authorizing

Authorization of this agreement would keep the responsibility of constructing the frontage improvements with the property owner in accordance with city code.

Functional Impact of Not Authorizing

If not approved, City Council would need to provide a path forward for future TIA reviews.

Fiscal Impact

There is no anticipated fiscal impact as the property owner remains responsible for the widening improvements when constructed.

Budget Funding Source / Transfer Request

N/A

Attachment

Vicinity Map
Deferred Improvement Agreement

Figure 1 - Vicinity Map



**Recording Request By and
When Recorded Return to:
CITY OF HAYDEN
8930 N GOVERNMENT WAY
HAYDEN, IDAHO 83835**

**DEFERRED IMPROVEMENT AGREEMENT
CHURCH OF LIVING WATER, INC.
1212 W. HAYDEN AVENUE**

This agreement is entered into between Church of Living Water, Inc., PO Box 434, Hayden ID 83835, hereinafter "Developer", and the City of Hayden, an Idaho municipal corporation of the state of Idaho, 8930 N. Government Way, Hayden, Idaho 83835, hereinafter "City."

WHEREAS, Developer is the owner of Kootenai County Parcel Number H-4050-23-193-AA more commonly known as 1212 W. Hayden Avenue and more particularly described in Quit Claim Deed Kootenai County Recording No. 3024951000 as shown in Exhibit "A".

WHEREAS, Hayden Municipal Code 11-4-7(C) requires the construction/installation of frontage improvements in accordance to the adopted Transportation Plan or Corridor Plan which is in effect at the time of application; and

WHEREAS, the Hayden Municipal Code 11-4-7(C) provides that in areas where the final, finish grade and/or street section cannot be established; where a frontage improvement has been installed at a prior time which is not fully consistent, but is generally consistent, with currently adopted standards; where there are safety concerns; or if there are other factors, which, as determined by the city, merit waiving or deferring the obligation to construct said improvements and instead provide related dedications and easements to the city, the obligation(s) may be deferred or waived in whole or in part by the city engineer. If deferred, the Developer shall be required to enter into a deferred improvement agreement incorporating the approved deferral(s) as a condition of approval for the application; and

WHEREAS, future roadway centerline elevation of Hayden Avenue has not been established, and it appears that frontage improvements along the Developer's frontage could not be reasonably completed independent of a larger construction project on Hayden Avenue.

WHEREAS, the description of said frontage improvements from the conditions of approval for Building Permit PB25-0469 are as follows:

1. Along the frontage of Hayden Avenue, the following is required:
 - a. Roadway pavement widening to 24' from center line, curb and gutter, 10' storm water swale and 8' sidewalk, and associated landscaping.

NOW THEREFORE, the parties agree as follows:

1. City agrees to process Building Permit #PPB25-0469 and other building permits on the site and allow Developer to defer the frontage improvements described herein until one of the following triggers occurs:

- a. The City initiates a construction project on Hayden Avenue in the vicinity of the subject parcel.
 - b. Private development occurs adjacent to the subject parcel on Hayden Avenue wherein centerline elevation has been established.
 - c. Developer initiates another project on the subject property.
 - d. In the event that none of the above triggers occur, construction of said improvements shall commence by April 1, 2030, and shall be completed by October 1, 2030, if center line elevations have been established.
2. The Developer will dedicate to the City right-of-way and grant a 10-foot permanent roadway, drainage, utility and snow storage easement in accordance with the current strategic Transportation Master Plan prior to issuance of a Certificate of Occupancy.
3. The Developer acknowledges that a large project on Hayden Avenue could be completed with a Local Improvement District (LID) and hereby waives the right to contest the formation of a LID to complete road improvements on Hayden Avenue. This waiver does not prohibit the Developer from challenging the amount of the individual LID assessment.
4. The Developer acknowledges that it is possible the City will improve and/or reconstruct Hayden Avenue without the use of a LID. In this case the Developer shall reimburse the City the actual costs to construct the frontage improvements that were deferred pursuant to the agreement. Said payment shall be made within one hundred eighty (180) days of the Developer being provided written notice of the project completion and the dollar amount associated with the frontage improvements.
5. Developer may continue to use the property over which the easements and the right-of-way are granted, for purposes other than the installation of structures and any required site improvements, until the Frontage Improvements are installed or the City determines, in its sole discretion, it is not in the best interest of the City and/or the public for the use to continue, on the following conditions:
 - a. Developer shall maintain the area at Developer's sole expense;
 - b. Developer shall discontinue the use of the right-of-way and easement area upon thirty (30) day's written notice of the City;
 - c. Developer agrees to indemnify and hold the City, its elected officials, officers and employees harmless for any and all claims of damage or injury to persons or property resulting from Developer's use of the right-of-way or for the City allowing Developer to use the property.
 - d. Notwithstanding the scenario set out in Paragraph 1, Developer agrees that at such time as Developer, or any subsequent owner of the subject property or a portion thereof, applies for any subsequent building permits, site reviews, or subdivision, Developer, or any subsequent owner of the subject property or a portion thereof, shall comply with the code in effect at the time of that application.

6. All parties agree that this agreement shall run with the land and shall be binding upon their heirs and assigns and shall be recorded in the Kootenai County Recorder's office.
7. The agreement is hereby declared severable. Should any portion of this agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the agreement before the declaration of partial invalidity.

EXHIBIT A

A portion of Tract 193, Hayden Lake Irrigated Tracts, according to the plat filed in Book C of Plats at Page 67, records of Kootenai County, Idaho, more specifically described as follow:

Beginning at the Northeast corner of Tract 193, Hayden Lake Irrigated Tracts, as shown on the filed plat in the Kootenai County Recorder's Office in Coeur d'Alene, said Northeast corner of Tract 193 being:

1329.2 feet East 30.0 feet South of the Northwest corner of Section 23, Township 51 North, Range 4 West, Boise Meridian, Idaho;

Thence:

South $0^{\circ}29'$ West, along the East line of said Tract 93, 631.18 feet to an iron pipe, which is the Southeast corner of said Tract 193,

North $89^{\circ}58'$ West, along the South line of said Tract 193, to an iron pin;

North $0^{\circ}37'$ East, 332.66 feet to an iron pin;

North $89^{\circ}59'$ East, 199.18 feet to an iron pin;

North $0^{\circ}29'$ East, 299.18 feet to an iron pin on the North line of said Tract 193;
East, along said North line of Tract 193, 85.0 feet to the point of beginning.

Excepting therefrom a portion of land in the Southeast corner of Tract 193, Hayden Lake Irrigated Tracts, according to the plat filed in Book C of Plat at Page 67, records of Kootenai County, Idaho, in the Northwest quarter of Section 23, Township 51 North, Range 4 West, Boise Meridian, Idaho;

Measuring:

284.81 feet East and West by 132.60 feet North and South.

STATE OF IDAHO)
) ss
County of Kootenai)

On this 14th day of January 2026, before me, a Notary for the state of Idaho, personally appeared Oleg Bueller known, or identified to be the S Pastor [Title] or a member of Church of Living Water, Inc. a corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, 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.



Oleg Bueller
Notary Public in and for the State of Idaho,
Residing at: Hyde, ID
My commission expires: April, 18, 2028

CITY OF HAYDEN

By: _____

Alan Davis, Mayor

CHURCH OF THE LIVING WATER

By: _____

Printed Name: O. BUELLER

ATTEST:

Abbi Sanchez, City Clerk

STATE OF IDAHO)
) ss:
County of Kootenai)

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

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

Notary Public for the State of Idaho

Residing at: _____

My commission expires: _____