



# Memo

To: Mayor and Hayden City Council

From: Robert B. Wright, P.E., City Engineer

Date: 4-4-2024

**Agenda Item: Approval of David and Deborah Findley Deferred Improvement Agreement**

---

## **Agenda Item Location**

Consent

## **Recommended Action or Motion**

Staff recommends approval of Deborah David and Deborah Findley Deferred Improvement Agreement and authorization of the Mayor to sign the agreement prior to recordation with Kootenai County.

## **Summary**

As part of the site development of 2121 W. Hayden Avenue (Parcel Number H405015180AB), Building Permit No. PB23-0349, the property owner is required to construct Hayden Avenue improvements along the property frontage in accordance to the City of Hayden Transportation Master Plan. Future centerline alignment and profile is not yet established and this work would be more appropriate to be completed as part of a larger project. The property owner has agreed to the terms of the agreement. Please refer to the attached vicinity map and Deferred Improvement Agreement.

## **Fiscal Impact**

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

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

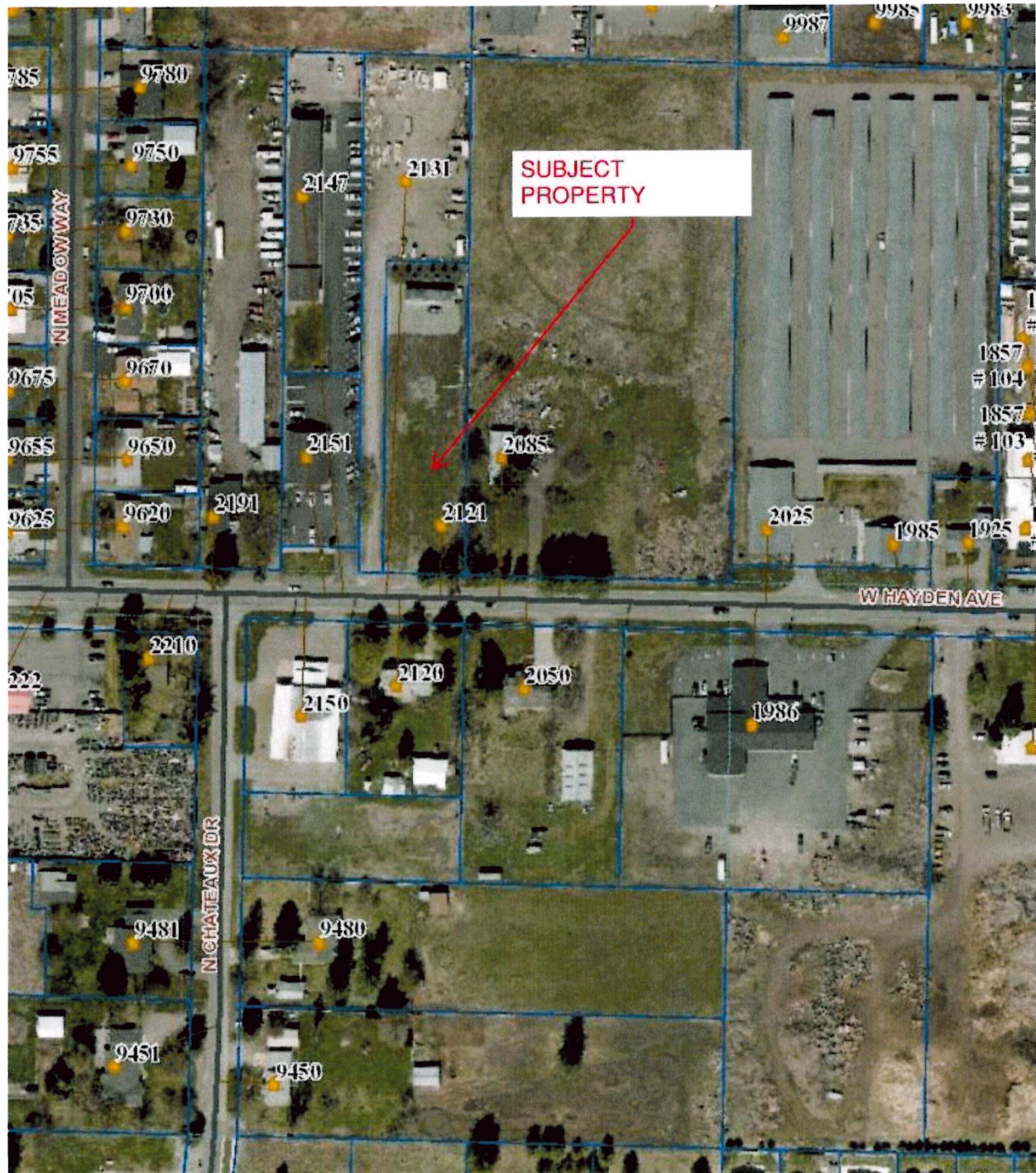
N/A

## **Attachment**

Vicinity Map

Deferred Improvement Agreement

## VICINITY MAP



**DEFERRED IMPROVEMENT AGREEMENT  
DAVID L. AND DEBORAH FINDLEY  
2121 W. HAYDEN AVENUE**

This agreement is entered into between Developer, David L. and Deborah Findley, 1820 W. Hayden Avenue, Hayden, Idaho 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-4050-15-180-AB more particularly described in Warranty Deed dated June 7, 2023 Kootenai County Recording No. 2939411000 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 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 #PB23-0349 are as follows:

- a) Along the frontage of Hayden Avenue, the following is required:
  - i. Roadway pavement widening , paving, curb and gutter, storm water swale and sidewalk, and landscaping for the north one-half of the road in accordance with the Typical Section shown in Exhibit "B".

NOW THEREFORE, the parties agree as follows:

1. City agrees to process Building Permit #PB23-0349 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.
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 Typical Section shown in Exhibit "B" prior to obtaining 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.

CITY OF HAYDEN

OWNER

By: [Signature]  
Printed Name: DAVID L. FINDLEY

On \_\_\_\_\_, 2024

By: [Signature]  
Printed Name: DEBORAH FINDLEY

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

ATTEST:

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

STATE OF IDAHO           )  
  ) ss.  
County of Kootenai       )

On this 3rd day of April, 2024 before me, a Notary for the State of Idaho, personally appeared DAVID L FINDLEY & DEBORAH FINDLEY, known or identified to me to be the individuals who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



[Signature]

Notary Public for the State of Idaho

Residing at: Coeur d'Alene, ID

My commission expires: 2/18/28

## EXHIBIT A

JENNIFER LOCKE 3 P 2939411000  
KOOTENAI COUNTY RECORDER  
DAP 6/15/2023 9:24 AM  
REQ OF NORTH IDAHO TITLE COMPANY-  
COEUR D' ALENE- RW  
RECORDING FEE: \$15.00 DD  
Electronically Recorded

Escrow No.: N-64030

### WARRANTY DEED

FOR VALUE RECEIVED, **Archstone, LLC, a Washington limited liability company**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **David L. Findley and Deborah Findley, husband and wife as community property with right of survivorship**, Grantee, whose address is:

1820 W. Hayden Ave  
Hayden, ID 83835

the following described premises, County of Kootenai, State of Idaho to-wit:

#### PARCEL 1:

**A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF TRACT 180, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;**

**COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 MONUMENTED BY A 2.5" BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 15 MONUMENTED BY A 3.5" ALUMINUM CAP BEARS NORTH 88°18'04" WEST, 2605.52 FEET; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 88°18'04" WEST, 1628.40 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°44'57" EAST, 30.00 FEET TO A POINT ON THE NORTH LINE OF HAYDEN AVENUE; THENCE ALONG SAID NORTH LINE, NORTH 88°18'04" WEST, 100.25 FEET TO THE TRUE POINT-OF-BEGINNING OF THIS DESCRIBED PARCEL;**

**THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°18'04" WEST, 30.00 FEET;**

**THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF THE PLAT OF DEVELOPERS COMMERCIAL PARK, AS RECORDED WITH KOOTENAI COUNTY IN BOOK "K" OF PLATS AT PAGE 280, NORTH 00°42'06" EAST, 631.34 FEET TO THE NORTHEAST CORNER THEREOF;**

**THENCE ALONG THE NORTH LINE OF SAID TRACT 180, SOUTH 88°18'17" EAST, 130.78 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID TRACT 180;**

**THENCE ALONG THE EAST LINE OF SAID WEST HALF, SOUTH 00°44'57" WEST, 251.29 FEET;**

**THENCE LEAVING SAID EAST LINE, NORTH 88°18'04" WEST, 100.56 FEET;**

**THENCE, SOUTH 00°42'06" WEST, 380.06 FEET RETURNING TO THE POINT-OF-BEGINNING.**

**PARCEL 2:**

**A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF TRACT 180, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 51 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;**

**COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 MONUMENTED BY A 2.5" BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 15 MONUMENTED BY A 3.5" ALUMINUM CAP BEARS NORTH 88°18'04" WEST, 2605.52 FEET; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 88°18'04" WEST, 1628.40 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°44'57" EAST, 30.00 FEET TO A POINT ON THE NORTH LINE OF HAYDEN AVENUE AND BEING THE TRUE POINT-OF-BEGINNING OF THIS DESCRIBED PARCEL;**

**THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°18'04" WEST, 100.25 FEET;**

**THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 00°42'06" EAST, 380.06 FEET;**

**THENCE, SOUTH 88°18'04" EAST, 100.56 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF  
AFOREMENTIONED TRACT 180;**

**THENCE ALONG SAID EAST LINE, SOUTH 00°44'57" WEST, 380.05 FEET RETURNING TO THE POINT-OF-BEGINNING.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

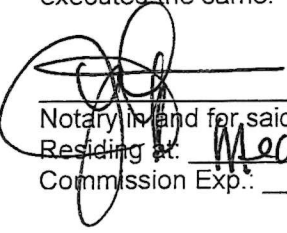
DATED. June 7, 2023

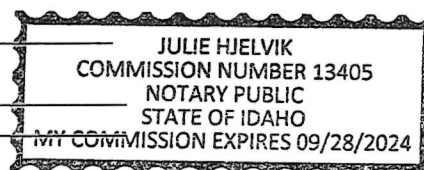
Archstone, LLC, a Washington limited liability company

By:   
Kevin Gunder, Managing Member

STATE OF IDAHO )  
 )ss.  
COUNTY OF KOOTENAI )

On this 7 day of June, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Kevin Gunder, known or identified to me to be the Member/Manager of Archstone, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

  
Notary in and for said County and State  
Residing at: Medina  
Commission Exp.: 9-28-2024





## The logo is a circular seal for the City of Hayden, Idaho. It features a stylized landscape with a yellow sun in the upper left, green mountains in the background, and two brown fish swimming in blue water in the foreground. The text "CITY OF" is at the top and "HAYDEN, IDAHO" is at the bottom, both in a serif font.

## TYPICAL SECTION C2

SNL  
PUBLIC WORKS DIRECTOR

STANDARD DRAWINGS NO:

ST-108



1. USE OF ALTERNATIVE TREATMENT METHODS MAY BE PROPOSED USING THE IDEQ CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES.
2. A PARK STRIP OR ADJACENT SIDEWALK WITHOUT SWALES MAY BE PROPOSED SO LONG AS ADEQUATE DRAINAGE AND TREATMENT FACILITIES ARE PROVIDED.
3. MODIFICATIONS TO THE TYPICAL SECTIONS MAY BE PROPOSED BASED ON SITE LIMITATIONS, REDEVELOPMENT CONSTRAINTS, CONTINUITY OF DESIGN WITH ADJACENT PROPERTIES, TRANSITION ZONES BETWEEN TYPICAL SECTIONS, AND OTHER FACTORS.
4. ALTERNATIVE CURB TREATMENTS MAY BE PROPOSED.
5. REPLACEMENT OF THE TWLTL WITH A RAISED MEDIAN WITH A 2' SHY DISTANCE AT TRAVEL LANES MAY BE PROPOSED;
6. HOWEVER, THE REQUIRED R/W WIDTH SHALL NOT CHANGE UNLESS SPECIFICALLY APPROVED BY THE CITY.
7. APPROVAL OF ANY MODIFICATION AS NOTED IN ITEMS 1-5 ABOVE, IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY AND MAY BE CONDITIONED AS THE CITY DETERMINES NECESSARY.
8. SEE THE BIKE/PED MAP IN THE CURRENT TRANSPORTATION PLAN FOR FURTHER DETAIL ON LOCATION OF BIKE/PED FACILITIES.
9. DEPTH OF SWALE SHOWN IS FROM BOTTOM OF SWALE TO TOP OF CURB. ACTUAL SWALE DEPTH MAY VARY BASED ON SPECIFIC ROAD AND SITE CONDITIONS AND SHALL BE DETERMINED BASED ON A DRAINAGE STUDY.
10. MAXIMUM ALLOWABLE SLOPES WITHIN RIGHT-OF-WAY OR EASEMENTS SHALL BE 3H:1V. WHERE BICYCLE OR PEDESTRIAN FACILITIES EXIST NEAR THE EDGE OF EASEMENTS, THE 3H:1V SLOPE SHALL EXTEND AT LEAST 5' BEYOND SAID FACILITIES.
11. SEE HAYDEN SUPPLEMENTAL SPECIAL PROVISIONS TO THE ISWPC FOR ADDITIONAL DIMENSIONS AND DETAILS.
12. ASPHALT SHALL BE PG58-28, 3" AGGREGATE. BASE COARSE SHALL BE 3" AGGREGATE.
13. CONSULT WITH CITY TO DETERMINE IF A TYPICAL SECTION HAS BEEN REVISED FOR A SPECIFIC ROAD DUE TO AN ADOPTED CORRIDOR MASTER PLAN OR UPDATED TO THE TRANSPORTATION MASTER PLAN.